



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Vacant

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
December 13, 2021 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, DECEMBER 13, 2021 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Vacant, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Draft Retreat Minutes 9/15/2021
- 2 Draft Retreat Minutes 9/16/2021
- 3 Draft Retreat Minutes 9/17/2021
- 4 Special Called Meeting Minutes 9/20/2021
- 5 Council Meeting Minutes 10/11/2021
- 6 Work Session Minutes 10/26/2021

PUBLIC COMMENTS - All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must

include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

CONSENT AGENDA

- 7 Request for Proposal (RFP) No. 201608-05, Engineering Services - Falcon Design Consultant, Inc. - Presented by: Lindell Miller, Decius Aaron
- 8 Request for Proposal (RFP) NO. 18RFP021918-CSI, Engineering Services, SCADA System Improvements - Carter & Sloope, Inc.
- 9 Request for Proposal (RFP) No. 18RFP111918-DRR Community Development Construction Project Manager (Keck & Wood, Inc.)
- 10 Request for Proposal (RFP) NO. 17RFP112017-DRR Information Technology Supportive Services - InterDev Technology, LLC

OLD BUSINESS

PUBLIC HEARING

- 11 Rezoning Case No. RZ-2021-02 and Comprehensive Plan Amendment Case No. CP-2021-02 - Presented by: Linda Logan
- 12 Third Reading & Final Adoption of the FY2022 Operating Budget

NEW BUSINESS

- 13 Request for Proposal (RFP) No. 2020-0026, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction - Site Engineering Inc. - Presented by: Lindell Miller, Decius Aaron
- 14 Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC, contract Renewal - Presented by: Lindell Miller, Decius Aaron
- 15 Request for Proposal (RFP) No. 2021-0008, Annual On-Call Sidewalk Repairs and Replacement - Presented by: Lindell Miller, Decius Aaron
- 16 Request for Proposal (RFP) No. 2020-0025 Janitorial Maintenance Services - Intercontinental Commercial Services Inc. - Presented by: Lindell Miller, Decius Aaron
- 17 Request for Proposal (RFP) No. 2020-0027 – Professional Permitting and Building Inspection Services - SafeBuilt Georgia, LLC - Presented by: Lindell Miller, Brecca Johnson
- 18 Request for Proposal RFP No. 2021-0001P—Omnia Partners Public Sector, Prince Williams Public Schools Contract No. R-T-17006 and Amazon Services, LLC.. - Presented by: Lindell Miller, John Wiggins

- 19 Workers Compensation Policy #WCB1033338 - J. Smith Lanier & Co. (Brokers) Renewal - Presented by: Lindell Miller, Renee Wheeler
- 20 Council consideration to approve the purchase of 40 mobile data terminals (MDT's) , printers and associated equipment for police patrol vehicles.
- Presented by: Frank Trammer

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS : Meetings are being held in-person and via Zoom and are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – REVISED Meeting Date Via Zoom (Dec 16) □ City Council Work Session at 6:00 p.m. (Dec 21) Council Chamber □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Dec 21) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Dec 21) City Hall UPCOMING CITY EVENTS/INITIATIVES Please join Councilwoman Barber at the Eagles Landing Dance Center 627 Red Oak Rd for FREE Zumba (Fitness in the Park) Saturdays at 8 a.m. Councilman Thomas is accepting Veterans profiles and pictures as an ongoing tribute to veterans. Please forward information to zpearson@cityofstockbridge-ga.gov.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



Where Community Connects

**SUMMARY MINUTES
FY2022 BUDGET RETREAT**

WEDNESDAY, SEPTEMBER 15, 2021 9:00 A.M.

Mayor & City Council

**Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilman Alphonso Thomas
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt**

Administration

**Randy Knighton City Manager
Vanessa Holiday City Clerk
John Wiggins City Treasurer
Quinton Washington, City Attorney
Jeremy Berry City Attorney**

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Staff in attendance: Brecca Johnson, Community Development Director - Decius Aaron, Public Works Director, Renee Wheeler, Human Resources Manager - Alan Peterson, Economic Development Director

The meeting was called to order by Mayor Ford

Invocation by Randy Knighton

The Pledge was recited in unison by all in attendance.

Roll Call - All members present

Motion to amend the Agenda to convene Executive Session for Personnel Matters as the first item of business made by Mayor Pro Tem Alexander; second by Councilman Thomas. The motion passed 3-2 (Blount/Gantt Opposed).

Motion to amend the Agenda to add the Unified Development Code Presentation following the Annexation Presentation made by Councilwoman Gantt; second by Councilman Thomas. The motion passed 5-0.

Motion to adopt the Agenda with amendments made by Mayor Pro Tem Alexander; second by Councilwoman Barber. The motion passed 5-0.

Motion to adjourn Executive Session made by Councilwoman Barber; second by Councilman Blount; the motion passed 4-0 (Mayor Pro Tem Alexander was not present for the vote).

Motion to reconvene the meeting made by Councilwoman Gantt; second by Mayor Pro Tem Alexander. The motion passed 5-0.

Day One - Facilitated by Randy Knighton, City Manager

Welcome, FY2022 Proposed Budget Outline - Presented by Randy Knighton
Mr. Knighton gave an overview of the day's Agenda.

FY2021 Budget Review - Presented by Randy Knighton (will be presented on Day Two)

Georgia Radio Alliance Stockbridge (GRAS) - Amphitheater Management Co. - Presented by Chris Murray, Harold Young, and Mark Ware.

Mr. Knighton noted Georgia Radio Alliance Stockbridge is the contractor who will manage the Amphitheater, and referenced the upcoming event on Saturday, September 25th and deferred to GRAS for further comment.

Mr. Murray referenced the executed agreement effected August 31, 2021; noted the seating chart has been created and is viewable on Tix.com; noted the radio promotions are in effect and the event is being promoted on the radio websites; security, ticketing and promotions & marketing staff has been hired along with a production company.

Mr. Ware noted all the elements were being put into place for 9/25 including security, EMS, and production; noted the plans for the 2022 calendar is to have half of the concert series booked by Thanksgiving; noted the GRAS is working with the city's public works department and other staff on parking, cleaning to limit exposure to COVID, and evaluating the control of the different lines entering the Amphitheater.

Mr. Young stated Stockbridge has made a positive name for itself with Legendary Artists performing together for the first time since the 80's, noting the event will be historical; looking forward to 2022 although booking artists is challenging with several concerts being canceled in 2021 and now the artists rescheduling and booking those events in 2022 and will seek out quality artists.

Mr. Knighton noted gates will open at 5pm with vaccinations or negative COVID test results in the last 48 hours being required; noted in the event a patron did not have either, free on-site COVID testing would be available; ribbon cutting at 7:00 p.m.; traffic is being taken into consideration and logistics are being worked out.

Mr. Murray noted details are available on the Tix.com website.

Councilwoman Barber noted she is seeking a better understanding of the concert series being considered for next year and clarification regarding the contract and Exclusive Control; and inquired about COVID screening at the 9/25 concert.

Mr. Knighton noted rapid testing will be available on site; and GRAS and police officers/security will manage any incidents due to positive tests.

Councilwoman Barber asked about parking sites for the event.

Mr. Knighton noted several lots have been identified to include City Hall, the Amphitheater Lot, Stockbridge Elementary School, former Patrick Henry High School and Subway lot.

Attorney Berry read the contract language regarding Exclusive Control.

Mayor Pro Tem Alexander thanked GRAS for their talent selection and fulfilling the vision to make this a lifetime memory; noted the charge now is to make each event going forward a memorable event as well, and to remedy the challenges faced with ticketing for the upcoming event and asked if the issue has been rectified.

Mr. Murry noted tickets sold out so fast, noting tables sold out in seven (7) minutes, noting the issue was they were not able to activate the system until August 31st. Councilman Thomas echoed the sentiments of his colleagues, noting the expectation for diverse artists; and noted the issue with tickets selling out so fast.

Mr. Young noted the quick sell-out is a great problem to have and shows the excitement of the citizens; noted the contract has a 90-day/90-mile radius and will certainly reach out to different genres of artists; noted he is working with Pepsi and will meet with them next week.

Councilman Blount noted he addressed the general admission lawn seating not being marked off and stated this could potentially be an issue for patrons.

Mr. Murray noted the seats on the lawn were sold by row stating every ticket has a seat.

Mr. Young noted there will be ushers and security assigned to each section.

Councilwoman Barber asked for contact information to field questions, concerns, and complaints and to have that information

Mr. Ware noted the contact information would be added to the website.

Councilwoman Gantt noted she agreed with Councilman Blount regarding the general admission seating; noted the meeting is a Budget Retreat and noted the conversation should be about the budget; and noted she would need to leave the meeting and will return.

Mayor Pro Tem Alexander noted the genre of music should be expanded to include all demographics, and age groups; and noted Georgia has warm weather as late as November and December and October should not be the cap for concerts outside events.

American Rescue Plan, Infrastructure Plan & Other Funding Sources - Presented by Ed Wall, Financial Advisor

Mr. Wall noted the City will receive an estimated \$9.2 million dollars from the American Rescue Plan; noted despite the pandemic, LOST (Local Option Sales Tax) revenue was way up; referenced the list of approved uses for ARPA funds: Support Public Health Expenditures, Address Negative Economic Impacts Caused by the Public Health Emergency, Replace Lost Public Sector Revenue, Provide Premium Pay for Essential Workers, and Invest in Water, Sewer, and Broadband Infrastructure.

Mr. Knighton noted funds would be used as applicable.

Mayor Pro Tem Alexander referenced the annual audit for FY2020 which confirmed \$17 million dollars in Fund Balance, revenues were up, noted the city would be the recipient of an estimated \$9.2 million dollars in ARPA funds and has never been in a better financial position.

Mr. Wall confirmed and stated "Biden Bucks" can be spent through December 31, 2024, to include premium pay for officers.

Mr. Knighton stated he would explore further potential uses of funding, noting the original information was a draft version.

Mayor Pro Tem Alexander noted if the Infrastructure Bill passes, millions more would come to the City of Stockbridge, TSPLOST passes, and LOST revenues continue to grow, the City of Stockbridge will continue to complete projects vital to the city.

Mr. Wiggins confirmed the City's \$15,555,500 Fund Balance.

Councilman Blount noted these are projections and stated that to remain financially sound, the city would need to impose a tax.

Mr. Wall and Mr. Knighton stated levying a tax has always been the plan.

Councilman Blount noted that by 2024 the budget is projected to be \$19 million.

Mayor Pro Tem Alexander stated if a millage is implemented, it would equate to \$15 - \$20 per month for homeowners, and that is will a full-fledged 57-member police department; noted crime in the city is rising.

Councilwoman Barber stated the plan is to work up to a full-fledged department, and not start with 57 officers in the FY2022.

Councilman Thomas stated he was in favor with moving forward with the police department noting you have to plan for the future by being both methodical and strategic noting in the next 3-5 years, the city may be busting at the seams and don't need to be caught off guard, and is why it is important to plan for the city's anticipated growth; noted it is the responsibility of a municipality to provide public safety to all of its citizens, and it cannot happen overnight, you must plan for the future.

Employer/Employee Healthcare Cost - Presented by Renee Wheeler and John Leggett of MSI

Mr. Leggett presented the proposed renewal for the City's insurance benefits, referencing the claims history with a significant jump over the past 12 months; noted the city's claims history was at 108% with the target being 85%; noted the city's demographics remain unchanged with low turnover; noted there was an increase in pharmacy claims up 19%; and noted overall claims were up 65%.

Mayor Ford asked if the pandemic may be a factor.

Mr. Leggett noted elected surgeries were put off last year, and from what they have seen, the city had no increases due to COVID claims unlike where he has seen over \$1million and above, but rather for the City of Stockbridge on-going high-cost claims over the 12-month period, along with specialty drugs and Cigna anticipating four major upcoming claims for the city in excess of \$100,000 and 10 members with anticipated claims in excess of \$35,000 that is causing the increases; noting they have no ties to any one carrier and tries to remain within budget. Mr. Leggett noted he reviewed claims with Ms. Wheeler in HR and anticipated a 25% increase in the renewal, however, with a non-marketing renewal, they were able to get the 10% renewal with Cigna. Mr. Leggett presented the current plan with

no plan design changes or contribution changes; and noted a Supplemental Health Plan like GAP insurance.

Councilman Blount motion to approve with no changes to the plan; second by Councilwoman Gantt; the motion passed 5-0.

SPLOST, & TSPLOST Updates - Presented by John Wiggins

Mr. Knighton noted TSPLOST meetings with staff, Henry County Commissioners, and staff and all four cities met to discuss their proposed TSPLOST projects should the 2021 Referendum pass; noted the County hired an advocate to promote the passing of the TSPLOST Referendum noting the city cannot spend funds advocating for TSPLOST; noted there would be upcoming meetings and discussions over the next 1 ½ months with the Henry County Board of Education, and the Chamber of Commerce noting while definite dates have not been set, meetings are expected to take place soon.

Mayor Pro Tem Alexander noted the Trail system is the centerpiece of the TSPLOST projects along with roads, the Rock Quarry Rd. road-widening project; noted TSPLOST is not the sole funding source on these projects with GDOT contributing funding for the Hwy. 42 road widening, Hwy. 42 to Ext 2 at 675 road widening and the new 4-lane brand new roadway from Hudson Bridge to Jodeco Rd. called the Western Parallel Connector; noted city projects will received close to \$200 million dollars and thanked Councilman Thomas for including projects in the Tye Street area which have long been overlooked.

Annexation - Phase I - Presented by Brecca Johnson and Kc Krzic of the Collaborative Firm

Ms. Johnson noted the Unified Development Code (UDC) would be presented at the October 11th Council meeting for final adoption, along with the city's Official Zoning Map; noted the Community Development Department would be reaching out to residents to meet the state requirements and start the conversation with homeowners & property and business owners starting in October 2021 to present for the legislative session.

Ms. Johnson presented a map dated July 1, 2015, noted as Annexation Fiscal Impact Study - Zones of Research and referenced county areas surround by Stockbridge city limits.

Councilwoman Gantt agrees with filling in the holes as it relates to policing, businesses, and taxes, respecting the neighbors and speaking with the community and then moving forward.

Mayor Ford noted regarding Annexation, it is critical to set up meetings with residents in the community and not force it upon them and have a positive majority; and is okay with commercial annexation.

Mayor Pro Tem Alexander noted the city needs to close the holes with something to offer the proposed residents, particularly in the area of Eagle Ridge, Northwinds and the Banks Road residents who all surround the city and can't vote, despite being impacted by what occurs in the city; referenced amenities such as sanitation and supports moving forward with town halls; noted the Henry County police department will not go away, but will be enhanced by the Stockbridge police department as is done in McDonough, Hampton and Locust Grove.

Councilwoman Barber noted she supports the annexation and plans to move forward with town halls and engaging the community.

Councilman Blount expressed the need to inform the citizens and stated coming into the city of Stockbridge will come with a cost.

Ms. Johnson noted she plans to work with the city's Economic Development Director and Public Works Director and City Attorney regarding the collection of fees, service delivery and commercial infrastructure costs.

Councilman Thomas noted there are benefits to annexing residential and commercial properties with benefits to revenue and service delivery as well; noted the city needs to plan for the future with annexation and believes the city is moving in the right direction; noted the need to focus on future development and is okay with moving the annexation plan forward.

Unified Development Code (UDC) - Presented by Brecca Johnson and Kc Krzic and Nicolette Washington of the Collaborative Firm

Ms. Johnson noted the UDC has been a tremendous undertaking noting the Collaborative Firm has done an excellent job despite there being staffing changes in the city, everyone has worked diligently to clear up a number of conflicts and inconsistencies addressed and updated code where needed; noted some code sections were obsolete and have been deleted; noted comments from the Mayor & Council today will be helpful before the UDC is presented to the Planning Commission at the September 23rd meeting; noted it will take time for departmental staff to familiarize themselves with the UDC, noting the new code with final adoption on October 11th.

Ms. Krzic noted the updated document is more than 400 pages; noted inconsistencies are normal with the goal being streamlining; noted the city does have a Historic Preservation Ordinance, but does not have a Commission established; noted the goal of the new revised UDC is to improve organization and user friendliness for all users; update the zoning and overlay districts; integrate architectural and site design requirements and define and streamline the review process; keeping in mind that typically before a developer comes to the city, they have been looking at a site for more than a year, and this updated guide will make it clear for developers to come to the city to build.

Ms. Krzic noted Article is the heart of ordinance and zoning; reviewed the Zoning Districts in comparison with the city's Comprehensive Plan and GIS data; referenced the New City Center Residential District which allows for duplex, triplexes, quadraplexes, accessory dwelling (in-law suite), and senior housing; noted New PD (Planned Development) District with the preliminary Concept Plan being reviewed by the Planning Commission and City Council which will require a Master Development Plan where this process will allow the City to consider a variety of Mixed Use proposals and determine which projects are appropriate for specific areas within the City; transposed the Official Zoning Map with the new districts; created a new Downtown Zoning District which include City Hall, the Merle Manders Conference Center, Clark Park, Cochran Library and the Downtown Strip; noted the Downtown Village Overlay District (formerly Historic Downtown area) which have specific requirements; updated Parkway Mixed-Use Overlay District Standard where there were three (3) Overlay Districts: High Rise, Highway 138 and Highway Corridor, with a combination of all previous overlays; allows mixed-use development

by right; allows increased height compared to other areas in the City; allows reduction of parking if applicable; includes site design and access management standards and includes landscaping, lighting, and buffering requirements; updated the Citywide Development Standards; reviewed the Zoning Processes and made sure the language was consistent; updated the Tree Protection standards which was previously only on paper in the Clerk's Office; created written procedures for Subdivision Regulations; overhauled Environment Protection Federal and State standards; Infrastructure Improvements section was re-written as it included all of Henry County's code which had been re-written; and update minor housekeeping Zoning Updates and verbiage; noted the next steps include a presentation to the Planning Commission on 9/23 and final adoption by the Council on 10/11/2021 Public Hearing.

Mayor Ford referenced the changing of the zoning districts from 19 to 13 to be voted on by the Mayor & Council.

Ms. Krzic confirmed the Council will be voting on both the UDC document and the City's Official Zoning Map.

Councilman Thomas thanked Ms. Johnson for jumping in the trenches and getting this document updated; thanked Ms. Krzic and Ms. Washington for the presentation noting he has advocated for an update of the UDC for several years citing the many conflicts, inconsistencies and out-of-date information that staff, business owners and developers were having to deal with and is glad that is being cleaned up to make a clear working document for everyone to utilize and is much needed for smart growth and cannot say enough about planning for the future.

Ms. Johnson noted it is important to implement trends that make sense for the City of Stockbridge, noting everyone will be up to speed by January 2022 and ready to push the information out to developers.

Mayor Pro Tem Alexander stated that in no uncertain terms, the previous code was weak; noted the city of Stockbridge should be able to set the standards for amenities such as tennis courts, golf cart transportation or as many as amenities you can to connect the community; noted the city of Stockbridge is controlling the quality of life inside each of these subdivisions to make a complete community.

Mayor Ford noted to implement golf carts, the city would need a trail network.

Councilwoman Gantt noted the code update was very much needed but has a concern with requiring all amenities and does not want to make the housing unaffordable with large HOA fees and does not want the city to be seen as anti-development friendly, but rather business friendly for economic development and growth.

Councilman Blount noted the city should be careful and cautious about the size of the streets.

Ms. Krzic noted in the Transportation Section, the street width requirements are 24' - 27'.

Councilman Blount asked if these widths of the streets will affect parking on the street and emergency vehicles.

Ms. Johnson noted Code Enforcement will address parking on the street and continues to look at ways of making things better.

DAY ONE RECAP

Mr. Knighton gave a preview of Day 2 of the Budget Retreat; with TSW and Keck & Wood on the Cultural Arts Center; update on projects from Falcon Engineering & Design; DDA Budget Presentation and Downtown Strategic Work Plan; Economic Development and Main Street Budget Presentations; Information Technology Presentation and Public Works Presentation; noted the FY2022 is required to be presented to the Mayor & Council by 10/31/2021 and between now and then will be reviewed for and scaled down for final presentation. Mr. Knighton also noted the Henry County Development Authority has made a request to address the Council during the Budget Retreat on Friday, September 17th.

Mayor Pro Tem Alexander asked Mr. Knighton to speak to the discussion of the Police Chief Appointment.

Mr. Knighton noted he would speak to the position without naming the applicant if there is a consensus of the Council to do so.

Mayor Ford noted the position was discussed in Executive Session and have a plan of action on moving forward.

Mayor Pro Tem asked for a consensus of the Council to move the discussion forward.

Councilman Blount asked the Council to hold off on the presentation allowing for the requested presentation.

Councilwoman Gantt respectfully asked the Council not to move forward with an amendment to the Agenda.

Councilwoman Barber stated it is her understanding that the Council is moving forward with the action, and that Councilwoman Gantt still needs time to ask questions of the applicant, however, she is prepared to move forward with a vote if it is the Council's will.

Councilman Thomas stated he has not spoken with the applicant and is okay with moving forward if it is the wishes of the Council, and ready to move forward with a vote if it is brought forward.

Councilman Blount asked for no action until he and Councilwoman Gantt have viewed the presentation.

Mayor Ford asked for clarification from Attorney Berry.

Attorney Berry noted there were no actions taken in Executive Session and any votes on the matter must be taken in public, outside of Executive Session.

Councilman Blount stated having the right to a consensus does not make the action the right thing to do.

Mayor Pro Tem requested Mr. Knighton to continue.

Mr. Knighton asked Mayor Ford, and it was confirmed by Mayor Ford for Mr. Knighton to continue.

Mr. Knighton noted the plan is to bring the Police Chief on board in an Interim position with a 1year contract and 6-month severance, car or car allowance, 80 hours vacation and 40 hours sick leave, a city-issued computer and cell phone, and professional fees and dues which is standard requests.

Councilwoman Gantt asked for clarification if there is going to be a vote tonight, advising Mayor Ford he is presiding officer and should determine if the process is out of order and improper and allow the action to move forward or not; and noted Josh Fenn of the Henry County Development Authority spoke about a major development at Jodeco Station, referencing Mr. Knighton's request to add the HCDA to Budget Retreat Agenda on Friday, September 17, 2021.

Mayor Ford noted the item was not on the Agenda and typically, Agenda amendments are made at the beginning of the meeting on that day.

Councilwoman Barber noted the offer included a 3-month severance and asked Mr. Knighton to make the adjustment; and asked to solidify a directive for Mr. Knighton to move forward to allow the Police Chief to have input in the Budget Retreat and have direct input in the Budget next year and who will be conducting the town halls that will begin this year, by the end of the year, noting Mr. Knighton is a City Manager, not an expert in law enforcement; noted this is not a rushed decision, but a decision that is necessary to give the public adequate information.

Councilwoman Barber motioned to amend the Agenda to add a Discussion regarding an offer for the Police Chief Candidate; second by Mayor Pro Tem Alexander.

Councilman Blount questioned the 6-month severance with a one-year contract and the consensus of the Council moving forward with the discussion.

Councilwoman Gantt noted the Council is not ready due to the discussions with the discrepancy of a 3-month or 6-month severance package; noted funding of the police department was including in the Police Feasibility Study; noted the Council moved forward with putting bonding in place for the start-up and noted the Council did not place the Police Department on a SPLOST Referendum as other Councils had; and asked the City Attorney if the matter should be discussed openly.

Attorney Berry noted Personnel Matters can be discussed in Executive Session or in Open Session.

Mayor Ford called for a vote: The motion passed 3-2 (Blount/Gantt Opposed). Councilman Blount and Councilwoman Gantt cited their no vote opposing the discussion of personnel matters in open session; Councilwoman also noted her request to speak with the applicant and agreed upon in Executive Session). Councilman Blount exited the meeting.

Councilman Thomas made the stated that in every position that the city has hired, there has never been any communication of going to the public with the hiring or appointments such as the City Manager or any directors ever been discussed with the citizens.

Councilwoman Gantt stated she does not agree with the process.

Councilman Thomas stated the City Attorney appointments were not brought to the citizens, nor was the Economic Development Director, nor has any Director been brought to the citizens prior to an appointment; and noted Councilwoman Gantt still has an opportunity to meet with the candidate.

Councilwoman Barber motioned for Mr. Knighton to move forward with negotiations with the applicant and make an offer; second by Mayor Pro Tem Alexander.

Councilman Blount re-joined the meeting noting this is the first instance where benefits of a potential employee were being discussed since he has been a member of Council; and agreed no other Appointment or Director position has been brought before the citizens; noted there is not a full understanding of the benefits.

Mayor Ford called for the vote: The motion passed 3-2 (Blount/Gantt Opposed).

Councilman Thomas motioned to adjourn; second by Mayor Pro Tem Alexander; the motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



Where Community Connects

SUMMARY MINUTES FY2022 BUDGET RETREAT

THURSDAY, SEPTEMBER 16, 2021 9:00 A.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilman Alphonso Thomas
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt

Administration

Randy Knighton City Manager
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Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Staff in attendance: Brecca Johnson, Community Development Director - Decius Aaron, Public Works Director, Renee Wheeler, Human Resources Manager - Alan Peterson, Economic Development Director and Kira Harris-Braggs, Main Street Program Manager

The meeting was called to order by Mayor Ford

Invocation by Mayor Ford

The Pledge was recited in unison by all in attendance.

Roll Call - All members present

Motion to adopt the Amend the Agenda to add Discussion of an Interim City Manager:
Alexander/Barber passed 4-0-1 (Blount Abstained).

Motion to adopt the Agenda: Alexander/Gantt Passed 5-0.

Day Two - Facilitated by Randy Knighton, City Manager

Mr. Knighton provided a recap of Day One noting Mr. Ed Wall the City's Financial Advisor reviewed the American Rescue Plan (ARPA) and Infrastructure funding; noted (GRAS) Georgia Radio Alliance Stockbridge was in place for the upcoming concert on September 25th, and a ribbon cutting prior to the event and planning was in the works for the 2022 operations and roster of artists; noted the discussion on increasing healthcare cost, with the Council voting to leave the plan in place with regard to employee contributions; referenced the discussion on SPLOST and TSPLOST projects with the hopes of the TSPLOST passing on the November ballot; referenced the discussion on Annexation and the desire of the Council to move swiftly for public engagement, noting the Community Development Department would take the lead and look into legislative action; noted the (UDC) Unified Development Code was well underway with updates to Design Standards, Overlay Districts, Zoning, etc. and is a 400+ page document scheduled to be presented and adopted by the end of October.

Mr. Knighton then gave a preview of today's Agenda which will include a financial overview from Mr. Wiggins, TSW will present the Cultural Arts Center with a focus on programming, and the DDA will present information on Downtown Stockbridge and the Strategic Plan; noted Falcon Design will provide project updates and status, and Economic Development, IT, Public Works, Main Street and the DDA will be presented the proposed FY2022 Operating Budgets.

Mr. Wiggins gave a brief overview of the FY2021 Operating Budget as of 8/31/2021 which shows the General Fund Balance of \$6.8 million in revenue and \$8.4 million in expenses with a variance -\$1.6 million due to the payment on the loan, and noted what has been trending is trending revenue than expenditures as of August 31st; coming off the mid-year Budget Review with Fund Balance at \$15.6 million; there are a number of projects coming forward that will be reimbursed with ARPA funding such as Drainage Improvements; noted the SPLOST III and SPLOST IV have balances, however the funds are allocated, specifically, \$3 million has been allocated for the East Atlanta Rd./Lee Street Road widening project as part of the Amphitheater internal road construction; noted three of the major projects that were at or near completion: the new Public Works Facility at \$2.5 million, Reeves Creek Trail Park at \$1.4 million and the Amphitheater at \$20 million;

Cultural Arts Center - TSW and Keck & Wood

Mr. Trevathan noted the Cultural Arts Center project will use a Construction Manager at Risk; Ms. Heather Hubble noted a survey had been sent to the Governing Body to get the vision and programming needs; the top 4 rankings for Green Space in front of the Arts Center was #1 Permanent Artwork & Sculptures #2 Water Feature #3 Rotating Artwork & Sculptures and #4 Open Green Space; noted the feedback was very helpful; on the question of outdoor event, 50% Outdoor education/Art Classes 45% Farmer's Market 40% Festivals 25% Outdoor Fitness Classes 25% Food Trucks, and noted a response received stated "It's and Art Center so any activity should relate to the Arts". Question was asked regarding a water feature at the Art Center considering the proposed Splash Pad at the Amphitheater, and there was 43% importance rating for any feature; noted art sculptures with water feature received the most feedback in the survey; noted the water features will require continued maintenance; four theater space pictures received equal votes; Performance Type Rankings #1 Live Performance Community Theater Plays #2 Live Performance Traveling Theater Plays #3 Orchestral/choral Live Music #4 Live Performance Musical Plays, noted #3 would require additional cost to fit a 50-piece orchestra on the stage and there would be cost savings if that became less important; 77% Woodwind Quartet, 70% 30-piece Small Orchestra, 63% Processional events, 63% 50-piece Orchestra, 63% String Quartet, 63% Jazz Bands, 57% Rock and Pop Bands.

Mayor Ford noted the Orchestra Pit is usually at a lowered level.

Ms. Hubble noted that would be the case in a live theater performance with live actors on stage, and that's a different acoustic setup; noting the city needs to determine the types of performances for the theater.

Councilman Thomas asked if the venue would allow for musical groups in the ballroom.

Ms. Hubble noted DJ's, small quartets, and small bands for wedding receptions would be accommodated.

Councilwoman Gantt expressed concerns of the number of seats in the theater.

Ms. Hubble noted the VIP boxes were taking up a lot of space and noted the boxes can be sold for a higher price, however, they will have a more diminished sound; noted the city needs to finalize the curtain color.

Mayor Pro Tem Alexander thanked TSW for their continued work and seeing the vision of the city with quality products and excellence; looks forward to the ground-breaking.

Councilman Thomas agreed noting he has advocated for the facility for years and is excited opportunities and improving the quality of life for our citizens and asked for more details on the theater chairs.

Ms. Hubble noted, based on the feedback, TSW needs feedback to know which direction to go and they will start selecting furnishings and fabrics.

Mayor Pro Tem Alexander noted the Cultural Arts Center didn't just pop up, noting the LCI is the plan that guides these projects which included the Amphitheater and Cultural Arts Center, noting those projects were ranked to fill the complete the vision of downtown Stockbridge.

Councilman Blount noted he agreed with the Amphitheater and Cultural Arts Center, and that he and Councilwoman Gantt were unaware the city would be forming a police department.

Mayor Pro Tem Alexander noted the importance of keeping everyone who attends the Amphitheater and Cultural Arts Center safe while they are visiting these facilities in the city, noting Public Safety is a priority.

Mr. Trevathan presented a preconstruction timeline, noting plat combinations are needed, and noted the construction delivery method would be Construction Management At Risk (SMAR) 80/90% use this method, being used more in the public sector, must have a strong contingency to cover unexpected expenses.

Mayor Ford noted the importance of seeing the timeline so everyone could see these projects don't happen overnight, there are many details involved.

Councilman Thomas asked about the name on the building – Carrie Ma Hambrick Cultural Arts and Enrichment Center.

Ms. Hubble noted there had not been a rendering yet to include the full name of the center.

Mayor Pro Tem Alexander thanked Councilwoman Barber for being instrumental and insisting on bringing Keck & Wood as the project manager who is overseeing this project and is working on behalf of the city.

Mr. Trevathan noted these are unique times with the pandemic and spikes on materials, noting shortages on materials and supplies.

Falcon Design & Engineering Consultants Project Updates

Mr. John Palmer presented the following updates on city projects; 1. East Atlanta Rd, North & South Lee Street Roadway & Intersection Modifications • Easement/ROW acquisition exhibits delivered to City Attorney on February 15, 2021 • Project was bid by the City on July 8, 2021 • City notified FDC of contract award and executable contract documents were furnished to the City on July 28, 2021 •

Currently awaiting notification from City that contracts have been executed • Preconstruction Conference will be schedule within one week of notification of executed contract • Easements/ROW acquisition are currently being addressed by Attorney • Revised signal plans have been submitted to GDOT 2. Smith-Barnes Sewer Collection System Rehab & Force Main Rehab & Replacement • Project plans and contract documents are complete • Project is currently scheduled for bidding on December 2, 2021 • Project award and execution of contracts is estimated to be an additional 60 days • Preconstruction Conference will be schedule within one week of notification of executed contract • Project is scheduled for 180 consecutive calendar days for completion from Notice to Proceed 3. Sign Design • Way Finding Signs – Complete and submitted for review • LED Sign – Submit for final review September 16, 2021 • Second phase of site plan development to begin, surveying, and easement acquisition set to begin 4. LMIG 2021 • Project was bid by the City on March 25, 2021 • FDC notified July 30, 2021 by City that the contract for this project was executed • Preconstruction Conference held on August 4, 2021 • Due to contractor schedule conflicts, the Notice to Proceed has been issued for March 1, 2022 5. LMIG 2022 • Project has begun the required data collection and roadway evaluations • Project is scheduled to be submitted to City for their review by September 30, 2021 • Estimated bid date is approximately February, 2022 • Estimated project start date is approximately May, 2022 6. Lee Street Improvements North of Amphitheater Drive • Survey complete • Preliminary Design Plans Complete • Project review to include multiuse path on north side of amphitheater drive • Final Plans ready for Permitting October 28, 2021 7. Lee Street Overflow Parking • Survey complete • 93 new parking spaces - Preliminary design plans complete • Final Plans ready for Permitting October 28, 2021 8. Downtown Alleyway • Project plans have been permitted by the City • Meeting with property owners to be held on Monday, September 27 at 6:00PM 9. Love Street • Field survey complete • Draft survey submitted to City • Waiting on title information from City attorney 10. Misc. Stormwater Structure Review & Potential Mitigation • On-Call services that addresses repair and/or installation of stormwater infrastructure. Current projects are: on 103 Turning Point ♣ Plans complete and submitted to City's annual labor contractor for pricing ♣ Easement exhibits are being developed for City Attorney on Hudson Bridge Drive ♣ Plan is complete and City's annual labor contractor has provided approved pricing ♣ City has obtained written permission from impacted property owners ♣ Currently waiting on City's annual labor contractor to schedule work on 904 Needletop Court ♣ Plan is complete, Attorney has developed required easements from exhibits provided by FDC and City's annual labor contractor has provided approved pricing ♣ Currently waiting on City's staff to obtain signed easements before the City's annual labor contractor can schedule work. The Magnolia's @ Eagles Landing ♣ Plan is complete and City's annual labor contractor has provided approved pricing ♣ Currently waiting on City's annual labor contractor to schedule work.

Councilman Blount noted he appreciates the beautification to Bryant Street.

Councilman Thomas noted from the beginning of the Amphitheater project, he expressed concerns about the residents on the back side of the Amphitheater and recommended a barrier and received push back; and now citizens are complaining when he tried to address this matter originally.

Mayor Pro Tem Alexander noted the city will monitor the sound, when the venue is full; sound will be mitigated and noted there are no questions about cost when friends make requests, whereas when other projects are brought forward there are continued questions about the cost; and asked that the complainers offer solutions; noted the city needed wayfinding signage; and asked when the Amphitheater Park was slated to open. Mr. Knighton noted the park would be open on Monday.

Mayor Pro Tem Alexander noted the city can utilize the \$650,000 in ARPA funding because we had shovel-ready projects.

Councilwoman Gantt thanked Falcon for their presentation noting customers submitted information for noise mitigation, which was submitted to the City Manager, noted the Amphitheater stage was strategically placed in a position to have the sound face in the direction of the railroad tracks, emphasizing there needs to be resolution.

Councilman Blount noted there is a difference between eliminating noise and mitigating noise; need to try to keep the community whole and is in favor of mitigating the noise for the community.

DDA Budget Presentation & Downtown Stockbridge Strategic Work Plan

Mr. Peterson presented the Proposed FY2022 DDA Budget noting \$500 added for office expenses and miscellaneous expenses, and the DDA Board is scheduled to vote to approve the proposed FY2022 Budget at their 9/21/2021 meeting; referenced the Strategic Plan that came out of the Main Street Advisory Board and DDA Joint Planning Session in June 2021 with the goal of all internal partners being on the same page and highlighting the goals and carrying out the approved RSVP which included the Pedestrian Bridge and Sidewalks on Love Street, and

Mayor Pro Tem Alexander asked about movement on the Stockbridge Association of Business which has not been reconstituted noting the Council agreed the Association would be a stand-alone entity.

Mr. Peterson noted he met with Brecca Johnson and Randy Knighton noting the SAB is noted in the Short-Term Work Plan, and noted the SAB would be sustainable on its own, the city would not collect monies or prepare minutes, but would definitely be a partner; noted the Downtown Business Retainment and Recruitment meets the first Monday of every month; elaborated on committees where the process can have meetings that can take place with developers where the conversations remain private while details are being negotiated and ironed out; noted the committee assists with the downtown design guidelines, and marketing strategies; noted there are site visits, online surveys; meetings with Josh Fenn and the Henry County Development Authority to discuss potential opportunities.

Mayor Pro Tem Alexander asked for the status of the city being able to offer Economic Opportunity Tax Credits to offer businesses \$3,000 per job, every year for 10 years, as this should be the number one priority for Economic Development.

Mr. Peterson noted he spoke with Ms. Tracy Sanchez the Region 3 Representative for DCA, noting the Opportunity Zone Designation is also on the Short-Term Work Program, and the census data will determine whether the city is eligible.

Economic Development and Main Street Budget Presentations

Mr. Peterson presented the proposed FY2022 Economic Development operating budget.

Mayor Pro Tem Alexander expressed his desire to see results.

Mr. Peterson noted business licenses have increased.

Councilman Thomas referenced the considerable number of vacant commercial properties, specifically along North Henry Blvd. and in the GameStop plaza.

Mr. Peterson noted a number of business owners have expressed interest and he is actively recruiting and working with the Henry County Development Authority and Georgia Power, working diligently on bringing restaurants into the city.

Mayor Ford noted the impact of the pandemic that has caused vacancies.

Ms. Johnson noted departments are working hand in hand in a team effort with Code Enforcement contributing by conducting Blitz events and audits twice per month, boots on the ground, to improve the appearance of businesses and compliance.

Mayor Pro Tem Alexander suggested regular tours of the Amphitheater as the City's biggest asset.

Councilman Blount noted he had made staff aware that you can't see the businesses from the street (GameStop plaza).

Ms. Harris-Braggs presented the Main Street Program Proposed FY2022 Operating Budget noting increases in programming, promotional items, uniforms, Board members shirts and name badges with the new logo.

Councilman Thomas noted the Main Street Board is very active and works; and will reserve comments with respect to the overall budget for the city; offered kudos to the program and board noting the Main Street Program makes efforts to bring people into the downtown area and with the addition of the Welcome Center, this will be the new heart of downtown with Economic Development housed there as well and foresees increased foot traffic, and is excited to see how this venture will spur business development and noted how one thing will impact the other.

Councilwoman Barber noted she is very impressed with the public artwork.

Ms. Harris-Braggs noted this is the first of 3-5 murals proposed over the next 3-5 years; noting the sculpture of STOCKBRIDGE letters will be a centerpiece sculpture.

Information Technology Budget Presentation

Mr. Ashley Smith presented the Information Technology Budget noting the focus being data backup in the cloud, upgrade phishing protection, adding an additional employee, and cyber security upgrades.

Mayor Pro Tem asked about adding WI-FI to the Amphitheater park and downtown areas.

Mr. Smith noted he did not recommend the city adding WI-FI noting it would be a liability for the city, and that the city should partner with AT&T, taking the liability off the city.

Public Works Budget Presentation

Mr. Aaron announced the recent passing of Lewis Payne who served the city for 28 years in the Water & Sewer Department.

Mr. Aaron presented the proposed FY2022 Operating Budget for Public Works; noted the new Public Works Administration building will be ready for occupancy in October where they will be able to

consolidate departments and have a 50-seat training room; noted increased costs from GFL and for landscaping services.

Executive Session

Motion to convene Executive Session for Personnel: Barber/Alexander Motion Failed 2-1 (Blount Opposed) (Gantt and Thomas were not present for the vote).

Meeting adjourned.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



**SUMMARY MINUTES
FY2022 BUDGET RETREAT**

FRIDAY, SEPTEMBER 17, 2021 9:00 A.M.

Mayor & City Council

**Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilman Alphonso Thomas
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt**

Administration

**Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins City, Treasurer
Quinton Washington, City Attorney
Jeremy Berry, City Attorney**

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Staff in attendance: Brecca Johnson, Community Development Director - Decius Aaron, Public Works Director, Renee Wheeler, Human Resources Manager, and Alan Peterson, Economic Development Director

The meeting was called to order by Mayor Ford

Invocation by Councilman Blount (Condolences and Prayers to the family of Ezekiel Pettway)

The Pledge was recited in unison by all in attendance.

Roll Call - All members present

Motion to adopt the amend the Agenda to add a presentation from the Henry County Development Authority: Gantt/Blount Passed 5-0.

Motion to amend the Agenda to convene Executive Session for Personnel Matters to the top of the Agenda: Alexander/Thomas Passed 3-1-1 (Gantt Opposed, Blount Abstained).

Motion to adopt the Agenda: Alexander/Thomas Passed 5-0.

Day Three - Facilitated by Randy Knighton, City Manager

Motion to adjourn Executive Session: Blount/Barber Passed 3-0 (Gantt and Thomas were not present for the vote).

Motion to reconvene the meeting: Alexander/Barber Passed 4-0. (Gantt was not present for the vote).

Mr. Knighton recapped Day 2 noting a major discussion involving programming of the Cultural Arts Center; project updates from Falcon Design; Main Street and DDA Strategic Planning; Department Budget Presentations for Main Street, DDA, Economic Development, Information Technology, and Public Works.

Governing Body, Clerk's Office, Youth Council Budget Presentations

Ms. Holiday presented the Governing Body's Proposed FY2022 Operating Budget (excluding the Youth Council).

Ms. Holiday presented the City Clerk's Office Proposed FY2022 Operating Budget.

Mayor Pro Tem Alexander asked that the Clerk's Office be granted access to the City's App to post public information; the Council agreed unanimously.

Ms. Ericka Harvey presented the Youth Council FY2022 Proposed Budget and Curriculum with an emphasis on COVID safety.

Human Resources, Executive, Financial Administration, and Non-Departmental Budget Presentations

Ms. Wheeler presented the Human Resources Proposed FY2022 Budget and referenced the newly Proposed positions: Community Development (3) Executive Assistant, Occupational Tax Clerk, and Chief Planner; Human Resources (1) HR Coordinator; Municipal Court (1) Deputy Court Clerk.

Councilwoman Barber noted public sector jobs tend to pay less than private sector jobs and asked how the salaries could be increased.

Ms. Wheeler noted there is latitude by the hiring manager within the salary range.

Mr. Wiggins presented the Executive, Financial Administration and Non-Departmental Budget presentations proposing a contract position of \$20,000 annually for a Videographer.

Mayor Pro Tem Alexander noted the city's \$15.5 Fund Balance and LOST Revenue up.

Mr. Wiggins confirmed the city is receiving \$500,000 per month and starting to collect SPLOST V, \$600,000 per month; and noted Franchise Fees are constant.

Henry County Development Authority Presentation

Mr. Josh Fenn, Mr. Rod Meadows, Mr. David Linton, Mr. David Crow, Mr. Charles Marshall Mr. Pierre Clements

Mr. Clements introduced the Board Members on the call and noted the Henry County Development Authority is here in a Joint Commitment to a New Partnership with the City of Stockbridge and wants to offer the city access to its resources and collaborate with the city in a joint effort to bring economic development opportunities to Stockbridge and Henry County and wants to make sure that message is heard.

Mr. Fenn referenced the (4) four phases of the county-wide Economic Development Plan and highlighted the businesses that have come to the county, the number of jobs created and the goal of continuing economic growth.

Councilman Thomas thanked the board members for coming and welcomes the opportunity to work together.

Councilwoman Barber thanked the board members for their efforts and asked what efforts are being made to bring Bio-Medical industry to Henry County.

Mr. Fenn noted businesses are looking at the strengths and weaknesses in a particular area and may include location, schools, transportation, tax incentives, etc., and referenced the groundbreaking that took place last week for the Jodeco MedOne facility.

Councilman Blount thanked everyone for coming and working together for success and asked how information will be disseminated to the cities.

Mr. Clements stated the HCDA plans to be intentional about communication and will be vetting an Advisory Committee.

Mayor Pro Tem Alexander noted the importance for the city's Economic Development Director and Henry County Development Authority working hand in hand; noted the city has seen few, if any projects directed to the city, and is glad to see the new energy from the board and the willingness to work with us and wants to work with you all to make Stockbridge and Henry County great; noted the Jodeco MedOne facility left the city of Stockbridge and relocated to Henry County; noted the Board Members are appointed by the Board of Commissioners and follow the direction of the Commissioners.

Mr. Linton noted this is a different board with a different thought process who operates independently and will look to operate and do what is in the best interest of the county.

Mr. Clements stated the board will do what they have never done before; trying to build an infrastructure with no silos; just trying to do the right thing.

Councilwoman Barber asked what could be done to improve the blighted areas of the city.

Mr. Fenn noted there are a number of tools in the toolbox for downtown redevelopment of urban areas.

Councilwoman Gantt thanked the board for the meeting and stated she is confident they will do an excellent job; and encouraged the board to attend the city's DDA meeting to discuss how businesses scout the area.

Mr. Fenn stated there is more site elimination that is being considered, not site selection; companies are looking for the right fit.

Mayor Pro Tem Alexander noted the city missed out on Empowerment Zone Status where former President Trump approved every applicant, noting that would be a game changer with the \$3400 Tax Credit per employee for 10 years, and challenged Mr. Peterson to pursue the Tax Credit approval.

Mr. Fenn noted certain metrics and criteria must be met to qualify; not a bad thing that you don't qualify; census tracts play a part. If you don't qualify that means your economy is doing well; you could receive the tax credit and then lose eligibility when your economy improves.

Mr. Peterson noted he is working on a plan for the city.

Mr. Marshall noted he has great interest in working with the city, noting you will see positive results and he is committed to that as priority #1.

Mr. Clements thanked the Council for the opportunity to speak and looks forward to working together.

Municipal Court and Police Department Budget Presentations

Mr. Knighton noted that in anticipation of the police department, discussion needs to take place regarding changing the Judge and Solicitor salaries from Per Session to full-time salaries and adding an Administrative Assistant position with increased activity, and this should all be a part of a larger discussion with the Council.

Mr. Knighton proposed \$5.6 million dollars for the police services budget for FY2022; noted if the department were to start July 1, 2022, there would be ½ year rollback from the county for 2022 or around \$1.8 million dollars paid to the city and not to the county; and noted the timeframe required to get equipment in place.

Councilman Blount and Councilwoman Gantt felt the process was moving too fast without citizen input.

Mayor Pro Tem Alexander noted the Council tells the public about the police department at every meeting, and the possibility of a tax; citizens were made aware at the two town halls that he hosted; noting citizens are aware, and with bringing residents downtown to the Amphitheater, Cultural Arts Center, Youth/Sr. Center, we need to keep everyone safe.

Councilwoman Gantt noted police don't stop crime, but rather enforce the law; city needs to be smart about the police department and believes the Henry County police department is doing a great job for the city.

Councilman Blount asked why not bond all \$5.2 million for police services or place police services on the SPLOST Referendum.

Councilman Thomas stated that everyone on the Council knows the City of Stockbridge made attempts to negotiate with Henry County for police services through the SDS Agreement and were not successful with those attempts; noted yes, the HCPD does a good job, however, there is not enough patrolling in certain neighborhoods, and that needs to change; and the difference citizens would be paying is for peace of mind, and a sense of security.

Councilwoman Barber noted the county urged the city to get its own police department; and noted when she questioned the \$7 million dollars in overruns of the Amphitheater, she was beat up at every meeting, and questions the concern about fiscal responsibility.

Councilman Thomas noted all the officials boast of a vibrant and robust downtown and city and questioned how you can have that without public safety.

Mr. Knighton noted the bonds will be paid back through SPLOST.

Community Development Budget Presentations

Ms. Johnson presented the Community Development Proposed FY2022 Operating Budget; requested Building Permitting and Inspections Services remain outsourced through FY2022; noted recommendations for (3) new positions to further develop the department, streamline on-line applications & fees portal. annexation discussions with the community for Phase I; transitioning to in-house Building Permitting & Inspections interviews; create fee schedules comparable to the Atlanta metro area; work with Economic Development to increase tax/business base.

Mayor Ford agreed to move forward with community townhalls regarding annexation.

Councilwoman Barber stated she is hopeful the first Annexation Town Hall can be on the heels of the approval of the UDC (Unified Development Code).

Recap of Proposed FY2022 Budget

Mr. Knighton thanked the Mayor & Council for their participation in the FY2022 Budget Retreat; noted the budget must be submitted by October 31, 2022, and questions can be addressed to him and the Treasurer, Mr. Wiggins. reviewed ARPA Funding; Georgia Radio Alliance upcoming events; Employee Healthcare cost, and Annexation with Town Halls coming forward; TSW Programming for the Cultural Arts Center, and Construction at Risk profile, Stockbridge Downtown Strategic Plan; IT focus on Cybersecurity; and Department Budgets; Public Works, Governing Body, Youth Council, Clerk's Office, Executive, Financial Administration and Community Development Budgets were presented, and the information will be used to put together a final copy to be presented to Mayor & Council.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



SPECIAL CALLED MEETING SUMMARY MINUTES

MONDAY, SEPTEMBER 20, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Call to Order made by Mayor Ford.

Invocation provided by Councilman Thomas.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call.

Mayor Pro Tem Alexander motioned to adopt the agenda: Second by Councilman Thomas. The motion passed 5-0.

EXECUTIVE SESSION

1. Personnel Matters – Appointment of the Police Chief

Mayor Pro Tem Alexander motioned to convene into Executive Session for Personnel: Second by Councilman Thomas. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to end Executive Session: Second by Councilman Thomas. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting: Second by Councilwoman Barber. The motion passed 5-0.

Mr. Knighton noted he is bringing forth for confirmation by the City Council, Frank Trammer for the position of Police Chief for the City of Stockbridge who has extensive law enforcement experience including being the Deputy Chief for Georgia Tech, City of Atlanta, and City of Sandy Springs.

Mayor Pro Tem Alexander motioned to accept Frank Trammer as the Chief of Police for the City of Stockbridge: Second by Councilman Thomas. The motion passed 3-2 (Gantt/Blount Opposed).

Chief Trammer noted it is an honor and privilege to have the opportunity to serve the citizens and thanked God, Mayor and Council for the opportunity for placing faith and trust in the ability to fill an important role. Mr. Trammer noted he understands Councilwoman Gantt and Councilman Blount's concerns and hopes they will be able to address concerns and move forward; also thanked his family for sacrifices and support offered. Chief Trammer noted he has conveyed he believes policing is a high calling and one of the most noble professions and believes to be truly effective, policing must be an interactive process between police and members of the community. Chief Trammer noted in order to maintain a positive and collaborative relationship with the community stems from having the ability with the department to effectively perform its role which depends upon the community approval. Chief Trammer also noted policing is a great responsibility that requires service, integrity, accountability, commitment, and executive stewardship and looks forward to serving as the Chief of Police.

Councilman Thomas welcomed Chief Trammer to the team and the City of Stockbridge.

Mayor Pro Tem Alexander thanked and welcomed Chief Trammer and noted he will do a great job.

Councilwoman Barber welcomed Chief Trammer aboard and noted she is looking forward with working with Mr. Trammer and plans already thought out. Chief Trammer noted it is not his police department, but the citizens police department and believes they should be involved and looks forward to partnering with community.

Councilman Blount noted because there are indifferences does not mean there are denials to have the city move forward, just a difference of opinions.

Councilwoman Gantt congratulated Chief Trammer and noted she doesn't have an issue with the police department, but with the process and looks forward with working with him.

Mr. Knighton wished Chief Trammer well and hopes the community supports.

Mayor Pro Tem Alexander motioned to end the meeting: Second by Councilwoman Barber. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



**COUNCIL MEETING
SUMMARY MINUTES**

MONDAY, OCTOBER 11, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Call to Order made by Mayor Ford.

Invocation provided by Councilwoman Gantt.

Pledge of Allegiance was recited all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call.

Councilwoman Barber motioned to amend the Agenda to add Henry County Tax Commissioner Michael Harris to the Agenda for Millage Rate Discussion: Second by Councilman Thomas. The motion passed 5-0

Mayor Pro Tem Alexander motioned to amend the Agenda to defer Rezoning Case #RZ-2021-01 and Comprehensive Plan Amendment Case #CP-2021-01 to the November 8, 2021, meeting: Second by Councilman Thomas. The motion passed 5-0.

Councilwoman Gantt motioned to adopt the amended Agenda: Second by Councilwoman Barber. The motion passed 5-0.

Councilwoman Barber motioned to approve Minutes: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

1. 8/16/6/21 2. 8/31/21

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted. None

CEREMONIAL

3. Proclamation - Hispanic Heritage Month
Ms. Gabriella Torres De Medina noted this year's theme is Esperanza which means "hope", thanking the Mayor & Council for the proclamation and thanked Mayor Pro Tem Alexander and Ariel Shaw for their continued support and thanked the city for helping her business survive through COVID.
4. Proclamation - Domestic Violence Awareness Month
Ms. Christy Tucker Sims thanked the Mayor & Council for the proclamation and noted she is thankful to be a survivor and advocate, thanking the City of Stockbridge for continuing to bring awareness to domestic violence and prevention.
5. Proclamation – Breast Cancer Awareness Month
Ms. Mildred Schmelz thanked the Mayor & Council for standing with the courageous men and women survivors and honors those who have lost their lives, accepting the proclamation on their behalf.
6. Proclamation – National Women's Small Business Month
Ms. Ariel Shaw, President and Founder of Southern Crescent Women in Business thanked the Mayor & Council for the proclamation and recognition and referenced statistics related to women-owned businesses and the contributions to the economy.

INFORMATIONAL

Henry County Tax Commissioner Michael Harris noted he was contacted by the City Treasurer and City Council officials to provide information should the City implement a millage tax and the impact on residential properties. Mr. Harris noted based on the city's current digest, there is 1.824 mills in place for county police services that would go away and be replaced by a city millage tax of 3.0 mills for police services and the city would generate \$3,171,000 million for the year. Mr. Harris gave the following scenario based on the average Henry County home with a Fair Market Value (FMV) of \$225,000 and no homestead, no veteran, no age, or any other exemptions, the homeowner would have a millage assessed at \$105.84 per year for police services. Mr. Harris noted the county assesses a millage tax and includes school, county, water millage, noting if the homeowner qualifies for homestead, veteran, or age exemptions, the millage rate would be decreased, likewise the annual tax amount would be decreased and noted the information presented here tonight has been submitted to Mr. Wiggins, the City's Treasurer.

Councilwoman Barber asked Mr. Harris to breakdown the County's assessed 39.206 millage which includes school and all other county taxes.

Mr. Harris noted the 39.206 would be the city's new rate should the Council decide to forego county services and rollback the 1.84mils and add 3.0mils along with school taxes which account for 58-60% of the current millage assessed and the balance being county taxes and water.

Councilwoman Gantt asked for the record "Mr. Harris, you said that it's going to be 3 mils, not 3.5, is that what you're estimating?"

Mr. Harris noted the information that he is providing is based on the numbers that had been provided to him by the City Treasurer.

Councilwoman Gantt asked for the record "with their millage rate right at 3.6, I thought ours was going to be 3.5 roughly. Theirs includes Fire and they had a rollback at 1.84; and are you aware that our Financial Advisor as well as our City Manager and Treasurer had given us a financial statement? I think they had in that statement that was discussed with you that they also stated we have to do a 3% increase every year thereafter?"

Mr. Harris responded that he had not heard that, but that he had read some of the reports from the Financial Advisor but had not heard anything regarding the specifics and implications on ongoing costs.

Councilwoman Gantt stated for the record "I think on June 7, 2021, at 7:13pm EST our City Manager did give us a financial projection about a state tax, I mean a city tax we would have to have, and he also attached the financial document breaking down, so I do want Mayor and Council to be aware of that. The financial statement actually states we would have a 3% increase every year and it also shows our fund balance going down by half in 2024. So, I appreciate you Mr. Harris for giving us that information. I'm looking here at 1.824 rollback and if that's the same, does McDonough get a higher rollback than we do because they have fire?"

Mr. Harris noted there is a separate agreement in reference to the City of McDonough Fire and there is a mil associated for Fire that the majority of cities have in place which is 1.105. Mr. Harris also noted the County's mil rate did not go up, it was broken down to select services for residents to understand such as: police millage rate at 1.824, Fire millage rate at 1.105, recreation at 0685 and other county services in unincorporated areas at .313.

Councilman Thomas noted the city controls the operating budget for the city, including police, and asked Mr. Harris to confirm the millage is based on the budget, noting the city will determine the size and budget for the police department, and asked Mr. Harris to also speak about the senior homeowners and other exemptions.

Mr. Harris confirmed the budget would be established first, and the mils would be determined based on the budget; and noted a majority of homeowners have filed for homestead exemption, and exemptions are available for homeowners that reduce at age 62, 65, 68 and 70, where there is no school tax assessed; and noted the city can also implement the same exemptions for its citizens.

Councilwoman Barber asked Mr. Harris what happens if more residents come into the city, what would be expected as far as the millage rate is concerned; asking if there is a larger population of residents and businesses, they could share in the millage rate, reducing the amount payable by the homeowner.

Mr. Harris responded yes, noting the millage is tied to the Tax Digest and the value of the homes, and as the value increase, noting the higher the value of the property, the greater the Tax Digest; and noted the city would have the option to keep the rate the same, or reduce it as the millage rate is set and determined by the City.

Councilman Blount noted the conversation with the elected body should have taken place months ago prior to getting to this point and referenced the feasibility study of sustaining a police department at \$5.8 million dollars, noted the Financial Advisor has stated there will be \$1. mil on the \$25 million dollars, now you are over six almost seven million dollars, and referenced the increases and decreases on projects that's not even being calculated, as we are talking about millage, we have to talk about the budget, and asked how you then surplus the budget, noting the Tax Commissioner cited the City would receive an estimated \$3 million dollars, and the millage rate won't cover the excess; and referenced services that would be required and the city being in an SDS Agreement noting the city doesn't have a jail or detention services, stating with the rollback, additional services would need to be included in the city's budget, and will decrease the budget; and stated that when you increase in houses, you increase in services, unless businesses come in; and the conversation is being centered around taxes but you also need to talk about how the budget will be affected with the additional services; stated this is not apples to apples, but rather apples to oranges; and stated the elected body needs to determine the how to cover the additional services to the budget outside of the \$3 million dollars that will be received from the millage tax; stating there is not a plan in place to cover the additional \$8 million dollars that will be added to the budget.

Mayor Pro Tem Alexander stated this is what you go through when you have hypothetical situations and stated the real fact of the matter is no one is going to know what a potential tax is going to look like until the Police Chief comes in and puts pencil to paper and says what the department is going to look like, how many officers will be required, and the total package, noting the exact reason the Police Chief was hired so that he could come in and put the police department plan together; noting the feasibility study was put together by people who do numbers and such, and now what will happen is the police officials will get involved in partnership with the community, noting nothing will be planned until the Police Chief goes out and talks to the public and ask what type of police force you want to see, in combination with a citizens advisory board, that plan will be brought back to the Mayor & Council who agree upon the plan, and then move forward and approve a budget. Until then, everything is an unknown hypothetical; stating no one can say there will be a city tax until without allowing the Police Chief to present the plan; noted Hampton and Locust Grove operate a police department without a tax; noted the City of Stockbridge has a \$16 million dollar fund balance and will receive \$9 million dollars from the Biden plan, and Congress is debating an Infrastructure plan that would generate \$8-\$10 millions more in funds being distributed to the city, noted the City of Stockbridge has never been in a better financial situation than it is in right now; noted the city currently needs infrastructure and with this funding in place, it's covered by these excess funds coming in, and not affecting the city's budget; additionally, we are still in a pandemic, and there are pandemic

funds that we have in the coffer that also means we don't have to use funds from the city's operating budget; and noted the Tax Commissioner can confirm and attest that revenue is up in Henry County where all of the residents were exiting the county before for work, they are remaining in Henry County and spending those tax dollars right here which is how revenue has surged; noted SPLOST dollars are up, and if the TSPLOST passes, the City of Stockbridge will receive an estimated \$250 million more dollars for projects, taking the burden off the City's operating budget (restricted funds); noted there is no better time than now to do what we are doing as the city's financial structure is sound; and stated the city has invested in the Amphitheater to put in place mechanisms as has been done in Cobb County and Fulton County by building up around these facilities with more industry to take the property tax burden off of the homeowners who are carrying the weight for Henry County taxes and place it on the commercial businesses; noted that's why Cobb and Fulton have lower taxes because they have more industry, opposed to Henry County which has more residential, and that's the reality; noted every day, every member of this elected body goes out to improve economic development in the city and with 3,000 visitors to the downtown area on a regular basis, we did that with the Amphitheater, and will continue to do that with the Cultural Arts Center. Mr. Harris confirmed that collections rates for Henry County have been around 98-99% and confirmed the local jurisdictions along with those on the State level have seen an uptick in revenue and that has been the trend over the last couple of years.

Councilwoman Gantt referenced the pros and cons from the statements made and noted the referenced report included statements and information regarding equipment and such from members of public safety, including McDonough and other municipalities, and included member(s) from the Carl Vinson Institute with PHD's and were not just accountants; noted a benefit mentioned in their report was to work out something with the county and referenced the summary reports and would provide the information if requested; and noted Hampton and Locust Grove have utilities; and stated Mr. Knighton stated in an email that a tax would be inevitable; and referenced the bonding of \$25 million dollars, there was \$14 million dollars bonded for the Cultural Arts Center where \$4 million dollars has not been funded following the increase in size and amenities; noted you could limit this to police services, however, you can't hold one Council hostage to another and that cancels that; referenced a police start-up report that she read recently from a cop organization that states you should first annex in residents, and the additional residents and annexation jurisdictional line issues that may not benefit the city and may cause a delay; agrees these discussions should have been had before, and with the constituents, and been placed on the ballot, although she has also heard you don't place those on start-ups, but believes citizens don't want to be taxed and the startups were for new cities and believes this was done totally backwards and will continue to let the citizens know.

Councilman Blount noted per the Organizational Chart, the citizens come first, then the elected body; stated he learned of going a police department coming to the city, along with Councilwoman Gantt where there was an amendment to the Agenda to add \$3 million dollars with no discussion, or how strategical or methodical the city would move to start a police department; and as you can see, it is this Council moving forward; stated as you can see, no matter who we hire, the Financial Advisor, City Manager or Finance Director, that doesn't matter, those all hypotheticals, let's just move forward on the Council's agenda; stated that's not what we were elected for; stated the reason for the

spike in the economy was due to the year 2020 there was substantial spending due to the funding from the federal government, and is why there are 80,000 containers sitting in Savannah right now because the country was not ready for the spike because of the money that was put into the government and that don't last always and the this too is a hypothetical and why you need the feasibility study to tell us what to do, not three members of Council; and asked Mr. Harris to confirm the spike in the economy is not sustainable.

Mr. Harris stated that he is not an economist and could not comment on projections. Councilman Blount stated he is vested in the City and a resident, and hears citizens were not made aware of the police department and stated all the Council had to do was send out a mailer telling the citizens which direction the city was moving.

Councilman Thomas noted he has read the feasibility study which discusses how you could develop a police department but these documents are not the holy braille; stated the feasibility study notes the pros and cons and speaks to the many the advantages of the city starting a police department, however the feasibility study is nothing more than a tool and framework of how you start up or build something, noting the study does not tell you not to, but rather how to; and agreed with the Mayor Pro Tem on the facts and opportunities with regard to the federal dollars noting many of the budgetary items would be subsidized with the federal dollars that are coming in noting the rescue funds can be used up to 2024 and taking the weight off of the city's operating budget; noted that is why we have budgetary meetings, and referenced the city's recent budget workshop and noted there are opportunities to streamline the budget and cutting the waste, noting the Mayor & Council control the budget; stated there is no reason to wait as everyone here was elected to lead; stated he has spoken with a number of citizens who overwhelmingly say yes, we need public safety; noted the hiring of the Police Chief was the start and this Council will determine how fast or how slow we move, but the city is off to a tremendous start.

Mayor Pro Tem Alexander noted the city held a town hall in December 2020 and the subject was Police Services and was open to everyone noting the Mayor was there, Councilwoman Gantt was there and so was Councilman Blount; noted he also hosted a town hall in April 2021 and it was advertised that the city was looking to hire a police chief; noted at almost every meeting there has been discussion about the police department and the hiring of the police chief and the possibility of a tax; noted figures were presented at the September Budget Retreat; and stated Henry County Commissioners have asked repeatedly that Stockbridge get its own police department; noted at the swearing in of the Police Chief neither Councilman Blount nor Councilwoman Gantt were present, however Henry County Chair Harrell and Henry County Police Chief Amerman and Henry County Deputy Police Chief Ireland were there in support of Stockbridge starting its own police department, joining the cities of McDonough, Hampton and Locust Grove; noted the \$1 million dollars in fine and forfeiture revenue per year is currently going to the State for tickets written in the City of Stockbridge and those dollars would return to the City of Stockbridge, noting the City has lost \$5-6 million dollars over the last few years that didn't come to the city; and noted the City has met with Henry County and attempted to negotiate with Henry County over 10 years, and they are not interested, as they want the City of Stockbridge to have its own police department saying so too many times to count and supports the actions of this Council starting its own police

department where their officers will continue to cover the unincorporated areas of Henry County; asked residents to reach out to Chair Harrell and every other Commissioner, they 100% agree that Stockbridge needs its own police department and support the City, and is why Stockbridge is moving forward.

Police Chief Frank Trammer stated he understands the concerns and notes valid points made on both ends; looks forward to working together with everybody to outline a plan; noted there are still some conversations, discussions and decisions to be made and certainly Council and members of the community need to be included in those discussions; noted as it relates to budget, that will be contingent upon the scope of services that citizens want and desire from their police department; noted a lot remains estimates and hypotheticals and wants the opportunity to include everyone to say more and certainly wants the community's input.

Mayor Ford stated he supports the hiring of the Police Chief and looks forward to engaging the citizens with townhall and discussions and involving the citizens and put a plan forward.

OLD BUSINESS

7. Council Consideration to approve Request for Proposal (RFP) Number 2019-00032P- Facility Security Equipment, Systems, and Services with related equipment and supplies. The Procurement Division is requesting approval to increase the contract amount for Johnson Controls, Security Solutions, LLC (Tyco Integrated Security, LLC) in the amount of \$496,332.06 for installation cost plus \$7,995.88 for service cost and monitoring cost for a total amount of \$504,327.94.

Presented by Presented by Lindell Miller - Procurement Manager and Decius Aaron - Public Works Director

Mr. Aaron noted staff is seeking approval to move forward with upgrading and installing security systems to the city buildings and consolidating into one platform, noting the project would be financed over a five (5) year period and will be budgeted for monthly and annual payments.

Mayor Pro Tem Alexander asked how much interest would be paid if the project was financed.

Mr. Aaron noted it would roughly cost \$100,000 to finance over a 5-year period.

Mayor Pro Tem Alexander noted the City has a \$16 million dollar fund balance and questioned why the project would be financed; and recommended tabling the item and come back with a better funding option.

Councilwoman Gantt asked Mr. Aaron if he knew why the former City Manager Randy Knighton wanted to finance.

Mr. Wiggins, noted as the Amphitheater was being built, staff looked at what was needed for security and included all the city buildings; and if paid all at once, staff needed to know from which account to pull the funds.

Councilwoman Gantt expressed her concerns with overspending.

Mayor Pro Tem Alexander motioned to revisit the item at a later date with more documentation: Second by Councilwoman Barber. The motion passed 5-0.

PUBLIC HEARING

8. 1. Rezoning Case #RZ-2021-01 Council Consideration to approve proposed Davidson Parkway Commerce Center - - Rezoning Request by East Group Properties, L.P., the Applicant to rezone certain property from 'C-3' (Heavy Commercial) to 'M-1' (Light Manufacturing) to allow for the development of business distribution center within five new buildings. The property is located in Land Lot 57 of the 12th District within the Stockbridge city limits. It contains three (3) parcels with 79.17 +/- acres as follows:

Parcel #030-01009000 -- Contains 73.88 acres. Located to the rear of the southwest corner of Davidson Parkway and Walter Way.

Parcel #030-01009006 -- Contains 1.66 acres. Located on the south side of Davidson Parkway, one lot west of Walter Way.

Parcel #030-01009005 -- Contains 3.63 acres. Located on the west side of Walter Way, two lots south of Davidson Parkway.

2. Comprehensive Plan Amendment Case #CP-2021-01--The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by East Group Properties, L.P., the Applicant, to change the future land use designation of certain property from 'Low-Density Vertical Mixed-Use' to 'Light Industrial' to allow for the development of a business distribution center within five new buildings. The property is located in Land Lot 57 of District 12 within the Stockbridge City Limits. It contains three parcels with 79.17 +/- total acres, as follows:

Parcel #030-01009000 -- Contains 73.88 acres. Located to the rear of the southwest corner of Davidson Parkway and Walter Way.

Parcel #030-01009006 -- Contains 1.66 acres. Located on the south side of Davidson Parkway, one lot west of Walter Way.

Parcel #030-01009005 -- Contains 3.63 acres. Located on the west side of Walter Way, two lots south of Davidson Parkway.

Presented by Brecca Johnson, Community Development Director

Item Deferred to be heard on November 8, 2021.

9. First Reading - Council Consideration to approve Unified Development Code (UDC)— The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council reviewed the Community Development Department's proposed new Unified Development Code (UDC), which includes the City's Zoning Code. The new UDC would comprise both an update and a rewriting of the existing UDC for the purposes of 1) making needed corrections and clarifications; 2) revising the allowable zoning districts in the city; and 3) making the document more user-friendly.

Presented by Brecca Johnson, Community Development Director
Ms. Johnson noted this is the 1st Public Hearing and Reading to collect comments from Council and the public and will come back at the 10/26/2021 meeting for approval; noted the process started 11 months ago and staff has obtained input from the public, staff, and Council; the Planning Committee has approved to move forward as of 9/23/2021 and recommends approval and noted the UDC is currently under legal review.

Ms. Kc Krzic of the Collaborative Firm noted the goal is to improve the organization, update the zoning and overlay districts, integrate architectural and site design requirements and define and streamline the review process; noted there were 19 zoning districts that has been condensed to 13 new zoning districts and some districts will be combined, some districts will be expanded, and some districts will be created; proposed to combine and expand some districts such as: merging RA and R1 to RR (Rural Residential), R2 and R3 to SR (Suburban Residential), RM, RM1, RM2 and RM1 to MFR (Multiple Family Residential) and expanding RD to CCR (City Center Residential); noted a new Downtown District was created and each zoning district has a new layout that will include the districts intent, permitted uses and district standards; noted the Mixed-Use districts were combined to create a new Planned Development District (PD) and a new zoning map was created; and noted the old Overlay District was condensed into three (3) districts: High Rise District, Highway 138, and the Highway Corridor.

Mayor Pro Tem Alexander noted there are delapidated homes and business parking lots with liter and inquired how could the city improve the quality of life for citizens.

Ms. Johnson noted Code Enforcement will develop a process to manage properties and once the UDC and Zoning Map process is completed, staff will look at creating a fee schedule for Code Enforcement, work with Economic Development an bring properties up to code.

PUBLIC HEARING – No Speakers
No Action – 2nd Reading 10/26/2021

10. First Reading - Council Consideration to approve City of Stockbridge - Adoption of the Official Zoning Map — The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council reviewed the proposed Official Zoning Map to be amended in conjunction with the Unified Development Code (UDC), which includes the City's Zoning Ordinance. This item will run concurrently with the UDC. Presented by Brecca Johnson, Community Development Director Ms. Johnson noted the Zoning Map needs to be updated to coincide with the updated UDC which will reflect the nineteen districts being condensed into thirteen districts and the conversion of existing zoning districts.

PUBLIC HEARING – No Speakers
No Action – 2nd Reading 10/26/2021

NEW BUSINESS

11. Council Consideration to approve ratification of emergency Information Technology equipment purchase for the Amphitheater complex in the amount of \$61,293.20 from SHI. Presented by John Wiggins, Treasurer Mr. Wiggins noted the IT Department is requesting ratification of an emergency purchase for the Amphitheater complex for network infrastructure in the amount of \$61,293.20 from SHI for critical equipment needed such as audio, tv, security, and internet infrastructure.

Councilman Blount motioned to approve the ratification of emergency Information Technology equipment purchase for the Amphitheater complex in the amount of \$61,293.20 from SHI: Second by Councilwoman Gantt. The motion passed 5-0.

12. Council Consideration to approve Site Engineering to perform stormwater improvements along 101, 103 and 105 Turning Point in the amount of \$75,540.00. Funding Source: American Rescue Plan Act Presented by Decius Aaron, Public Works Director Mr. Aaron noted this is a project that will resolve stormwater issues at the rear of the properties along 101, 103 and 105 Turning Point in the amount of \$75,540.00 by using the On-Call water and sewer contractors and using the (ARPA) American Rescue Plan Act Funds.

Councilwoman Barber motioned to approve Site Engineering to perform stormwater improvements along 101, 103 and 105 Turning Point in the amount of \$75,540.00: Second by Councilwoman Gantt. The motion passed 5-0.

13. Council Consideration to approve Site Engineering to perform stormwater improvements along 904 Needletop Court and 817 Rock Lane in the amount of \$26,514.00. Funding Source: American Rescue Plan Act Presented by Decius Aaron, Public Works Director
Mr. Aaron noted this is a project that will resolve stormwater issues at 904 Needletop Court and 817 Rock Lane in the amount of \$75,540.00 by using the On-Call water and sewer contractors and using the (ARPA) American Rescue Plan Act Funds.

Councilman Blount motioned to approve Site Engineering to perform stormwater improvements along 904 Needletop Court and 817 Rock Lane in the amount of \$26,514.00: Second by Councilwoman Gantt. The motion passed 5-0.

14. Council Consideration to approve C & C Fence to install 354 linear feet of fencing at the Public Works Administration Building in the amount of \$32,170.00. Funding Source: Department General Fund Budgets Presented by Decius Aaron, Public Works Director
Mr. Aaron noted staff is requesting approval to install additional fencing at the Public Works Administration Building in the amount of \$32,170.00 to help deter break-ins and burglaries the shop has been experiencing by using C&C Fencing to install 354 linear feet of fencing.

Mayor Ford inquired if there were police reports and if anyone has been apprehended.

Mr. Aaron noted there are police reports, and no one has been apprehended yet.

Councilwoman Gantt motioned to approve C & C Fence to install 354 linear feet of fencing at the Public Works Administration Building in the amount of \$32,170.00: Second by Councilman Blount. The motion passed 5-0.

15. Council Consideration to approve extension of Request for Proposal (RFP) Number 18RFP103018-DRR, MSI Benefits Group, Inc. The Human Resources Dept. is requesting approval to extend RFP 18RFP103018-DRR, Broker Services for Health Insurance for MSI Benefits Group, Inc, approved by Council, 1/31/2019 (R19-1027). The contract terms include one (1) year with two (2), one (1) year renewable options. Presented by Lindell Miller, Purchasing Manager and Renee Wheeler, HR Manager
Ms. Miller noted the Human Resources Department is requesting to approval to extend the contract awarded pursuant to the Request for Proposal (RFP) Number 18RFP103018-DRR, MSI Benefits Group, Inc. The Human Resources Dept. is requesting approval to extend RFP 18RFP103018-DRR, Broker Services for Health Insurance for MSI Benefits Group, Inc, approved by Council, 1/31/2019 (R19-1027); noted the contract terms include one (1) year with two (2), one (1) year renewable options and currently there are no renewals remaining with HR requesting a contract

extension through December 31, 2023; noted Contract No. 18RFP103018-DRR, Broker Services for Health Insurance for MSI Benefits Group, Inc, provides the City with a consultant that offers a review of the City's health benefits and assess opportunities for improvements in cost savings and services; guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and Coverage; assistance and recommendations in the selection and implementation of new programs and/or changes to existing programs; the administration of COBRA benefits for the City; and assistance with Healthcare Reform laws and Section 125, ERISA, EEO, FMLA; noted the RFP was solicited in 2018 with the City Manager bringing before Council for approval on January 28, 2019; and noted the City Attorney has reviewed and approved the Council Meeting Staff Recommendation Form.

Councilwoman Barber asked Ms. Wheeler for the year the contract was originally signed and if staff has looked at the market to see what is out there.

Ms. Wheeler noted the contract was signed in 2018 and the current broker looks at the market and returns to the city with a proposal.

Councilwoman Barber asked Ms. Wheeler if the city reached out to Georgia Municipal Association (GMA) for benefits information.

Ms. Wheeler noted she had not and recommends using MSI Benefits Group, Inc.; and stated if there is no vote for approval tonight, there will not be any insurance for staff starting in January 2022.

Councilwoman Barber expressed her concern of feeling pressured to vote on this item and would have preferred there had been a cost comparison with GMA and other brokers.

Ms. Wheeler noted it was too late in the process to get cost seeing GMA is on a different calendar year than the city.

Councilman Thomas also expressed his concerns on not having enough information to make a decision.

Ms. Wheeler noted the broker provides a service to administer their benefits and has the ability to work with various vendors such as Blue Cross, Cigna, Humana and Aetna; and noted their services are based off staff population and the number of claims.

Councilman Blount motioned to approve the MSI contract through 2023: Second by Councilwoman Gantt. The motion failed 2-2-1. (Councilman Thomas and Mayor Pro Tem Alexander opposed, Councilwoman Barber abstained).

Councilwoman Gantt motioned to approve MSI Broker contract for one year through December 31, 2022, as Professional Services: Second by Councilman Blount. The motion passed 4-0-1 (Councilwoman Barber Abstained noting she has nothing against MSI, but the Council did not receive any other quotes for Broker Services from any other vendor and feels forced to approve to extend and renew contracts with nothing to compare against; and noted the City Council previously approved the Health Insurance Benefits with Cigna, and there will be benefits in January 2022, and this item is a separate item for Broker Services).

COMMENTS FROM THE MAYOR

Mayor Ford noted we are still in a pandemic with free COVID testing taking place at Red Hawk Field at 143 Henry Parkway in McDonough Tue through Thursday from 9am to 3pm and also at the Henry County Health Department as well; noted free vaccinations are available at several locations throughout the county, and noted CORE is working with organizations and churches as well, and to contact the health department at 888-847-4262 where you will need to provide information regarding demographics, health, age, COVID Testing/Vaccination information; noted the FDA has approved the Pfizer booster for those with underlying health issues with the Moderna booster coming shortly; and encouraged everyone to wear their mask, social distance, and get vaccinated; noted Early/Advanced Voting begins tomorrow and encouraged everyone to vote yes on the TSPLOST Referendum; note locations on Election Day in the City of Stockbridge will include the Merle Manders Conference Center, Red Oak United Methodist Church, and Stockbridge First United Methodist Church noting if these are your regular county voting locations you will be able to vote in the city election and for the county TSPLOST Referendum from 7am - 7pm and to visit the city's website www.cityofstockbridge.com for voting locations and times; noted if TSPLOST passes, there would be a projected \$30.5 million dollars over a 5-year period to come to the city to improve transportation and road improvements, road widening and extension joint projects with the county, (specifically Rock Quarry Rd.), and resurfacing, curb & gutter projects, sidewalks and pedestrian walkways, especially in the city's underserved communities, and trail extension projects throughout the city; noted the former City Manager Randy Knighton has moved on in his career to the City of Roswell and the city is actively seeking a replacement for the City Manager position and hopes to have the position filled within the next couple of months.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Oct 8)
- City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month (Oct 11)
- Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Oct 13)

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Oct 19)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Oct 19)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Oct 25)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Oct 28)

CITY EVENT/INITIATIVES

Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) Saturdays at 8 a.m. at Clark Park Pavilions A, B & C.

Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, October 25, 2021, from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900.

Stockbridge Amphitheater Concert featuring Award Winning Artists Freddie Jackson and Chaka Khan, Saturday, October 23rd at 8:00 p.m.

ADJOURN

Mayor Pro Tem Alexander motioned to adjourn the meeting: Second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



**WORK SESSION MEETING
AGENDA**

TUESDAY, OCTOBER 26, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Vacant, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

Call to Order made by Mayor Ford.

Invocation by Mayor Pro Tem Alexander.

Pledge of Allegiance recited in unison by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Mayor Pro Tem Alexander motioned to amend the Agenda to remove Item #5 & #6 to be heard in January 2022: Second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to amend the Agenda to remove Item #11: Second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to amend the agenda to add Moratorium Extension Item: Second by Councilman Blount. The motion passed 5-0.

Councilman Blount motioned to amend the Agenda to add Noise Mitigation Discussion: Failed for lack of a second - Mayor Ford noted the item is scheduled to be presented at the November 8, 2021, meeting; confirmed by Legal Counsel.

Mayor Pro Tem Alexander motioned to adopt the Agenda: Second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to review the following Minutes to be adopted November 8, 2021: 1. 9/13/2021 2. 9/28/2021: Second by Councilman Blount. The motion passed 5-0.

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

Sunny Randazzo requested Council meetings be held in person, perhaps at the Amphitheater; noted the cost of the Amphitheater of \$24 million dollars and the traffic and noise surrounding the concerts; and requested an update on the noise mitigation.

PRESENTATION

3. Police Services Presentation

Presented by Chief Frank Trammer

Chief Trammer gave a Police Services/Proposed Budget presentation noting he understands what is needed to staff the department to effectively serve the community; noted the presentation would include baseline estimates, noting personnel is the largest expense of the budget; referenced the known issues that relate to the geography of the city limits and is happy to report that Henry County has a new CAD system that can detect whether or not a location is in the city limits or the county; referenced the Carl Vinson study which referenced staffing needs from 45 – 84, and recommended 57 officers; noted his use of the workload based on staffing methodology, or how much time it will take an officer(s) to address calls to determine staffing number and to understand the true demand for service, taking into account the Shift Relieve Factor, (2 officers per shift) noting off days, and training days where officers would not be on the shift; noted the presentation includes Henry County stats July 2020 – July 2021 which showed 22,862 calls for service for the city during that timeframe; cited an excerpt from the 2020 Carl Vinson Study that stated based on numerous studies of police calls for service, the IACP methodology allows researchers to estimate police patrol workloads based on an average time of 45 minutes (or .75 hours) per call; noted the importance of establishing performance objectives, or how much discretionary time was being dedicated to community policing where officers are spending time in the community attending HOA meetings, community engagement and noted if this number falls below 40%, that means the department is responding and not engaging, and more reactionary and recommends the department have 40 – 50% of uncommitted time to participate in community engagement, not inclusive of support staff; used the following Workload Based Calculation to determine recommended staffing needs for the department:

$17,147 / .50 = 34,294$ total yearly officer hours

$24,294 / 2196$ (officer available hours - 42hrs per week x 52 weeks = 15.62 (16 officers)

16×184 (relief factor) = 29.44 (30 officers)

307 (1:7 officer to supervisor ratio) = $4.28 \times 1.84 = 7.88$ (8 supervisors)

Total Patrol Personnel = 38

$38 \div 40\%$ (60/40 ratio of patrol vs. Support personnel) = 53.2 (54 officers)

Chief Trammer recommends 54 sworn officers for a quality level of service; referenced a Crime Comparison report to help to determine the staffing needs noting the cities of McDonough, Carrollton, Duluth, LaGrange, Canton, Lawrenceville, Statesboro, Woodstock, Douglasville, Kennesaw, East Point, and Peachtree City; Chief Trammer presented an Optimal Staffing Organizational Chart; presented the proposed budgeting to include Regular Employee Salaries, Part-Time Employee Salaries, Overtime, Employer Provided Benefits, Operating Costs with the Low Range of \$5,504,957, Mid-Range \$5,694,831 and High Range \$5,857,546, noting the Mid-Range is more likely and recommends Scenario 3 for the city as being the most realistic; presented a salary comparison to include Henry County Police, Marta Police Department, Fayetteville Police Department, Rockdale County Sheriff's Office, DeKalb County Police Department, Fayette County Sheriff's Office, Forest Park Police Department, Gwinnett County Police Department, McDonough Police Department, Peachtree City Police Department, Clayton County Police Department, Decatur Police Department, Dunwoody Police Department, Georgia Tech Police Department, Cobb County Police Department, Atlanta Police Department, Brookhaven Police Department, South Fulton Police Department and determined the salaries for Stockbridge to be: Minimum \$43,159 Midpoint \$53,620 75% Percentile \$58,851 and Maximum \$64,081, noting the department needs to be competitive and in line with the current pay structure for the city using pay grade 111 and will use a tiered system noting training, certifications and education; noted the total annual cost would include inflation based on the 3% CVIOG Study, and using the ICMA Model Scenario 3; noted the estimated start-up costs would be \$1,834,100.00 after building renovations, personnel, fleet of 58 vehicles (includes spare vehicles in case of damage/wrecks); technology, uniforms & equipment, weapons & ammunition, supplies and misc. purchases and the reimbursement from ARPA (American Rescue Plan Act), noting a hiring incentive may not be needed having received over 100 inquiries for positions already; noted the Revenues vs. Costs for City Provision of Police Services with the Property Tax Rollback, HCPD Services, and estimated Court Revenues; noted if a tax were to be implemented, based on the Henry County Tax Commissioner's example of a home valued at \$225,000, a 3mil local property tax would equate to \$105 annually per home owner or \$8.75 per month, and this rate does not include homestead, veteran, or age exemptions which would reduce the rate to an even lower amount; referenced other funding sources in addition to ARPA which included Grants, Probation Fees, Fines & Forfeitures, Licenses & Permits, Services/Reports, and can be used for training and equipment, and offset other expenses; noted the city is slated to receive \$14 of ARPA funding, noting \$5.6 million has already been received by the city; referenced Grant Opportunities for AED's Body Cameras, CAD System, Citation Management, Crash & Crime Reconstruction, Crime Analysis & Investigative Software, Drug & Alcohol Testing, Evidence Management, Car Video, License Plate Readers, Radio & Radio Systems, RMS, Computers, Training & Training Simulation and K-9 Program, just need to apply; noted President Biden's American Rescue Plan Act can assist communities such

as Stockbridge work to reduce crime, noting Stockbridge encompasses 4.19% of the overall landmass of the county, but during 2020/2021 had 38% of the overall robberies, 30% of the overall homicides and 20% of the overall aggravated assaults in the County, and ARPA funds can be used for Law Enforcement services to counter this trend noting you must show how you are spending monies, and show where violent crime is up in your community, stating based on the numbers, Stockbridge would certainly qualify; stated the projections show that with the additional funding sources, the city would not need to implement a millage tax until 2024, noting the ARPA funds could be used through December 31, 2024; and also noted he had spoken the Henry County Sheriff's Office and Henry County Police Chief and noted Intergovernmental Agreements would be in place for GBI, State Patrol Services for Officer Involved Critical Event Investigations, Explosive Ordinance Disposal, Traffic Accident Reconstruction - Fatality/Serious Injury at no cost via Mutual Aid Agreement, SWAT/Crisis Negotiation, Mobile Field Force, K-9 Services at no cost via Mutual Aid Agreement, Henry County Sheriff's Office-Housing/Transportation of Inmates at no cost noting costs are covered via Court fees, and the City has provided a prisoner transport vehicle to the Henry County Sheriff's Office; Henry County 911 Dispatch services at no cost, noting costs are covered via E-911 surcharge, and that a Memorandum of Understanding would be signed and placed on file; noted the recommendation for a July 1, 2022 start date, with key members coming on board in December 2021, and hiring of officers by June 2022 to be fully acclimated to begin in July; Henry County police have noted they can vacate the facility by January 1, 2022 so that renovations can begin; noted the advantages of a July 2022 implementation would be local services implemented immediately, a millage tax rollback of \$1,968,076, and retaining \$500,000 of supplemental services funding, beginning collection of ½ years fees from court fines, and not requiring application of local tax -1/2 year; noted a community town hall forum will take place Saturday, November 6, 2021 at 10:00 a.m. at the Merle Manders Conference Center, followed by a virtual town hall Tuesday, November 16, 2021 at 7:00 p.m. as part of the community outreach on what your Citizens Police Department should look like.

Mayor Ford thanked Chief Trammer for his very thorough presentation of funding, costs, and timeline; noted he was happy to hear of the interest of those who have inquired about joining the department and wants to see a diverse department.

Mayor Pro Tem Alexander thanked Chief Trammer for the presentation, and reiterated the Chief's statement "It is the citizens police department"; noted the first town hall on November 6th, and noted what stood out in the presentation was the increase in crime in the area is not just a rumor, and the time for the City of Stockbridge to act is now; stated no city tax in 2022, and if necessary in 2023 his vote would be to use the Fund Balance, and noted going forward after that, the Henry County Tax Commissioner estimates the millage would be around \$105/annually or \$8.75/month, not including any exemptions a homeowner would be eligible for which would

reduce the tax even more; noted support of using ARPA funds to keep the community safe.

Chief Trammer noted the city bonded \$3 million dollars for the start-up of the police department, using \$4.5 of ARPA funds (could be lower); noted he spoke with the City's Financial Advisor, Ed Wall, who stated there were variables that were not taken into consideration when he wrote his initial report, and has since revised his report noting expenses such as salaries and equipment costs that could offset.

Councilwoman Gantt asked Chief Trammer if there is a possibility there will not be a city tax in 2022.

Chief Trammer responded that ARPA funds can be used for salaries, capital, and operating costs, keeping in mind, only ½ year of operations at an estimated \$3.325,000 or seven months considering officers would need to be in by June to get staff up and running and the rollback July 1 of \$1,968,000 from the county, and using either ARPA or Fund Balance for the first year, can all be done without a city tax in 2022.

Councilwoman Gantt asked if Mr. Wall was available to speak to the report and the numbers.

Mayor Ford noted Mr. Wall would not be available for this meeting and would make sure he was available at the November 8, 2021 meeting.

Councilwoman referred to the information that had been previously provided by former City Manager Randy Knighton and Financial Advisor Ed Wall indicating a 3.325 and constant decrease in Fund Balance each year; and referenced the estimated operating costs of \$6.9 million dollars.

Chief Trammer noted the \$6.9 million dollars was the scenario with seventy-one employees and he was not recommending that one, but rather, Scenario 3 which calls for 49 employees and on the low end would be \$5.4 million and the suggested middle costs of \$5.7 million dollars.

Councilwoman Gantt noted that was more in line with the Feasibility Study of \$5.8 million dollars, noting she wants see Ed Wall's revised report and new projections, as it had previously been stated there would be a 3% annual increase and reduction in Fund Balance, despite the rollback from the county.

Chief Trammer noted he had spoken with Ed Wall, the city's Financial Advisor who noted there were unknown variables when he made those projections and would be happy to show the revised report.

Councilman Blount stated there was no need to show the report if Mr. Wall was not going to be present to speak to the numbers.

Councilwoman Gantt agreed and stated she would wait to review the revised report with Mr. Wall present at the November 8, 2021, meeting.

PUBLIC HEARING

4. Council Consideration to approve 2021-2026 Short-Term Work Program/Capital Improvement Element (STWP/CIE) Annual Update. At the August 31, 2021, City Council meeting, the Mayor & Council approved to transmit the STWP/CIE document to the Georgia Department of Community Affairs & the Atlanta Regional Commission for review. Presented by Brecca Johnson, Community Development Director Ms. Johnson noted the Short-Term Work Program/Capital Improvement Element (STWP/CIE) is an annual update which helps the city maintain a qualified local government status and must meet the minimum requirements via the State; noted the document was reviewed and transmitted to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) in August 2021 with no issues and once approved, a Resolution with the Mayors signature will be submitted to the State.

Mayor Pro Tem Alexander inquired on the list of projects and requested Ms. Johnson to go in depth a little more.

Ms. Johnson noted the STWP/CIP is a plan for funding and was once a 5-year plan which is embedded in the Comprehensive Plan which is an overall 25–30-year plan for development; and noted several projects on the list such as the Amphitheater and the Cultural Arts Center and noted the State requires the city to have certain projects for the betterment of the city.

Councilman Thomas noted the STWP/CIP is a systematic tool with the main goal and objective in providing service delivery to citizens.

Public Hearing Opened - No Speakers in Favor - No Speakers Opposed
Public Hearing Closed

Mayor Pro Tem Alexander motioned to approve the Council Consideration to approve 2021-2026 Short-Term Work Program/Capital Improvement Element (STWP/CIE) Annual Update: Second by Councilman Thomas. The motion passed 5-0.

5. Second Reading - Council Consideration to approve The City of Stockbridge Zoning Code (UDC) Unified Development Code. The new UDC would comprise both an update and a rewriting of the existing Zoning and Development ordinances for the purposes of 1) making needed corrections and clarifications; 2) revising the available zoning districts in the city; and 3) making the document more user-friendly. Presented by Brecca Johnson, Community Development Director
Tabled to be heard January 2022

6. Second Reading - Council Consideration to approve the City of Stockbridge

Official Zoning Map to be amended in conjunction with the Unified Development Code (UDC), which includes the City's Zoning Ordinance. This item will run concurrently with the UDC.
Presented by Brecca Johnson, Community Development Director
Tabled to be heard January 2022

NEW BUSINESS

7. Council consideration to approve Adopt-a-Road Program to be managed by the Public Works Department.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted in May of 2021, the Youth Council approached the former City Manager about adopting a road to maintain and beautify within the city limits; however, there is no program in place; noted there must be a program in place and a process that would formalize the Adopt-A-Road program and would require certain documents and activities throughout the year to be considered to receive an Adopt-A-Road sign also noted volunteers would need to sign an agreement and specify the intended road, sign a waiver of liability and release to relinquish the city of an accidents, a schedule of clean ups with 4 cleanup/year and a post clean up informing what was cleaned.

Councilwoman Gantt motioned to approve the Adopt-a-Road Program to be managed by the Public Works Department: Second by Councilwoman Barber. The motion passed 5-0.

8. Council consideration to approve the Street Acceptance Policy to be managed by Public Works and Community Development Departments. Presented by Decius Aaron, Public Works Director & Brecca Johnson, Community Development Director.

Mr. Aaron noted there have been discussions with the Community Development Director and the City's Engineer with how the city goes about accepting roads into the road system after they have been developed and built within subdivisions; noted this would outline the process by which roads are built, maintained, and accepted and would ensure the city only accepts roads built to a certain standard and maintained with maintenance bonds.

Mayor Pro Tem Alexander inquired who would be responsible for checking the roads once completed.

Mr. Aaron noted the city has three (3) engineers that can inspect before the roads are accepted.

Ms. Johnson included the building inspector and civil engineer goes out to inspect at each stage and before any bonds are signed, the engineers go to see if the roads meet ADA requirements, minimum standards per the city's code and the state code.

Councilman Blount inquired on impact fees with subdivisions and the

liability associated once project is completed.

Ms. Johnson noted the developers are required to put a performance bond in place before any project starts with a 3-year performance bond that is required.

Councilwoman Gantt motioned to approve the Street Acceptance Policy to be managed by Public Works and Community Development Departments: Second by Councilman Blount. The motion passed 5-0.

9. Council consideration to approve Task Order No. 24 with TSW, Inc. - Multi-phased design renovations of the Merle Manders Conference Center in the amount of \$239,230.00. The funding source is from Fund Balance. Presented by Decius Aaron, Public Works Director
Econuel Ingram, Interim Events Director noted the Merle Manders Conference Center was built in 2002 and has a need to be modernized to compete with neighboring event centers; noted there has been discussion with TSW about a phased in way to modernize the Merle Manders Conference Center by improving the carpet, flooring, sound proofing, upgrading the sound systems and upgrading light fixture.

Councilman Thomas inquired if the projected cost would include demolition and renovations.

Mr. Ingram noted it would be just for renovations from the existing structure.

Councilwoman Gantt inquired if funding would come from fund balance and if it was to obtain estimates.

Mr. Wiggins noted it would come from fund balance seeing it was not budgeted.

Mr. Ingram noted the bidding process has not started yet.

Councilwoman Gantt noted she is ok with receiving quotes and adding to the FY2022 budget and spending what is already in the budget.

Mr. Aaron noted the project would be broken down into three (3) phases.

Mr. Wiggins noted the Merle Manders Conference Center currently has \$55,000 in the currently budget.

Mr. Aaron noted Phase I renovations of the ballroom and entrance would cost \$27,650.00.

Mayor Pro Tem Alexander noted there will be change orders throughout the process and it does not seem feasible to do a total remodel of the

Conference Center when a Cultural Arts Center will be built with a state-of-

the-art ballroom and suggested repairing the Merle Manders Conference Center to keep it in operational condition for the next 18 months until the Cultural Arts Center is complete.

Councilman Blount noted it is premature to start and come up with numbers without having a bidding cost for the project.

Mr. Aaron noted this would provide a set of standards, design the bid, and then bid out to see what would be needed to renovate the Merle Manders Conference Center.

Councilman Blount inquired what the immediate needs are.

Mr. Ingram responded the roof, floors, paint, and soundproofing.

Mayor Pro Tem Alexander motioned to Table: Second by Councilwoman Barber. The motion passed 5-0.

10. Council consideration to approve staff to apply for Governor's Grant for ARPA funds for water and sewer projects.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted Governor Kemp has additional ARPA funds that can be used for water and sewer improvements with using current ARPA matching funds; noted the city has roughly \$5 million worth of projects with \$2.5 million of ARPA funds being used and will obtain an additional \$2.5 million from the Governors ARPA fund; and noted staff will need a letter of support from Mayor, Council, the City and State Representative with a submittal date by October 31st.

Mayor Ford noted he would sign the support letter and inquired on how many state reps needs to sign the letter.

Mr. Aaron noted only one state representative is required.

Councilwoman Barber asked if the city would put up funding first and be reimbursed by ARPA later and how Council would get the get the list of projects.

Mr. Aaron noted there may be a possibility the city could get up to 50% and if the city puts up \$2.5 million, the city will go for a \$2.5 million grant fund from the Governors ARPA fund, and the list has been submitted to finance for Carter and Sloop to review.

Councilman Blount motioned to approve to apply for Governor's Grant for ARPA funds for water and sewer project: Second by Councilwoman Gantt. The motion passed 5-0.

Councilman Blount asked the City Attorney to confirm the use of ARPA

funds for law enforcement salaries and equipment; and stated the numbers presented by Chief Trammer do not include benefits which is 6/8 of the city's budget.

Chief Trammer confirmed the numbers presented included salaries, benefits, and operations, noting the entry level salary is \$43,000 with 25% additional cost for benefits, or roughly \$10,000, and includes overtime and operating costs.

Councilman Blount asked if the officers are being hired at \$32,000.

Chief Trammer noted the entry level salary is \$43,000 plus 25% for a total salaries and benefits cost of \$53,750.00.

Councilman Blount asked why the city is rushing with the presentation.

Mayor Pro Tem Alexander asked for a point of order noting the stating the questioning was argumentative.

Councilwoman Gantt asked Chief Trammer to show Scenario 2 on the screen.

Mayor Pro Tem Alexander called for a point of order noting Councilwoman Gantt had not been recognized by Mayor Ford to speak.

Councilman Blount stated to Chief Trammer that he was not trying to put him on trial, but just wanted to understand the numbers and what was being presented and not have the presentation be political.

Chief Trammer reiterated that all the expenses have been accounted for.

Councilman Blount asked Chief Trammer if he had met with HR.

Chief Trammer confirmed that he had met with HR.

Councilwoman Barber noted that she admittedly had questioned the sustainability of the police department, and that following the presentation, she is comfortable with the city fully funding a police department, especially with other funding sources and noting the operating costs for the next couple of years can be used through December 31, 2024.

Chief Trammer noted that the city will show a nexus of the issues that are being addressed by the city.

Councilwoman Barber noted that she participated on the GMA/ARPA funding call where it was noted that ARPA funding could be used.

Chief Trammer noted Grant Funding could be used for equipment, noted

hundreds of grants are available, and additional funding for community policing is available that was not addressed in the CVIOG Study.

Councilwoman Barber asked if the city has an assigned Grants person.

Chief Trammer noted he met with the Treasurer, John Wiggins who advised him that the city has a Grant Writer position that has been approved, but not staffed, and recommended the city hire a Grant Writer and a separate Grant Writer for the Police Department.

Councilwoman Barber expressed her excitement for the upcoming listening session with Chief Trammer noting it is important for citizens to be made aware of the additional funding sources.

Councilman Thomas that his support of the police department is not political noting the goal is that we have public safety for citizens and businesses; stated to Chief Trammer that he was glad he had the opportunity to meet with him and review the plan, noting the opportunity was presented to all members of the Council and some chose not to participate and meet with the Chief; noted the plan was very thorough and well laid out; noted the Chief met with HR and Mr. Wall, and the Henry County Tax Commissioner, has read the ARPA documents and the Feasibility Study, and noted Chief Trammer has done his homework and due diligence noting it is clear why the former City Manager Randy Knighton brought Chief Trammer forward as his candidate for Police Chief and confirmed by the Council; noted it was never said there would not be a tax, however, what has been laid out indicates a tax would be later down the road; asked that everyone move forward with protecting the citizens and business owners and not fight against moving forward with the police department.

11. Council Consideration to fill a vacancy to appoint a member to the Planning Commission

Presented by Brecca Johnson, Community Development Director
Removed from the Agenda

12. Council Consideration to extend Moratoriums pertaining to Resolutions R21-1259 relating to building residential rental properties and R21-1286 relating to Hookah Bars and/or lounges and Cigar Bars and/or lounges.

Presented by Brecca Johnson, Community Development Director
Mayor Ford noted this would extend the current Moratorium which is set to end on October 31st and would be extended until at least January 31, 2022, and will coincide with the second reading and adoption of the UDC and Official Zoning Map.

Ms. Johnson added a moratorium is a measure that each local government is given federally to stop and review codes that does not meet the city's requirements and instead of denying, it is reassessed. Ms. Johnson noted council has approved several moratoriums this year, two of which pertains to rental subdivisions for new single-families and hookah, bar, and cigar

lounges; and seeing the date has been pushed back to approve the UDC, the moratorium will be extended to cover the time frame.

Councilwoman Gantt noted she has concerns with the definition of hookah bars vs. lounges that uses hookahs and expressed the challenges where a restaurant may want to have hookahs but may not be considered a hookah bar.

Councilwoman Gantt also noted the current moratorium cancels out anyone from having hookah and she would like to look at numerical numbers to place a defined limit so lounges will not be caught up in the rhetoric.

Mayor Pro Tem Alexander motioned to approve the extension of the Moratoriums pertaining to Resolutions R21-1259 relating to building residential rental properties and R21-1286 relating to Hookah Bars and/or lounges and Cigar Bars and/or lounges: Second by Councilman Blount. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted October is Breast Cancer Awareness Month and Domestic Violence Awareness month and expressed support for each of these causes; noted the 2nd concert featuring Freddie Jackson and Chaka Kahn were outstanding, and was the last concert of the 2021 season, and looks forward to road construction improvements and venue adjustments for 2022; offered congratulations to the Atlanta Braves, National League Division Champs and wished the team well in the World Series; noted it is your constitutional right to exercise your right to vote in the upcoming municipal election and county TSPLOST Referendum, noting with the passing of the TSPLOST an estimated \$250 million dollars would come to the County and an estimated \$30 million dollars would come to the City over a 5-year period for road improvements, traffic improvements, sidewalks, pedestrian trails, road widenings, curb & gutter in underserved communities and road expansions would be undertaken by the county and cities throughout Henry County, noting if the Referendum fails, it would and additional 15 to 20 years to bring these projects to fruition; noted early voting is underway throughout the county in Stockbridge, Hampton, Locust Grove and McDonough, and it was stated by the City Clerk that on Election Day, voters in the City would vote at the Merle Manders Conference Center, Red Oak United Methodist Church, and Stockbridge First United Methodist Church and if this is also your County Polling Office, you can also vote at the same location for the TSPLOST Referendum; however, if this is not your home county polling location, you will be able to vote for the municipal mayor & council member candidates and you would also need to visit your local polling location to vote for TSPLOST; Mayor Ford noted Red Hawk Field located at 143 Henry Pkwy was offering COVID testing from 9:00 a.m. to 3:00 pm. Tuesday - Thursday; and COVID testing and vaccinations are being offered by the Henry County Public Health Department where you can walk in or make a reservation by calling 800-847-4262; noted Boosters will start to be made available soon, and that providers are working on a vaccination for young people; asked that everyone try to stay healthy and not spread the virus and to get tested; noted the numbers are going down; Piedmont Henry is no longer diverting patients and not currently over saturated with COVID patients.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month (Nov 8)
- Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Nov 10)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom - (Nov 12)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Nov 16)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Nov 16)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Nov 30)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – **REVISED** Meeting Date (Dec 2)

UPCOMING CITY EVENTS/INITIATIVES

Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) Saturdays at 8 a.m. at Clark Park Pavilions A, B & C.

Stockbridge *Annual Veterans Day Virtual Event*, Thursday, November 11, 2021, at 11:00 a.m. via Facebook Live and YouTube.com - Please check the city's Events page for more information: www.cityofstockbridge.com

A Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Councilman Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov no later than Friday, November 5th. Thank you for your service.

Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, November 22, 2021, from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900.

Please support our small local businesses during the entire month of November with

special emphasis on *Shop Small Saturday*, November 27th! Stockbridge Small Businesses owners can register to participate in the Stockbridge Small Business Blitz and Small Business Saturday by contacting the Main Street Program Office at mainstreet@cityofstockbridge-ga.gov or contacting Lisa Fareed at 678-833-3325.

Businesses interested in participating in the Stockbridge Small Business Blitz and Small Business Saturday are encouraged to attend the *Annual Small Business Idea Smash* on Thursday, November 4th at 6:00 p.m. via a Zoom. Check the city's Main Street and Events page on the city's website for more information.

Councilwoman Gantt announced an upcoming Fall Festival initiative taking place on Saturday, October 30th from 12pm - 4pm at Clark Park with free games, candy, and activities.

Councilman Thomas announced he would be partnering with Henry County Libraries and their Halloween Fun at the Library - Spooky Storytime at Cochran Library in Stockbridge on Thursday, October 28th beginning at 5:30 p.m.

Councilman Blount announced the upcoming Noel in November with Kirby G and the Rockers and asked for donations of unwrapped toys for distribution; more information to follow.

Mayor Ford announced the Community Town Hall with Police Chief Trammer at the Merle Manders Conference Center on Saturday, November 6, 2021, at 10:00 a.m. and a Virtual Community Town Hall Meeting on Tuesday, November 16th will more information to follow.

Mayor Pro Tem Alexander announced an upcoming virtual Town Hall initiative taking place on Thursday at 8:00 p.m. focused on Transportation, Economic Development and Police Services

Mayor Pro Tem Alexander motioned to adjourn: Second by Councilman Blount. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION FOR APPROVAL OF ENGINEERING SERVICES
WITH FALCON DESIGN CONSULTANT SERVICES, INC**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the contract for Request for Proposal (RFP) Number: 201608-05, Engineering Services, for Falcon Design Consultant Services, Inc, which was approved by Council, January 31, 2017;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The Council hereby approves the contract pursuant to Request for Proposal (RFP) Number: 201608-05, Engineering Services, for Falcon Design Consultant Services, Inc to continue the nineteen (19) ongoing projects currently with Falcon Design Consultant Services, Inc. The supporting documents are attached.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

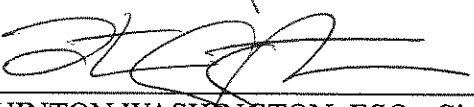
SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, ESQ., City Attorney

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!

All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

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City Of Stockbridge
RFP For Professional Engineering Services

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

1.0 REQUEST FOR PROPOSAL (RFP) GUIDELINES

- 1.1 The City has determined that the use of competitive sealed bidding will be practical or advantageous in completing the acquisition of the services described herein. Competitive sealed proposals shall be submitted in response to this solicitation. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become property of the City and will not be returned. The City, in its sole discretion, may reject any and all proposals and/or issue subsequent requests for qualifications and proposals.

The City has established certain requirements with respect to submittal of proposals by Proposers. Whenever the terms "SHALL", "MUST", "WILL", or "IS REQUIRED" are used in this RFP, the specifications being referred to are considered as mandatory requirements of this RFP. Failure to meet any mandatory requirements will cause rejection of the proposal.

Whenever the terms "CAN", "MAY", or "SHOULD" are used in the RFP, the specification being referred to is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, it may cause a reduction in score during the evaluation process.

The award shall be made to the responsible Proposer, herein also referred to as the Contractor and/or Firm whose proposal is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. **The City of Stockbridge reserves the right to reject any and all proposals submitted in response to this request.**

2.0 PROPOSAL SUBMITTAL

The comprehensive and detailed proposal may not be longer than One Hundred (100) pages including but not limited to the requested information outlined below.

2.1 Qualifications Section

All Proposers must submit a qualifications section within their proposals. The qualifications section must include information in the following three (3) areas:

- General management ability
- Financial stability and strength
- Engineering experience, including municipal engineering.

2.2.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current projects. Each Proposer shall demonstrate the ability to perform all required tasks successfully, and

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

2.2 Overview of Services

The Proposer shall describe services proposed in this RFP. This overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

2.3 Required Certifications and Attachments

- E-Verify Form
- W9 Form
- Business License
- Non-Collusion Bidding Certificate – Attachment 2
- Non-Collusion Affidavit of Sub-Contractor – Attachment 3
- Certification regarding debarment, suspension, and other responsibility Matters Primary Covered Transactions – Attachment 4
- Ineligibility Certificate – Attachment 5
- Certification of Drug-Free Workplace – Attachment 6
- Conflict of Interest and Prohibition Against Contingent Fees Certification – Attachment 7
- Certificate of Insurance – Attachment 8
- Affidavit Verifying Status of City Public Benefit Application - Attachment 9
- Certification Regarding Lobbying – Attachment 10
- Proposal Submittal Letter – Attachment 11
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1)
- Subcontractor Affidavit under O.C.G.A. 13-10-91(b)(3)

2.4 Cost Proposal

The proposed prices shall be submitted using Attachment 1 in a separate sealed envelope and labeled as such.

3.0 PROPOSAL SUBMISSION

One (1) original and four (4) copies of the proposal submittal package shall be submitted in a sealed envelope using label provided in Attachment 14 and delivered to the City's Procurement Specialist's Office, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281 before Noon on September 26, 2016. Proposals received after the deadline will not be considered.

4.0 REQUESTED ADDITIONAL INFORMATION

- 4.1 Prior to contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, an adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar projects. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, the City reserves the right to request the Proposer for any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be so notified and will be permitted five (5) business days to submit the information requested.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

-
- 8.4 The City of Stockbridge reserves the right to reject any proposal which contains unauthorized additions, conditions, limitations, or provisions to the terms of the proposal, including such changes which result from interlineations, additions, or deletions made to the documents in the proposal package.
- 8.5 The City of Stockbridge reserves the right to contract with other engineering firms at the City's sole discretion.
- 8.6 The City reserves the right to select more than one firm as part of this contract.

9.0 PROPOSAL EVALUATION

- 9.1 The City will use its staff members as the review committee, to review and analyze the details of the qualified submitted proposals.
- 9.2 The City will objectively evaluate the proposals submitted to determine the best value for the City. A comprehensive set of criteria will be used to quantify the merits of each proposal package.

- 9.3 Proposal will be evaluated and scored based upon the following categories:

A.	Technical Requirements	
a.	Experience	20 points
b.	Qualifications	15 points
c.	Experience of Assigned Personnel	15 points
d.	Proposal Content	5 points
e.	<u>Financial Stability</u>	<u>5 points</u>
	Subtotal	60 points
C.	Oral Presentation	20 points
B.	<u>Price</u>	<u>20 points</u>
	TOTAL	100 points

10.0. ORAL PRESENTATION

- 10.1 Short-listed Contractors will be required to give an oral presentation to the evaluation staff to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. The dates for the presentation are to be determined.

11.0. AWARD OF CONTRACT

- 11.1 The Term of the new Professional Engineering Services Contract (hereinafter referred to as the "Contract") will be a period of three (3) years, with a one (1) year renewal option. The contract is terminable at the conclusion of each fiscal year or upon sixty (60) days written notice to terminate the contract by the City Manager. The City reserves the right to evaluate the Contractor annually to ensure all expectations are being met. If the Firm is not meeting City's expectations the contract can be terminated.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

12.0. CONTRACT NEGOTIATIONS

- 12.1 City Staff may negotiate with the top-ranked Proposer as authorized by the City Council, for the purpose of finalizing the Contract. If negotiations with the top-ranked Proposer are not successful, the City staff may then initiate negotiations with the second-ranked Proposer, and so on. The City reserves the right to negotiate specific work elements with a Proposer into the Contract.
- 12.2 Failure to execute contract within ten (30) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award. At the discretion of the City of Stockbridge, the award may then be made to the next lowest responsible and responsive proposer, or project may be re-advertised.

13.0. INSURANCE, PROOF OF COVERAGE

- 13.1 The Proposer shall be required to furnish the City of Stockbridge with satisfactory proof of insurance coverage consistent with the policies and requirements of O.C.G.A. §50-21-37 and as specified in the contract agreement. The insurance requirements are shown in Attachment 8 of this document.

14.0 TIME

- 14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

- 15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.
- 15.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.
- 15.3 Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

16.0 ADDENDA AND INTERPRETATION

- 16.1 No interpretation of the meaning of the contract documents will be made orally to any Proposer. Any request for such interpretation should be in writing, via email, to the Procurement Specialist no later than September 7, 2016 by 10:00AM. Clarifications and questions will be answered in an addendum and posted to the City of Stockbridge website.
- 16.2 The City reserves the right to amend or clarify this RFP by addenda. Addenda will be posted to the City's Website. It is solely the Proposer's responsibility for checking the City's Website on a regular basis for Addenda and/or any updates. The City's Website may contain important information that may directly impact your proposal. Failure to account for addenda and updates may result in the rejection of your proposal as non-responsive.
- 16.3 Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be posted to the City's Website announcing the revised date.
- 16.4 Addenda will be posted to the City's Website. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

17. PUBLIC RECORDS DISCLOSURE:

- 17.1 All RFP's submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

1.0 PROJECT SCOPE

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested
- Advise City Manager when requested
- Advise City Attorney when requested
- Prepare Special Studies when requested
- Prepare plans, specifications and other bid documents for City-initiated building projects
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested
- Provide Program Management Services on Capital Improvement
- Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects
- Prepare Plans, specifications and other bid documents for City initiated projects
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database
- Evaluate condition of existing facilities when requested
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated road projects
- Analyze intersection operations
- Review system additions proposed by new developments
- Assist with GDOT permitting, surveys and other regulatory efforts
- Assist with DRI process when requested
- Traffic Studies
- Maintain and update Standard Road System Specifications and Details
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering
- Evaluate treatment capacity needs
- Evaluate inflow/infiltration data when requested
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated sewer projects.
- Analyze system for flow conditions
- Review system extensions proposed by new developments
- Review for proper quality and location of sewer lift stations, if required

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

- Periodically review available State and Federal loan and grant programs with City staff.
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City
- Provide accurate plats and records of all public works, lands and property owned by City, upon request
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour

**City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal**

****Please list below any other fees in which you would like to include in your Cost Proposal**

Other Services/Fees	HOURLY BILLING RATE
1.	\$ /hour
2.	\$ /hour
3.	\$ /hour
4.	\$ /hour
5.	\$ /hour
6.	\$ /hour
7.	\$ /hour



CITY OF STOCKBRIDGE FINANCE DEPARTMENT

4640 North Henry Boulevard

Stockbridge, Georgia 30281

(770) 770-389-7900

Email to: driley@cityofstockbridge-ga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department.

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive and thus not considered.

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

ATTACHMENT 5

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and it is also whose address is _____,
certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are
listed on the list of Ineligible Contractors maintained by the Comptroller General of the United
States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 6

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
_____, and it is also whose address is _____,
_____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 7

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and, it is also whose address is _____,
certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict
of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 8

INSURANCE REQUIREMENTS

Within ten days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation Insurance in compliance with the applicable Worker's Compensation Act(s) of the State of Georgia wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven into the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Professional (Errors and Omissions) Insurance – for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months after

completion of services.

6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.

ATTACHMENT 9
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2016.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

ATTACHMENT 10

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

ATTACHMENT 11

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____, 2016

By

Title

Sworn to and subscribed before me the ____ day of _____, 2016.

Notary Public

My Commission Expires:

Date

ATTACHMENT 12

CONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Stockbridge and has registered with, is authorized to use, and uses, the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

My Commission Expires: _____
NOTARY PUBLIC

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT 14

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP # 201608-05

DATE: September 26, 2016

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES



City of Stockbridge

Agenda Request Form

Meeting Date

November 8, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - EXTENSION

AMOUNT PER TASK ORDER

FROM ACCOUNT:

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER: 201608-05, ENGINEERING SERVICES FALCON DESIGN CONSULTANT, INC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 201608-05, Engineering Services, for Falcon Design Consultant Services, Inc, was approved by Council, January 31, 2017 (R17-787).

The initial contract term is for three (3) years, one (1) year renewal option and the scope of services are approved per task order. The contract expires January 31, 2022.

Request For Proposal (RFP) No. 201608-05, Engineering Services for Falcon Design Consultant Services, Inc, was approved by Council, January 31, 2017 (R17-787).

The initial contract term is for three (3) years, one (1) year renewal option and the scope of services are approved per task order.

All contract renewal notifications were performed as of May 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

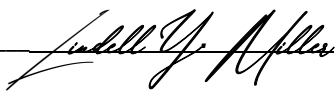
The Public Works Department is requesting approval to continue utilizing Request For Proposal (RFP) 201608-05, Engineering Services for Falcon Design Consultant Services, Inc, because the City currently has nineteen (19) ongoing projects in various stages with Falcon Design Consultant Services, Inc.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and; (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Fiscal Impact: Funds will be provided from account numbers Water 505-44200-521230 (Engineering Fees), Sewer 505-43300- 521230 (Engineering Fees), Stormwater 510-42500-521230 (Engineering Fees), Public Works 100-42200-521230 (Engineering Fees), and Government Buildings 100-15650-521230 (Engineering Fees).

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

Falcon Design Consultants Projects

Project Name	Vendor	Division	Service Type
MMCC Parking Lot Paving	Falcon Design Group	Government Buildings	Improvements
Country Club Drive - Traffic Study - Signage	Falcon Design Group	Public Works	Engineering
2021 LMIG Paving	Falcon Design Group	Public Works	Engineering
2022 LMIG Paving	Falcon Design Group	Public Works	Engineering
Downtown Alleyway - Burke Street	Falcon Design Group	Main Street	Engineering
904 Needltop Court	Falcon Design Group	Stormwater	Engineering
Hudson Bridge Drive	Falcon Design Group	Stormwater	Construction
The Magnolias at Eagles Landing	Falcon Design Group	Stormwater	Construction
103 Turning Point	Falcon Design Group	Stormwater	Engineering
Smith Barnes - CDBG Phase II Engineering	Falcon Design Group	Sewer	Engineering
Stormwater Structure Review and CM 2021	Falcon Design Group	Stormwater	Engineering
East Atlanta Road/Lee Street Improvements	Falcon Design Group	Public Works	Engineering
Neighborhood Stormwater Project	Falcon Design Group	Stormwater	Engineering
GIS Stormwater Database Updates	Falcon Design Group	Stormwater	Engineering
Gateway and Wayfinding Signage	Falcon Design Group	Public Works	Engineering
Sanitation and Stormwater Billing	Falcon Design Group	Stormwater	Engineering
411 Sage Court	Falcon Design Group	Stormwater	Engineering
Miscellaneous Sidewalk Projects	Falcon Design Group	Public Works	Engineering
Miscellaneous Stormwater Projects	Falcon Design Group	Stormwater	Engineering

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R17-787

**A RESOLUTION TO AUTHORIZE A FIRM TO PROVIDE
ENGINEERING SERVICES TO THE CITY**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to enter into a contract with a firm to provide engineering services to the City;

WHEREAS, **Falcon Design** is a recommended firm;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The entering into a contract to provide engineering services with Falcon Design, as presented to the City Council on January 31, 2017 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

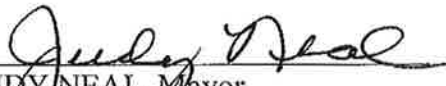
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

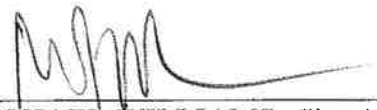
SO RESOLVED this 31st day of January, 2017.


JUDY NEAL, Mayor

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. B20-1238

**A RESOLUTION TO AUTHORIZE EXTENSION OF CONTRACT WITH
FALCON DESIGN CONSULTANTS**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to extend its existing contract with Falcon Design Consultants, LLC;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Vendor. Pursuant to Section 3.30.227 of the Stockbridge Municipal Code, the extension of the contract with Falcon Design Consultants, LLC as presented to the Council on November 24, 2020 is hereby approved by the City Council so that the contract shall end on January 31, 2022.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

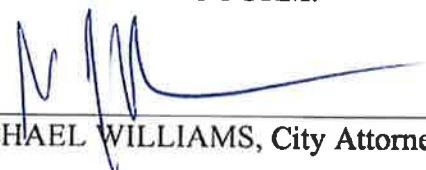
SO RESOLVED this 24th day of November, 2020.


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



CONTRACT DOCUMENTS FOR

RFP201608-05

PROFESSIONAL ENGINEERING SERVICES

For

DEPARTMENT OF PUBLIC WORKS

Index of Articles

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ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
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ARTICLE 28.	<u>NOTICES</u>
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Exhibits

EXHIBIT 1:	<u>GENERAL CONDITIONS</u>
EXHIBIT 2:	<u>SCOPE OF WORK</u>
EXHIBIT 3:	<u>COMPENSATION</u>
EXHIBIT 4:	<u>PURCHASING FORMS</u>
EXHIBIT 5:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT 6:	<u>PAYMENT & PERFORMANCE BONDS</u>

CONTRACT AGREEMENT

Contractor: **FALCON DESIGN CONSULTANTS, LLC.**
Contract No.: **RFP201608-05, PROFESSIONAL ENGINEERING SERVICES**
Address: **235 CORPORATE CENTER DRIVE, SUITE 200**
City, State **STOCKBRIDGE, GEORGIA 30281**
Telephone: **(770) 389 - 8666**
Email: **APrice@fdc-llc.com**
Contact: **Adam L. Price, PE**
Managing Partner

This Agreement made and entered into effective the ____ day of February, 2017 by and between **CITY OF STOCKBRIDGE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**City**"; for and on behalf of the Henry County Superior Court Clerk (hereinafter referred to as "**Department**"), and **Falcon Design Consultants, LLC.**; hereinafter, referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, City through and behalf of the Department, desired to retain a qualified and experienced Contractor for the provision of implementation of the Professional Engineering Services for the Public Works Department on an "as needed, if needed, when needed" basis. Falcon Design Consultants, LLC. Shall furnish, provide, and perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment. all other items necessary to provide the City with Professional Engineering Services; hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to City and the Department that it is experienced and has qualified and local staff available to commit to the Project and City has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor agree

as follows:

ARTICLE 1. CONTRACT DOCUMENTS

City hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- 1) Form of Agreement;
- 2) Addenda;
- 3) Exhibit 1: General Conditions;
- 4) Exhibit 2: Scope of Work;
- 5) Exhibit 3: Compensation;
- 6) Exhibit 4: Purchasing Forms; and
- 7) Exhibit 5: Insurance and Risk Management Forms;
- 8) Exhibit 6: Payment and Performance Bonds.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to City of Stockbridge Policy §102-420 governing change orders, is signed by the City's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the City of Stockbridge Mayor and City Council.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the City and made a part of the Contract Documents.

The Agreement was approved by the City of Stockbridge's Mayor and City Council members on **January 31, 2017; Item # 1; Resolution #R17-787.**

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

The City and Falcon Design Consultants, LLC. is to provide professional engineering services for the Public Works Department on an "as needed, if needed, when needed" basis.

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation

of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit 2, Scope of Work.

ARTICLE 5. SERVICES PROVIDED BY CITY

Contractor shall gather from City all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit 2, Scope of Work, if required, will be performed and furnished by City in a timely manner so as not to unduly delay Contractor in the performance of said obligations. City shall have the final decision as to what data and information is pertinent.

City will appoint in writing a City authorized representative with respect to work to be performed under this Agreement until City gives written notice of the appointment of a successor. The City's authorized representative shall have complete authority to transmit instructions, receive information, and define City's policies, consistent with City rules and regulations. Contractor may rely upon written consents and approvals signed by City's authorized representative that are consistent with City rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, City and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of City of Stockbridge Purchasing Code §102-420, which is incorporated by reference herein.

ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and City shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from City. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

8.1. Commencement Term

The "Commencement Term" of this Agreement shall begin on March 1, 2017, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2017. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

8.2. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the

City Council, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019.

8.3. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the City's rights upon termination.

8.4. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

8.5. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit 3, Compensation.

The total contract amount for the Project shall not exceed the project budgeted amount which is full payment for a project being completed based on the work/services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to City upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the City. Requests for changes in key personnel or sub-Contractors will not be unreasonably withheld by City.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The City may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 11.1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 11.2. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 11.3. Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the **DEPARTMENT** designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Falcon Design Consultants, LLC. Falcon Design Consultants, LLC, shall have thirty (30) days from date the decision is sent to appeal the decision to the City Manager or his designee by mailing or otherwise furnishing to the City Manager or designee, copy of the written appeal. The decision of the City Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Falcon Design Consultants, LLC, shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Falcon Design Consultants,

LLC., shall proceed diligently with performance of the Agreement and in accordance with the decision of the DEPARTMENT designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either City or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit 3, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The City may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of City shall constitute cause for termination
- (4) The City may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the City may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the City as stated in Exhibit 2, "Scope of Work".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the City.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the City obtaining the services of another Contractor to complete the project.

ARTICLE 14. TERMINATION FOR CONVENIENCE OF CITY

Notwithstanding any other provisions, the City may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the City, as provided in this article, Contractor will

be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of City.

ARTICLE 17. PROFESSIONAL RESPONSIBILITY

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

ARTICLE 18. INDEMNIFICATION

- 18.1. **Non-Professional Services Indemnification.** Falcon Design Consultants, LLC. hereby agrees to indemnify and hold harmless Stockbridge City, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or

resulting from the performance of this Agreement by Falcon Design Consultants, LLC. or any act or omission on the part of the Falcon Design Consultants, LLC., its agents, employees or others working at the direction of Falcon Design Consultants, LLC. or on its behalf, or due to any breach of this Agreement by the Falcon Design Consultants, LLC. or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Falcon Design Consultants, LLC. This indemnification does not extend to the negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Falcon Design Consultants, LLC.

Falcon Design Consultants, LLC. obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Falcon Design Consultants, LLC. further agrees to indemnify and hold harmless Stockbridge City, its Council, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Falcon Design Consultants, LLC. These indemnities shall not be limited by reason of the listing of any insurance coverage.

- 18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Falcon Design Consultants, LLC. and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Falcon Design Consultants, LLC. is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

- 18.3 Defense.** Falcon Design Consultants, LLC. at Falcon Design

Consultants, LLC.'s own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Falcon Design Consultants, LLC. (provided that in all instances the City Attorney of Stockbridge City Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the City). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Falcon Design Consultants, LLC. shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Falcon Design Consultants, LLC. shall acknowledge in writing delivered to the Indemnified Person (with a copy to the City Attorney) that Falcon Design Consultants, LLC. is defending the claim as required hereunder. For Indemnity purposes, Falcon Design Consultants, LLC. will choose its own counsel; however, Falcon Design Consultants, LLC., must get approval from the City of their choice(s).

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Falcon Design Consultants, LLC. in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel,

- 18.4.1.1. such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest; and
- 18.4.1.2. unless such Indemnified Person (and, as applicable, Falcon Design Consultants, LLC.) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Falcon Design Consultants, LLC. shall retain its own separate counsel, each at Falcon Design Consultants, LLC.'s sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Falcon Design Consultants, LLC.'s obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Falcon Design Consultants, LLC. has complied with all of Falcon Design Consultants, LLC.'s obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Falcon Design Consultants, LLC. has not complied with all of Falcon Design Consultants, LLC.'s obligations with

respect to such claim, Falcon Design Consultants, LLC, shall be obligated to pay the cost and expense of such separate counsel). Falcon Design Consultants, LLC, may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement:

- 18.4.2.1. Would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person;
- 18.4.2.2. Would require the Indemnified Person to pay amounts that Falcon Design Consultants, LLC, or its insurer does not fund in full,;
- 18.4.2.3. Would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement,; and/or
- 18.4.2.4. Directly involves the City (in which case the City of Stockbridge, located in Stockbridge, Georgia shall be the only counsel authorized to represent the City with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of City. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit 5, Insurance and Risk Management Forms, with the City as an additional insured and shall furnish the City a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State

of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of City during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of City.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of City. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of City shall at City's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City and/or representatives of the City for examination all of its records with respect to all matters covered by this

Agreement.

It shall also permit City and/or representative of the City to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent City audits or examines such Information related to this Agreement, City shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting City any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to City. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 26. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by City of Stockbridge.

ARTICLE 27. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of City either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the City, and entered on the Minutes of the City Council.

ARTICLE 28. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to City, shall be addressed as follows:

Director
Public Works Department
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
E-mail address: DAaron@cityofstockbridge-ga.gov
Attention: Decius T. Aaron

With a copy to:

Department of Finance, Purchasing Division
Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
Email: DRiley@cityofstockbridge-ga.gov
Attention: Donald R. Riley, CPPB

Notices to Contractor shall be addressed as follows:

Falcon Design Consultants, LLC.
235 Corporate Center Drive Suite 200
Stockbridge, Georgia 30281
Telephone: (770) 389-8666
E-mail address: APrice@fdc-llc.com
Attention: Adam L. Price, P.E., Managing Partner

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in City of Stockbridge. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Henry County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor shall not discriminate against any employee or

applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. FORCE MAJEURE

Neither City nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the City by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the City. The Contractor shall cooperate with and provide assistance to the City in rapidly responding to Open Records Act requests. The Contractor shall notify the City of any Open Records Act requests no later than twenty-four (24) hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the City in relation to responding to Open Records Act requests.

ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, or any other matter relating to the services being procured, should any Contractor submit a response to the City promising to provide a certain level of service for the scope of work, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these

promises or assurances be accepted by the City and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, or other matter shall be considered to be a material part of the Agreement between the Contractor and the City, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the City just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the City and accompanied by all support documentation requested by the City, for payment and for services that were completed during the preceding phase. The City shall review for approval of said invoices. The City shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the City, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to City by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The City shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the City shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all invoices in original and one (1) copy to:

Director
Public Works Department
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
E-mail address: DAaron@cityofstockbridge-ga.gov
Attention: Decius T. Aaron

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

City's Right to Withhold Payments: The City may withhold payments for

services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the City will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the City are satisfied. The City shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from City of Stockbridge, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from City of Stockbridge and in no event later than fifteen (15) days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the City from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the City in writing of a specific claim it contends is not released by that payment.

ARTICLE 35. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the City such documents and information as may be necessary to obtain such tax exemptions. The City shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the City to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the City to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the City and such obligation shall not constitute a pledge of the full faith and credit of the City within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the City does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the City suspends performance pending the appropriation of funds.

ARTICLE 38. WAGE CLAUSE

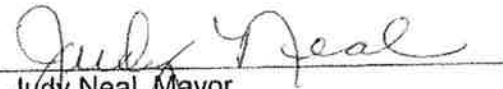
Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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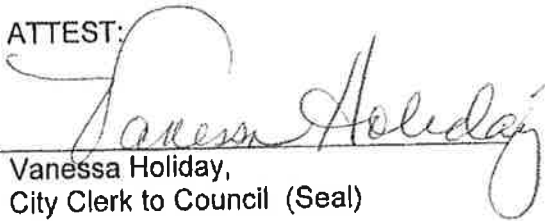
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CITY OF STOCKBRIDGE


Judy Neal, Mayor

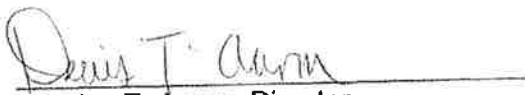
ATTEST:


Vanessa Holiday,
City Clerk to Council (Seal)

APPROVED AS TO FORM:


Office of the City Attorney

APPROVED AS TO CONTENT:


Decius T. Aaron, Director
Department of Public Works

CONTRACTOR:

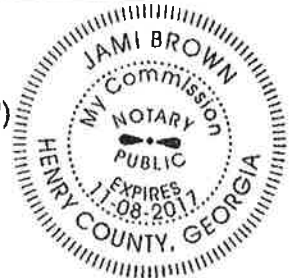
FALCON DESIGN
CONSULTANTS, LLC.


Adam L. Price, P.E.
Managing Partner

ATTEST:


Secretary/
Assistant Secretary

(Affix Corporate Seal)



ADDENDA



September 23, 2016

Re: 201608-05 – PROFESSIONAL ENGINEERING SERVICES

Dear Respondent(s):

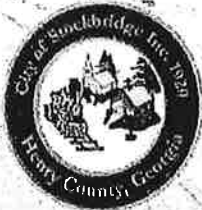
Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced 201608-05 – PROFESSIONAL ENGINEERING SERVICES.

Except as provided herein, all terms and conditions in the 201608-05 Professional Engineering Services referenced above remain unchanged and in full force and effect.

Sincerely,

Donald R. Riley

Donald R. Riley, CPPB
Purchasing Specialist



Stockbridge
City Limits

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**201608-05, PROFESSIONAL ENGINEERING SERVICES
Addendum No. 1
Page Two**

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

The submittal deadline for the proposal listed above has been extended from Monday, September 26, 2016 at 12:00 P.M. (NOON) to the date listed below. The new opening bid date is as follows:

MONDAY, OCTOBER 3, 2016 at 12:00 P.M. (NOON) E.S.T.

Attached hereto are responses to questions submitted in reference to the above RFP and ATTACHMENT 14 has been revised.

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Failure to return a signed copy of this addendum could render your bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Finance Department - Purchasing Division, City of Stockbridge, 4640 Henry Boulevard, Stockbridge, Georgia 30281 by the RFP due date and time **October 3, 2016 before 12:00 P.M. (NOON) E.S.T.**

This is to acknowledge receipt of Addendum No. 1, 26th day of September, 2016.

Adam L. Price
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

MAWAGIN6 Paezma
Title



Questions regarding 201608-05, PROFESSIONAL ENGINEERING SERVICES.

- 1) Attachment 8, Item 5 reads that \$3M per occurrence is required for professional services and design build projects. This seems relatively high for a general services agreement. Our provider is accustomed to providing this sort of coverage for large individual projects but having this as a standard policy for a general services agreement is not something we often see. We can do it if required but would like to ask if this was the true intention.

Response: Yes, that is the intent of the City to have such projects.

- 2) Also, corporate certificate. What exactly do you need executed?

Response: A copy of business license or corporate certificate from the State of Georgia. Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.

- 3) What credit references would be appropriate? Would consultants we use be sufficient?

Response: References that can validate your company's proposal. Governments not consultants that are on the same size, scale and scope or larger that can verify your company's proposal.

- 4) Item 6.1 on page 7 of Instructions to Proposers instructs corporations to include an executed Corporate Certificate with the submittal. It doesn't appear that a Corporate Certificate is included in the RFP. Will one be provided?

Response: No, your company has to provide the City with a copy of your business license or corporate certificate.

- 5) Item 2.2.3 Engineering Experience on page 5 states "List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years...If the number exceeds 10, list the most relevant". Please clarify the number of projects desired.

Response: In the past five (5) years' list at a minimum five (5) projects that are relevant to the City's RFP.



- 6) On page 11, the last paragraph states "The services to be provided must be in the following format in order to be considered for this RFP". What is the intent of that requirement?

Response: Yes, your company's proposal must address and follow the project scope on pages 12 – 14; in that format to be considered as responsive.

- 7) Will the City of Stockbridge be selecting multiple firms for the professional engineering services for the various projects throughout the City?

Response: It is the Intent of the City to award this proposal to one (1) proponent; however, the City reserves, in its sole discretion, the option to award to multiple Proponents or one (1) Proponent. The award(s) will be based on the scope of services in its entirety or by components. Multiple awards may be made on the total scope of services or to components of the scope of services.

- 8) Will the firm selected be required to house all of the engineering disciplines to prime the various projects throughout the City?

Response: No. Proponents does not have to house all engineering disciplines; however, it must be clearly stated within your company's proposal.

- 9) Is there a page limit on the RFP submittal?

Response: No. There are no page limitations for this RFP.



ATTACHMENT 14

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVERED TO:

City of Stockbridge Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB, Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP #201608-05

DATE: October 3, 2016

RFP MUST BE RECEIVED BEFORE 12:00 P.M. (NOON) EST

NAME OF COMPANY: Falcon Design Consultants, LLC

CONTACT PERSON: Mike Crawford Ph: 678-878-1611

PROJECT DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT 1

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from City of Stockbridge's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The City must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within sixty (60) days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) day notice by the City of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the City of Stockbridge City Council.
8. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to City of Stockbridge are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to City of Stockbridge involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

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EXHIBIT 2

SCOPE OF WORK

SCOPE OF WORK

Falcon Design Consultants, LLC. is to provide professional engineering services for the Public Works Department on an "as needed, if needed, when needed" basis.

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation

of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested;
- Advise City Manager when requested;
- Advise City Attorney when requested;
- Prepare Special Studies when requested;
- Prepare plans, specifications and other bid documents for City-initiated building projects; and
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested;
- Provide Program Management Services on Capital Improvement Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects;
- Prepare Plans, specifications and other bid documents for City initiated projects;
- Review system expansions proposed by new developments;
- Assist with EPD permitting, surveys and other regulatory efforts; and
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database;
- Evaluate condition of existing facilities when requested;
- Prepare plans, specifications and other bid documents for City-initiated projects;

- Perform Construction Contract administration for City-initiated road projects;
- Analyze intersection operations;
- Review system additions proposed by new developments;
- Assist with GDOT permitting, surveys and other regulatory efforts;
- Assist with DRI process when requested;
- Traffic Studies;
- Maintain and update Standard Road System Specifications and Details; and
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering;
- Evaluate treatment capacity needs;
- Evaluate inflow/infiltration data when requested;
- Prepare Plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated sewer projects;
- Analyze system for flow conditions;
- Review system extensions proposed by new developments;
- Review for proper quality and location of sewer lift stations, if required;
- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Sanitary Sewer System Specifications and Details;
- Act as Professional Engineer of Record for City Plan review delegation from EPD;
- Review in-progress construction when requested; and
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering;
- Prepare Plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated water projects;
- Analyze system for flow conditions;
- Review for utility lines;
- Review for proper sizing of utility lines;
- Review for location of connections with utility line;
- Evaluate metering issues when requested;
- Review system extensions proposed by new developments;

- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Sanitary Water System Specifications and Details;
- Act as Professional Engineer of Record for City Plan review delegation from EPD;
- Review in-progress construction when requested; and
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD;
- Prepare MS4 Annual Stormwater Report to submit to EPD;
- Prepare plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated Stormwater projects;
- Analyze system for flow conditions;
- Evaluate condition of existing facilities when requested;
- Review system expansions proposed by new developments;
- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Storm Sewer System Specifications and Details;
- Review in-progress construction when requested; and
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City; and
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer;
- Answer questions that may arise of a technical engineering nature;
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility Infrastructure, Sidewalks, and similar matters;
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.;
- Periodically review available State and Federal loan and grant programs with City staff;
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City;

- Provide accurate plats and records of all public works, lands and property owned by City, upon request; and
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

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Overview of Services

**Administrative Department**

- ✓ Attend Council Meetings to advise Mayor and Council when requested.
- ✓ Advise City Manager when requested.
- ✓ Advise City Attorney when requested.
- ✓ Prepare Special Studies when requested.
- ✓ Prepare plans, specifications and other bid documents for City-initiated building projects.
- ✓ Perform Construction Contract administration for City initiated building projects.

Public Works Department

- ✓ Advise City Manager or his/her designee when requested.
- ✓ Provide Program Management Services on Capital Improvements Projects (from beginning to NTP, and or during duration of project).
- ✓ Provide drawings/plans for Capital Improvements Projects.
- ✓ Prepare Plans, specifications and other bid documents for City initiated projects.
- ✓ Review system expansions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Review in-progress construction when requested.

Road System Assistance

- ✓ Prepare Road System Inventory and database.
- ✓ Evaluate condition of existing facilities when requested.
- ✓ Prepare plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated road projects.
- ✓ Analyze Intersection operations.
- ✓ Review system additions proposed by new developments.

Professional Engineering Services
RFP # 201608-05



Overview of Services

- ✓ Assist with GDOT permitting, surveys and other regulatory efforts.
- ✓ Assist DRI process when requested
- ✓ Traffic Studies
- ✓ Maintain and update Standard Road System Specifications and Details.
- ✓ Review In-progress construction when requested

Sewer System Assistance

- ✓ Assistance with designing system improvements and construction engineering.
- ✓ Evaluate treatment capacity needs.
- ✓ Evaluate inflow/infiltration data when requested
- ✓ Prepare Plans, specifications and other bid documents for City-initiated projects
- ✓ Perform Construction Contract administration for City-initiated sewer projects.
- ✓ Analyze system for flow conditions.
- ✓ Review system extensions proposed by new developments.
- ✓ Review for proper quality and location of sewer lift stations, if required
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Maintain and update Standard Sanitary Sewer System Specifications and Details.
- ✓ Act as Professional Engineer or Record for City Plan review delegation from EPD.
- ✓ Review In-progress construction when requested
- ✓ Conduct final inspection and testing.

Water System Assistance

- ✓ Assistance with designing system improvements and construction engineering.
- ✓ Prepare Plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated water projects.
- ✓ Analyze system for flow conditions.
- ✓ Review for utility lines.
- ✓ Review for proper sizing of utility lines.

Professional Engineering Services
RFP # 201608-05



Stockbridge
City Limits

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Overview of Services

- ✓ Review for location of connections with utility line
- ✓ Evaluate metering issues when requested
- ✓ Review system extensions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Maintain and update Standard Sanitary Water System Specifications and Details.
- ✓ Act as Professional Engineer of Record for City Plan review delegation from EPD.
- ✓ Review in-progress construction when requested
- ✓ Conducting final inspection and testing.

Stormwater and Drainage Assistance

- ✓ Prepare MS4 Stormwater Management Plan required by EPD.
- ✓ Prepare MS4 Annual Stormwater Report to submit to EPD
- ✓ Prepare plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated Stormwater projects
- ✓ Analyze system for flow conditions.
- ✓ Evaluate condition of existing facilities when requested.
- ✓ Review system expansions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts
- ✓ Maintain and update Standard Storm Sewer System Specifications and Details.
- ✓ Review in-progress construction when requested
- ✓ Assist with formation of Stormwater Utility.

Meetings

- ✓ Attend Council meetings and other meetings when requested and deemed necessary by the City.
- ✓ Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Professional Engineering Services
RFP # 201608-05



Stockbridge
(City limits)

Overview of Services

Additional Services

- ✓ Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer.
- ✓ Answer questions that may arise of a technical engineering nature.
- ✓ Advise the City on matters relating to Zoning, Subdivision Regulations, Utility Infrastructure, Sidewalks, and similar matters.
- ✓ Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.
- ✓ Periodically review available State and Federal loan and grant programs with City staff.
- ✓ Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City.
- ✓ Provide accurate plats and records of all public works, lands and property owned by City, upon request.
- ✓ Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Professional Engineering Services
RFP # 201608-05



FALCON DESIGN

September 26, 2016

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Re: Request for Proposal # 201608-05 for Professional Engineering Services

Stockbridge Procurement Specialist:

We want to be your on-call municipal engineering team! Falcon Design Consultants, LLC (FDC) has assembled an excellent consulting team, ideally qualified to address the various levels of expertise and required tasks identified by the City. Our Team is comprised of leading industry specialists who are highly proficient in public sector roles. We understand the position, obligation, and commitment required to protect the City's interest and assist citizens, staff, and elected officials with technically sound, courteous, and prompt solutions.

The FDC Staff is able to provide services as outlined for each department including; Administrative, the Public Works Department and the Additional Service required by the City. Falcon Design Consultants, LLC (FDC) can perform the professional on-call general municipal engineering services for various projects throughout the City.

Metro Engineering and Surveying Company, Inc. (Metro) will provide any aerial photography, geodetic surveying and aerial photogrammetry

Vanassee, Hangen, Brustlin, Inc. (VHB) will perform traffic analysis and studies as required as well as provide professional environmental engineering needs

Construction Material Services, Inc. responsible for Geotechnical Engineering components

Richardson, Garretson & Associates, LLC includes all phases of civil, environmental, water and sanitary engineering

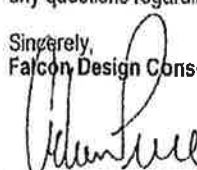
It is important to note that though each member of our team contributes specialized expertise, they are all local in proximity to the City of Stockbridge and are committed to collaborate and utilize the team's depth of resources and talent to ensure the best qualified and most timely response.

Our entire team has an in-depth knowledge and a local presence in Stockbridge, GA. We have local and regional expertise serving multiple cities and counties throughout Georgia. We understand the realities of engineering design and the importance of formulating realistic and achievable goals.

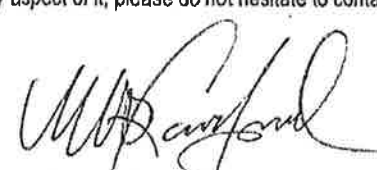
Our team is known for its unique design approach, client responsiveness, detailed in-house review, value engineering and the ability to manage projects from beginning to end. The FDC Staff has experience with regards to interesting design, road construction and alignment, side-walks/pathways/trails, and site development for parks and recreational facilities. In addition, our team has an extensive knowledge of local, state, and federal regulations and policies related to environmental documentation and permitting, stormwater management plans and studies, sewer, wetland delineation, wastewater, and MS4 permitting. In combination, our team has access to and a working relationship with over 100 technical and professional resources and staff members.

The FDC Staff is very excited about the opportunity to serve the City of Stockbridge, Georgia. We are confident that we have assembled an exceptionally qualified team that reflects our understanding of the opportunity to provide Professional Engineering Services. Should you have any questions regarding our proposal or would like to discuss any aspect of it, please do not hesitate to contact us at 770.389.8666.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, PE
Managing Partner



Mike Crawford, M.Ed.
Business Development Manager

EXHIBIT 3

COMPENSATION

COMPENSATION

The City agrees to compensate Falcon Design Consultants, LLC. as follows:

City agrees to compensate Falcon Design Consultants, LLC. for all services performed under this Agreement.

This contract is a fixed price contract to be used for the various professional engineering services projects throughout the City of Stockbridge.

Compensation for work performed by Falcon Design Consultants, LLC. on Projects shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit 3, Compensation.



Cost Proposal



Attachment B- Schedule of Fees
City of Stockbridge
Professional Engineering Services
RFP #201608-05
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE	
Principal Professional Engineer	\$ 110	/hour
Senior Professional Engineer	\$ 108	/hour
Professional Engineer	\$ 90	/hour
Staff Engineer	\$ 75	/hour
Registered Land Surveyor	\$ 90	/hour
Survey Supervisor	\$ 66	/hour
2- Person Survey Team	\$ 105	/hour
3- Person Survey Team	\$ 120	/hour
Office Survey Technician	\$ 55	/hour
Professional Planner	\$ 100	/hour
Senior Mapping Technician	\$ 75	/hour
Design Technician	\$ 55	/hour
CAD Drafter	\$ 48	/hour
Information System Professional	\$ 75	/hour
Computer Programmer	\$ 80	/hour
Information System Technician	\$ 50	/hour
Administrative Assistant	\$ 40	/hour
Administrator	\$ 65	/hour





Cost Proposal (continued)



Other Services/Fees	HOURLY BILLING RATE
1. GIS Technician	\$ 75 /hour
2. Construction Administration	\$ 55 /hour
3. Landscape Architect	\$ 75 /hour
4. 1 Man GPS	\$ 60 /hour
5.	\$ /hour
6.	\$ /hour
7.	\$ /hour





Cost Proposal (under separate cover)



(Intentionally left blank)

Falcon Design Consultants, LLC has carefully reviewed the City's RFQ for Professional Engineering Services and we understand the requirements described. Our Team Qualifications are exceptional and available to serve the City's immediate needs. We understand specific tasks may vary with each project. In addition, we have examined the Comprehensive Plan, Codes and Regulations, Permit requirements, etc. and can commit the necessary resources to ensure work is completed on time and within program guidelines.

FALCON DESIGN

EXHIBIT 4

PURCHASING FORMS



Certificates and Attachments

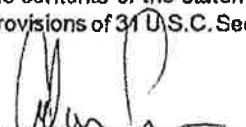
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

The Proposer, Falcon Design Consultants, LLC certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor, Adam Price, P.E., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.


Signature of Authorized Agent

Adam Price, P.E., Managing Partner
Name/Title of Authorized Agent

9-26-16
Date


Witness



Certificates and Attachments

INELIGIBILITY CERTIFICATE

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and it is also whose address is 235 Corporate Center Drive, Suite 200 Stockbridge, GA 30281 certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.


Signature of Authorized Agent

Adam Price, P.E., Managing Partner
Name/Title of Authorized Agent

September 26, 2016
Date



Stockbridge
City Limits

23

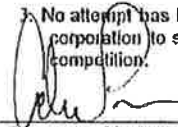
Certificates and Attachments

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.



Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



Certificates and Attachments

CERTIFICATION OF DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and it is also whose address is 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
3. It is certified that the undersigned 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.

Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



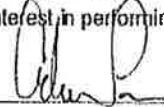
Stockbridge
City Limits

22

Certificates and Attachments

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and, it is also whose address is 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.



Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



Certificates and Attachments

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Adam L. Price, P.E.

Name of Applicant

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. Code Section 16-10-20.

Signature of Applicant: [Signature]

Date: September 26, 2016

Printed Name: Adam Price, P.E., Managing Partner

*Alien Registration number for non-citizens: _____

**PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.

Subscribed and Sworn Before Me on this the 26th Day of September, 2016.

Notary Public: [Signature]

My Commission Expires: 11-8-17



*Note: O.C.G.A. Section 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. 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:



Certificates and Attachments

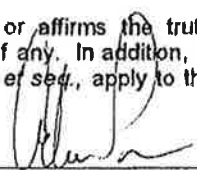
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, Adam L. Price, P.E., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: 

Name and Title of Contractor Authorized Agent: Adam Price, P.E., Managing Partner

Date: September 26, 2016

Telephone #: 770.389.8666

Firm or Company Name: Falcon Design Consultants, LLC

Address: 235 Corporate Center Dr., Suite 200
Stockbridge, GA 30281



Certificates and Attachments

ATTACHMENT 11

PROPOSAL SUBMITTAL LETTER

The undersigned, Falcon Design Consultants, LLC, hereby submits its bid proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this 26th day of September, 2016

By

Managing Partner

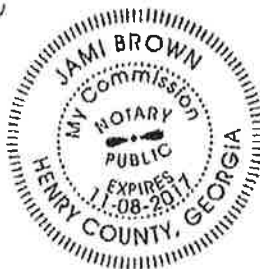
Title

Sworn to and subscribed before me the day of Sept. 26, 2016.

Jami Brown
Notary Public

My Commission Expires:

11-8-17
Date





Certificates and Attachments

ATTACHMENT 12

CONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Stockbridge and has registered with, is authorized to use, and uses, the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

328455

Federal Work Authorization User Identification Number

May 18, 2010

Date of Authorization

Falcon Design Consultants, LLC

Name of Contractor

RFP #201608-05 Professional Engineering Services

Name of Project

Stockbridge, GA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept. 26 2016 in Stockbridge, Georgia.

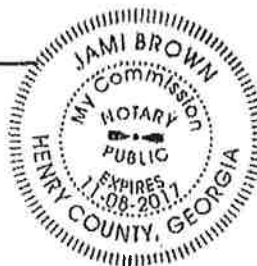
[Signature]
Signature of Authorized Officer or Agent

Adam Price, P.E., Managing Partner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY of September, 2016.

[Signature]
My Commission Expires: 11-8-17
NOTARY PUBLIC





Stockbridge
City Limits

23

Sub-Contractors Certificates and Attachments (CMS, Inc.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia

County of Henry

Andrew Johnson

being first duly sworn, deposes and says that:

(1) He/She is President (owner, partner officer, representative, or agent) of Construction Materials Services, Inc. the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Andrew Johnson

Andrew Johnson, PE President

(Title)

Subscribed and Sworn to before me this 21st day of September, 20 16.

Name Carolyn E. Hornback

Title Notary Public

My commission expires (Date) July 7, 2018





Sub-Contractors Certificates and Attachments (CMS, Inc.)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

245597

Federal Work Authorization User Identification Number

09/03/2009

Date of Authorization

Construction Materials Services, Inc.

Name of Subcontractor

RFP # 201608-05 Professional Engineering Services

Name of Project

City of Stockbridge, Henry County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

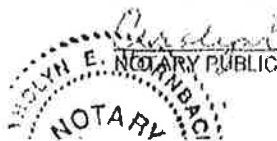
Executed on Sept 21, 2016 in Stockbridge, Georgia.

Andrew Johnson
Signature of Authorized Officer or Agent

Andrew Johnson, PE President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21 DAY of September 2016.



My Commission Expires: July 7, 2018

30



Sub-Contractors Certificates and Attachments (Metro)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of GEORGIA

County of HENRY

MICHAEL H. ELLIOTT JR, being first duly sworn, deposes and says that:

(1) He/She is PARTNER OFFICER (owner, partner officer, representative, or agent) of METRO ENGINEERING & SURVEYING CO., INC., the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

[Signature] [PERSONALLY APPEARED BEFORE ME - [PERSONALLY KNOWN]

(Signed)

President

(Title) STATE OF GEORGIA
HENRY COUNTY

Subscribed and Sworn to before me this 19 day of SEPT, 2016.

Name T. PEREZ

Title _____

My commission expires (Date) APRIL 24, 2017



T. Perez
Notary Public
Spalding County, Georgia
My Commission Expires
April 24, 2017



Sub-Contractors Certificates and Attachments (METRO)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

EIN 58-1021299

Federal Work Authorization User Identification Number

9-25-1967

Date of Authorization

Metro Engineering & Surveying Co., Inc.

Name of Subcontractor

RFP# 201608-05

Name of Project

Falcon Design Concepts

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/26/2016 in Stockbridge, Georgia.

Michael H. Ellett, Jr.

Signature of Authorized Officer or Agent

Michael H. Ellett, Jr. - President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY of SEPT, 2016.

[Signature]

My Commission Expires:

T. Perez
Notary Public
Spalding County, Georgia
My Commission Expires
April 24, 2017





Sub-Contractors Certificates and Attachments (VHB, Inc.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia
County of Fulton

Erin Murphy being first duly sworn, deposes and says that:

(1) He/She is representative (owner, partner officer, representative, or agent) of Vanasse Hangen Brustlin, Inc., the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Erin Murphy

Managing Director - Atlanta

(Title)

Subscribed and Sworn to before me this 20th day of September, 2016.

Name A. G. G. G.
Title Notary Public

My commission expires (Date) July 16, 2019





Sub-Contractors Certificates and Attachments (VHB, Inc.)

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b) (3)

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

115289

Federal Work Authorization User Identification Number

4/21/2008

Date of Authorization

Vanasse Hangen Brustlin, Inc.

Name of Subcontractor

RFP#201608-05 Professional Engineering Services

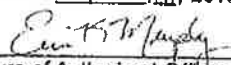
Name of Project

City of Stockbridge

Name of Public Employer

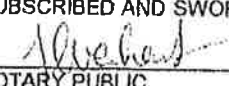
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept 20, 2016 in Stockbridge, Georgia.


Signature of Authorized Officer or Agent

Erin Murphy - Managing Director - Atlanta
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY of September, 2016.


NOTARY PUBLIC

My Commission Expires: 7/16/2019





Sub-Contractors Certificates and Attachments (RGA, LLC.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia

County of Bulloch

Elmo A. Richardson, Jr. being first duly sworn, deposes and says that:

(1) He is partner officer (owner, partner officer, representative, or agent) of Richardson, Gunnerson & Assoc. the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

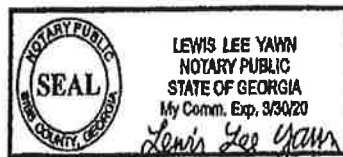
(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Elmo A. Richardson, Jr.
(Signed)

Partner
(Title)



Subscribed and Sworn to before me this 23 day of Sept., 2016.

Name Lewis Lee Yawn

Title Notary



Sub-Contractors Certificates and Attachments (RGA, LLC.)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b) (3)

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

640624

Federal Work Authorization User Identification Number

02/06/2013

Date of Authorization

Richardson, Gurrettson & Associates, LLC

Name of Subcontractor

RFP # 201608-05 Professional Engineering Services

Name of Project

City of Stockbridge

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept. 23, 2016 in Stockbridge, Georgia.

[Signature]
Signature of Authorized Officer or Agent



Stockbridge
City Limits

Financial Stability and Strength

Litigation History Statement

In the 10 years of doing business, Falcon Design Consultants, LLC has not been involved in any litigation regarding any company, partner, subcontractor, or subsidiary involved in any litigation and/or any corporate officer.





Financial Stability and Strength

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

CONTROL NUMBER: 0606324
EFFECTIVE DATE: 01/11/2006
JURISDICTION : GEORGIA
REFERENCE : 0077
PRINT DATE : 01/20/2006
FORM NUMBER : 356

ADAM K PRINTZ
3405 PIEDMONT RD NE STE 300
ATLANTA, GA 30305

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

FALCON DESIGN CONSULTANTS, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

11/11/2006 11:11:11 AM



Cathy Cox
Cathy Cox
Secretary of State



**CITY OF STOCKBRIDGE
OCCUPATIONAL TAX CERTIFICATE**

**FALCON DESIGN CONSULTANTS
235 CORPORATE CENTER DR
STOCKBRIDGE GA 30281**



**Certificate No.: 2146
Issue Date: 1/01/2016
Expiration Date: 12/31/2016
Location: 235 CORPORATE
CENTER DR**

This certifies that FALCON DESIGN CONSULTANTS has been duly licensed at the Occupational Tax Office of the City of Stockbridge, and is hereby entitled to practice the business of: ENGINEERING SVC-FLAT RATE .

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES

EXHIBIT 5

INSURANCE AND RISK MANAGEMENT FORMS



Certificates and Attachments

INSURANCE REQUIREMENTS

Within ten days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance in compliance with the applicable Worker's Compensation Act(s) of the State of Georgia wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven into the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Professional (Errors and Omissions) Insurance** - for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, Internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months after the completion of services.



Certificates and Attachments

6. Fidelity Bond (Employee Dishonesty) In the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The Insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) Insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.



Stockbridge
City Limits

23



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AF

DATE (MM/DD/YYYY)
09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Primo Insurance Agency, Inc. 1205 HWY 82 South Fayetteville, GA 30215 Karl N. Thomason		CONTACT Name: Annie French Phone: 770-471-8888 Fax: 770-471-9390 Email: annie.french@primofamilycompanies.com Address: Producer: Customer ID: FALCO-1	
INSURED Falcon Design Consultants LLC 235 Corporate Center Dr Ste200 Stockbridge, GA 30281		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance INSURER B: CNA INSURER C: Lexington Ins Co INSURER D: INSURER E: INSURER F:	
		TWC # 10677 42625	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY				
☒ COMMERCIAL GENERAL LIABILITY	ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE TOWNSHIP TO TOWNSHIP POLYMER (EACH OCCURRENCE) 1,000,000 100,000 10,000 1,000,000 3,000,000 3,000,000
☒ AUTOMOBILE LIABILITY	ENP0368542	01/06/2016	01/06/2017	COMBINED SINGLE LIMIT (EACH OCCURRENCE) 1,000,000 BODILY INJURY (PER PERSON) 1 BODILY INJURY (PER OCCURRENCE) 1 PROPERTY DAMAGE (PER OCCURRENCE) 1
☒ UNRELIABLE	ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE 1,000,000 AGGREGATE 1,000,000
☒ EXCESS LIABILITY	ENP0368542	01/06/2016	01/06/2017	1,000,000
☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5094905534	01/06/2016	01/06/2017	1,000,000 1,000,000 1,000,000
☒ PROFESSIONAL LIABILITY	031711020	03/19/2016	03/19/2017	2,000,000
☒ PROPERTY	ENP0368542	01/06/2016	01/06/2017	BPP 8,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITYSTO City of Stockbridge Finance Dept Attn: Procurement Specialist 4640 North Henry Blvd Stockbridge, GA 30281	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karl N. Thomason
---	--

ACORD 25 (2009/09)

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: AF

DATE (MM/DD/YYYY)

09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Prime Insurance Agency, Inc. 1205 HWY 92 South Fayetteville, GA 30215 Karl N. Thomason		CONTACT NAME: Annie French PHONE (A/C, No, Ext): 770-471-8888 FAX (A/C, No): 770-471-9390 E-MAIL: annie.french@primefamilycompanies.com PRODUCER CUSTOMER ID #: FALCO-1	
INSURED Falcon Design Consultants LLC 235 Corporate Center Dr Ste200 Stockbridge, GA 30281	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance		10677
	INSURER B: CNA		42625
	INSURER C: Lexington Ins Co		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ GENERAL LIABILITY			ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE	☒ OCCUR					MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$ 3,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	☒ AUTOMOBILE LIABILITY			ENP0368542	01/06/2016	01/06/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
☒ HIRED AUTOS				\$			\$	
☒ NON-OWNED AUTOS				\$			\$	
A	☒ UMBRELLA LIAB	☐ OCCUR		ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE	\$ 1,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	DEDUCTIBLE							\$
	☒ RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5094905534	01/06/2016	01/06/2017	☒ WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			031711020	03/19/2016	03/19/2017	Liability	2,000,000
A	Property			ENP0368542	01/06/2016	01/06/2017	BPP	8,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYSTO City of Stockbridge Finance Dept Attn: Procurement Specialist 4640 North Henry Blvd Stockbridge, GA 30281	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karl N. Thomason

EXHIBIT 6

PAYMENT & PERFORMANCE BONDS

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!
All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

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City Of Stockbridge
RFP For Professional Engineering Services

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

1.0 REQUEST FOR PROPOSAL (RFP) GUIDELINES

- 1.1 The City has determined that the use of competitive sealed bidding will be practical or advantageous in completing the acquisition of the services described herein. Competitive sealed proposals shall be submitted in response to this solicitation. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become property of the City and will not be returned. The City, in its sole discretion, may reject any and all proposals and/or issue subsequent requests for qualifications and proposals.

The City has established certain requirements with respect to submittal of proposals by Proposers. Whenever the terms "SHALL", "MUST", "WILL", or "IS REQUIRED" are used in this RFP, the specifications being referred to are considered as mandatory requirements of this RFP. Failure to meet any mandatory requirements will cause rejection of the proposal.

Whenever the terms "CAN", "MAY", or "SHOULD" are used in the RFP, the specification being referred to is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, it may cause a reduction in score during the evaluation process.

The award shall be made to the responsible Proposer, herein also referred to as the Contractor and/or Firm whose proposal is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. **The City of Stockbridge reserves the right to reject any and all proposals submitted in response to this request.**

2.0 PROPOSAL SUBMITTAL

The comprehensive and detailed proposal may not be longer than One Hundred (100) pages including but not limited to the requested information outlined below.

2.1 Qualifications Section

All Proposers must submit a qualifications section within their proposals. The qualifications section must include information in the following three (3) areas:

- General management ability
- Financial stability and strength
- Engineering experience, including municipal engineering.

2.2.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current projects. Each Proposer shall demonstrate the ability to perform all required tasks successfully, and

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

2.2 Overview of Services

The Proposer shall describe services proposed in this RFP. This overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

2.3 Required Certifications and Attachments

- E-Verify Form
- W9 Form
- Business License
- Non-Collusion Bidding Certificate – Attachment 2
- Non-Collusion Affidavit of Sub-Contractor – Attachment 3
- Certification regarding debarment, suspension, and other responsibility Matters Primary Covered Transactions – Attachment 4
- Ineligibility Certificate – Attachment 5
- Certification of Drug-Free Workplace – Attachment 6
- Conflict of Interest and Prohibition Against Contingent Fees Certification – Attachment 7
- Certificate of Insurance – Attachment 8
- Affidavit Verifying Status of City Public Benefit Application - Attachment 9
- Certification Regarding Lobbying – Attachment 10
- Proposal Submittal Letter – Attachment 11
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1)
- Subcontractor Affidavit under O.C.G.A. 13-10-91(b)(3)

2.4 Cost Proposal

The proposed prices shall be submitted using Attachment 1 in a separate sealed envelope and labeled as such.

3.0 PROPOSAL SUBMISSION

One (1) original and four (4) copies of the proposal submittal package shall be submitted in a sealed envelope using label provided in Attachment 14 and delivered to the City's Procurement Specialist's Office, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281 before Noon on September 26, 2016. Proposals received after the deadline will not be considered.

4.0 REQUESTED ADDITIONAL INFORMATION

- 4.1 Prior to contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, an adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar projects. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, the City reserves the right to request the Proposer for any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be so notified and will be permitted five (5) business days to submit the information requested.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

- 8.4 The City of Stockbridge reserves the right to reject any proposal which contains unauthorized additions, conditions, limitations, or provisions to the terms of the proposal, including such changes which result from interlineations, additions, or deletions made to the documents in the proposal package.
- 8.5 The City of Stockbridge reserves the right to contract with other engineering firms at the City's sole discretion.
- 8.6 The City reserves the right to select more than one firm as part of this contract.

9.0 PROPOSAL EVALUATION

- 9.1 The City will use its staff members as the review committee, to review and analyze the details of the qualified submitted proposals.
- 9.2 The City will objectively evaluate the proposals submitted to determine the best value for the City. A comprehensive set of criteria will be used to quantify the merits of each proposal package.

- 9.3 Proposal will be evaluated and scored based upon the following categories:

A.	Technical Requirements	
a.	Experience	20 points
b.	Qualifications	15 points
c.	Experience of Assigned Personnel	15 points
d.	Proposal Content	5 points
e.	<u>Financial Stability</u>	<u>5 points</u>
	Subtotal	60 points
C.	Oral Presentation	20 points
B.	<u>Price</u>	<u>20 points</u>
	TOTAL	100 points

10.0. ORAL PRESENTATION

- 10.1 Short-listed Contractors will be required to give an oral presentation to the evaluation staff to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. The dates for the presentation are to be determined.

11.0. AWARD OF CONTRACT

- 11.1 The Term of the new Professional Engineering Services Contract (hereinafter referred to as the "Contract") will be a period of three (3) years, with a one (1) year renewal option. The contract is terminable at the conclusion of each fiscal year or upon sixty (60) days written notice to terminate the contract by the City Manager. The City reserves the right to evaluate the Contractor annually to ensure all expectations are being met. If the Firm is not meeting City's expectations the contract can be terminated.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

12.0. CONTRACT NEGOTIATIONS

12.1 City Staff may negotiate with the top-ranked Proposer as authorized by the City Council, for the purpose of finalizing the Contract. If negotiations with the top-ranked Proposer are not successful, the City staff may then initiate negotiations with the second-ranked Proposer, and so on. The City reserves the right to negotiate specific work elements with a Proposer into the Contract.

12.2 Failure to execute contract within ten (30) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award. At the discretion of the City of Stockbridge, the award may then be made to the next lowest responsible and responsive proposer, or project may be re-advertised.

13.0. INSURANCE, PROOF OF COVERAGE

13.1 The Proposer shall be required to furnish the City of Stockbridge with satisfactory proof of insurance coverage consistent with the policies and requirements of O.C.G.A. §50-21-37 and as specified in the contract agreement. The insurance requirements are shown in Attachment 8 of this document.

14.0 TIME

14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.

15.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

15.3 Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

16.0 ADDENDA AND INTERPRETATION

- 16.1 No interpretation of the meaning of the contract documents will be made orally to any Proposer. Any request for such interpretation should be in writing, via email, to the Procurement Specialist no later than September 7, 2016 by 10:00AM. Clarifications and questions will be answered in an addendum and posted to the City of Stockbridge website.
- 16.2 The City reserves the right to amend or clarify this RFP by addenda. Addenda will be posted to the City's Website. It is solely the Proposer's responsibility for checking the City's Website on a regular basis for Addenda and/or any updates. The City's Website may contain important information that may directly impact your proposal. Failure to account for addenda and updates may result in the rejection of your proposal as non-responsive.
- 16.3 Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be posted to the City's Website announcing the revised date.
- 16.4 Addenda will be posted to the City's Website. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

17. PUBLIC RECORDS DISCLOSURE:

- 17.1 All RFP's submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

1.0 PROJECT SCOPE

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested
- Advise City Manager when requested
- Advise City Attorney when requested
- Prepare Special Studies when requested
- Prepare plans, specifications and other bid documents for City-initiated building projects
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested
- Provide Program Management Services on Capital Improvement Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects
- Prepare Plans, specifications and other bid documents for City initiated projects
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database
- Evaluate condition of existing facilities when requested
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated road projects
- Analyze intersection operations
- Review system additions proposed by new developments
- Assist with GDOT permitting, surveys and other regulatory efforts
- Assist with DRI process when requested
- Traffic Studies
- Maintain and update Standard Road System Specifications and Details
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering
- Evaluate treatment capacity needs
- Evaluate inflow/infiltration data when requested
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated sewer projects.
- Analyze system for flow conditions
- Review system extensions proposed by new developments
- Review for proper quality and location of sewer lift stations, if required

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

- Periodically review available State and Federal loan and grant programs with City staff.
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City
- Provide accurate plats and records of all public works, lands and property owned by City, upon request
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

City Of Stockbridge
RFP For Professional Engineering Services

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

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14.0 TIME

- 14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

- 15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.
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City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
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- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!

All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

**City Of Stockbridge
RFP For Professional Engineering Services**

Invitation to Propose and Schedule of Events

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City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

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RFP For Professional Engineering Services**

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RFP For Professional Engineering Services**

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**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

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The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal**

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour



CITY OF STOCKBRIDGE FINANCE DEPARTMENT

4640 North Henry Boulevard
Stockbridge, Georgia 30281
(770) 770-389-7900
Email to: driley@cityofstockbridge-ga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department.

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive and thus not considered.

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

ATTACHMENT 5

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and it is also whose address is _____,
certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are
listed on the list of Ineligible Contractors maintained by the Comptroller General of the United
States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 7

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and, it is also whose address is _____,
certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict
of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

completion of services.

6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.

ATTACHMENT 10

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

ATTACHMENT 12

CONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Stockbridge and has registered with, is authorized to use, and uses, the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

My Commission Expires: _____
NOTARY PUBLIC

ATTACHMENT 14

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP # 201608-05

DATE: September 26, 2016

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION FOR APPROVAL OF ENGINEERING SERVICES
WITH SCADA SYSTEM IMPROVEMENTS**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the contract for Request for Proposal (RFP) Number: 18RFP021918-CSI, Engineering Services, for Scada System Improvements, which was approved by Council, January 31, 2017;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The Council hereby approves the contract pursuant to Request for Proposal (RFP) Number: 18RFP021918-CSI, Engineering Services, for Scada System Improvements to continue the fifteen (15) ongoing projects currently with Carter & Slope. The supporting documents are attached.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

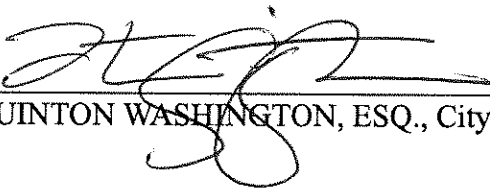
SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, ESQ., City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: PER TASK ORDER

FROM ACCOUNT:

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NO. 18RFP021918-CSI, ENGINEERING SERVICES, SCADA SYSTEM IMPROVEMENTS- CARTER & SLOOPE, INC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements was approved by Council January 31, 2017, to Carter & Sloope, Inc.

The initial contract term is for one (1) year, with three (3), one (1) year renewal options and the scope of services are approved per task order. The contract expires December 31, 2021.

Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements was awarded by Council January 31, 2017, to Carter & Sloope, Inc.

The initial contract term is for one (1) year, with three (3), one (1) year renewal options and the scope of services are approved per task order. There are no renewals remaining.

All contract renewal notifications were performed as of May, 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

The Public Works Department is requesting approval to continue utilizing Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements contract with Carter and Sloope because the City currently has fifteen (15) ongoing projects in various stages with Carter and Sloope.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

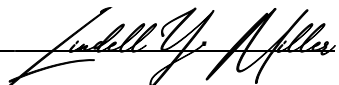
Exhibit 1 – Current list of uncompleted Projects

Exhibit 2 – Contract Agreement

Fiscal Impact: Funds will be provided from account numbers Water 505-44200-521230 (Engineering Fees), Sewer 505-43300- 521230 (Engineering Fees), Stormwater 510-42500-521230 (Engineering Fees), Public Works 100-42200-521230 (Engineering Fees), and 100-15650-521230 (Engineering Fees).

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

Stockbridge Projects List
8/17/2021

C&S Project #	Project Name	Phase	Start Date	Completion Date
S9100.013	WWTP Improvements and Glynn Addy Pump Station Rehabilitation	Construction	1/7/2019	12/1/2021
S9100.034	May's Crossing Lift Station and Force Main Rehabilitation	Bidding	9/25/2021	4/23/2022
S9100.035	Burke Street Sanitary Sewer Rehab	Bidding	10/9/2021	4/7/2022
S9100.036	Utility Relocation for SR 138 & SR 42	Design	Pending GDOT Schedule	
S9100.042	Pole Barn at WWTP	Planning	Pending Approval by City	
S9100.043	Water Service Line Replacements	Design	1/6/2022	7/5/2022
S9100.044	2021 Water System Improvements	Design	2/5/2022	8/4/2022
S9100.046	Lift Station Rehabilitation (Walter Way, Memorial Park, Pine View)	Design	3/22/2022	11/17/2022
S9100.047	2021 WWTP Improvements	Planning / Preliminary Eng.	Schedule Pending Design	
S9100.048	Northbridge Sanitary Sewer Rehab	Design	6/25/2022	7/20/2023



Carter & Sloope
CONSULTING ENGINEERS

1031 Stonebridge Parkway P.O. Box 534
Watkinsville, Georgia 30677
Tel: (706) 769-4119 Fax: (706) 769-4546

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services ("Agreement") dated this 31st day of January, 2017, sets forth the terms and conditions under which the **CITY OF STOCKBRIDGE** (the "Owner") may from time to time engage and pay for the services of **CARTER & SLOOPE, INC.** (the "Engineer"), as provided herein. This Agreement shall be effective on the date above if signed by the Owner's authorized representative.

~~Under this Agreement, the Owner and the Engineer intend to execute one or more Task Releases~~ establishing a specific project, scope of work, services, deliverables or work product, time for performance, compensation and other terms and conditions as provided in each Task Release. The terms and conditions of this Agreement shall apply to each Task Release issued pursuant hereto. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of a Task Release, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the Task Release.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the Owner and the Engineer agree as follows:

SECTION 1 REPRESENTATIONS AND WARRANTIES

1.1 Owner's Reliance. In order to induce the Owner to execute this Agreement and any Task Release hereunder, and recognizing that the Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Agreement, any Task Release or implied by law, the Engineer, by executing this Agreement, makes the following express representations and warranties to the Owner:

1.2 Qualifications. The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner and is licensed to practice engineering by all entities or bodies having jurisdiction in the state of Georgia. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the full term of this Agreement or until final completion of any and all Work under any Task Release, whichever is later.

1.3 Project Familiarity. The Engineer represents and warrants that, prior to its signing of any Task Release, it will become familiar with the project site and the local conditions under which the Work identified in the Task Release is to be performed.

1.4 Scope and Compliance. The Engineer represents and warrants that it shall prepare all documents and things required by this Agreement or any Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for the purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations.

1.5 Representations And Warranties Non-Exclusive. Nothing contained in Section 1 shall in any manner whatsoever supersede, limit or restrict any other representation or warranty set forth elsewhere in this Agreement or in any Task Release.

SECTION 2

DOCUMENTS INCORPORATED BY REFERENCE

2.1 Incorporated Documents. This Agreement includes, and incorporates by reference, the following documents: (i) the Engineer's hourly rates and reimbursable expenses schedule for all services to be performed pursuant to any Task Release (other than for a lump sum Contract Price) issued under this Agreement as set forth in Exhibit "A," and, (ii) the Engineer's insurance coverages as set forth in Exhibit "B." Additionally, the following contract documents are included in this agreement.

- 1) This Agreement;
- 2) The RFP, its Addenda and the Engineer's responses to the RFP;
- 3) Exhibit 1: General Conditions;
- 4) Exhibit 2: Scope of Work from the RFP;
- 5) Exhibit 3: Compensation;
- 6) Exhibit 4: Purchasing Forms; and
- 7) Exhibit 5: Insurance and Risk Management Form.

All of the foregoing documents are hereinafter referred to as the "Contract Documents." If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) this Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of the Engineer's proposal that were accepted by the City and made a part of the Contract Documents.

SECTION 3

THE WORK

3.1 Scope. The scope of work (the "Work") to be performed by the Engineer under this Agreement is generally outlined in the scope of work from the RFP but shall be specified in each Task Release issued as separate documents. The specific Work shall be based on the Owner-Supplied Information, if any, as set forth in the Task Release.

3.2 Compliance With Agreement and Task Release. The Work shall include all engineering services for the project in strict conformity with all requirements of this Agreement and the Task Release.

3.3 Insurance. The Work shall include the furnishing of insurance required by this Agreement.

3.4 Labor and Supervision. The Work shall include the provision or furnishing of all labor and supervision required to prosecute and complete the Work.

SECTION 4

TERM OF THIS AGREEMENT AND CONTRACT TIME

4.1 Term. This Agreement shall comply with O.C.G.A. § 36-60-13. Accordingly, the initial term of this Agreement shall commence on the date of this Agreement and shall terminate absolutely and without further obligation on the part of the Owner on the earlier of (a) the termination of this Agreement in accordance with the provisions of Section 7 or (b) on the last calendar day in the year in which this Agreement is fully executed; provided however, this Agreement shall automatically renew for up to three (3) additional terms, each a "Renewal Term," subject to the provisions of Section 7. The first Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. The second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. The third Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the date which is thirty-six (36) months from the date this agreement is entered fully executed.

4.2 Contract Time. The number of calendar days from the commencement date of the Engineer's Work under a Task Release through the date set for completion of the Engineer's Work under a Task Release shall constitute the "Contract Time" for such Task Release.

4.3 Commencement. The Engineer agrees to start performance of the Work under a Task Release promptly after the Owner signs the Task Release or as otherwise provided in the Task Release.

4.4 Time is of the Essence. All dates and limitations of time set forth in this Agreement, or in any Task Release, are of the essence.

SECTION 5

CONTRACT PRICE AND PAYMENTS

5.1 Contract Price. The Engineer agrees to perform the Work under each Task Release for the Contract Price agreed to and set forth in the Task Release.

5.2 Progress Payments. On or before the fifth (5th) day of each month after commencement of the Work under a Task Release, the Engineer may submit a separate progress invoice ("Progress Invoice") for each Task Release to the Owner's Representative on such form as the Owner may require, for the period ending the last day of the previous month. The Owner shall not review,

process, or consider for payment any invoice or billing unless such Progress Invoice is on such form as the Owner may require. Each Progress Invoice shall be in such form and manner, and with such supporting data and content, as the Owner may require. In each Progress Invoice the Engineer may request payment for that part of the Contract Price representing all Work actually performed and due in accordance with the requirements of this Agreement and the Task Release.

5.2.1 Owner Review. The Owner shall review the Progress Invoice and may also review the Work performed under each Task Release to determine whether the quantity and quality of the Work is as represented in the Progress Invoice and is as required by this Agreement and the Task Release. The Owner shall determine and approve the amount, in the opinion of the Owner, properly owing to the Engineer.

5.2.2 Payment. The Owner shall make partial payments on account of the Contract Price for each Task Release to the Engineer within thirty (30) days following receipt and approval of the Engineer's fully completed Progress Invoice and all supporting documentation. The amount of each partial payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3 Final Payment. When all of the Work under a Task Release is finally complete, the Engineer shall notify the Owner in writing and submit an invoice for final payment ("Final Invoice").

5.3.1 Final Inspection. Upon receipt of written notice from the Engineer that the Work under a Task Release is finally complete and receipt of the Final Invoice, the Owner shall make final inspection of the Work. If the Work is complete in full accordance with this Agreement and the Task Release, and all conditions precedent to payment contained in Subsection 5.3. or elsewhere in this Agreement or the Task Release are satisfied, the Owner shall approve final payment to the Engineer and the Engineer shall be entitled to the remainder of the unpaid Contract Price, less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3.2 Time of Final Payment. The Owner shall make final payment of all sums due the Engineer within thirty (30) days after the requirements of Subsections 5.3.1 are satisfied.

5.4 Engineer's Affirmative Representations. Each Progress Invoice and the Final Invoice shall be signed by the Engineer and shall constitute the Engineer's affirmative representation of the following: (i) the Work under the Task Release has progressed to the level for which payment is requested; (ii) the Work under the Task Release has been properly performed in full accordance with this Agreement and the Task Release; (iii) the Engineer knows of no reason why payment should not be made as requested.

5.5 Hourly Rates and Reimbursable Expenses. The Owner shall compensate the Engineer for completion of the Work under the Task Release for an hourly rate or reimbursable expenses Contract Price based on Exhibit "A" hereto.

SECTION 6

ENGINEERING AND DESIGN RESPONSIBILITIES

6.1 Engineering and Design Services. The Engineer shall be fully and completely responsible for all of the Work under each Task Release. The Engineer shall furnish all engineers, designers, drafters, and other personnel necessary to complete the Work under each Task Release. The Engineer shall perform all engineering and design services described in, contemplated by, inferable from, or necessary or desirable to perform the Work under each Task Release including, if applicable under a Task Release, the development and generation of all Design Documents necessary for a specific project to be properly constructed by the Owner or the Owner's other contractor(s) and used, operated and maintained by the Owner in accordance with all applicable laws, guidelines, requirements and standards. The Engineer shall perform all engineering and design services required by any Task Release including all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services.

6.1.1 Quality. The Engineer shall be responsible for the professional quality, completeness, accuracy, and coordination of the Work under each Task Release. All Work performed by the Engineer under a Task Release shall meet all environmental, utility and other regulatory requirements.

6.1.2 Applicable Standards and Codes. In providing engineering and design services under any Task Release, the Engineer shall comply with the lawful requirements of all federal, state, and local authorities having jurisdiction over the Owner, the Engineer, the project and the project site. The Work performed by the Engineer under a Task Release shall meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the project including, but not limited to, environmental standards, utility standards, fire and safety regulations and requirements and compliance with all other applicable standards and codes.

6.2 Georgia Licensed Professional. The Engineer warrants that the all engineering and design services performed under this Agreement and each Task Release shall be supervised by a design professional duly licensed and registered to provide professional engineering services in the state of Georgia. The Engineer warrants that all engineering and design services under this Agreement and each Task Release shall be performed under a sound quality assurance and control program.

6.3 Design Documents. "Design Documents" means all the design documents developed or generated by or on behalf of the Engineer under this Agreement and each Task Release including, but not limited to, those for use in constructing any project by the Owner or the

Owner's other contractor(s). Design Documents also include detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of the Engineer.

6.4 Owner-Supplied Information. For a Task Release, the Owner may provide the Engineer with the Owner's project criteria, design parameters, budget and any other project or design-related information for the Engineer's use in performing the Work under the Task Release, which is collectively referred to in this Agreement and each Task Release as "Owner-Supplied Information." The Engineer shall carefully review, study, examine, and analyze such Owner-Supplied Information and promptly advise the Owner if such Owner-Supplied Information is insufficient, inadequate, incomplete, defective or deficient, and, if so advised, the Owner and the Engineer shall work together to cure, correct and remedy any such insufficiency, inadequacy, incompleteness, defectiveness or deficiency.

6.5 Owner's Review of The Work. The Engineer shall furnish and provide all Work identified in a Task Release to the Owner for periodic review or approval as required by the Owner.

6.5.1 Periodic Reviews. The Engineer shall enable and assist the Owner to conduct periodic reviews of the Engineer's Work and Work Product under each Task Release. The number and frequency of the Owner's periodic reviews shall be established in each Task Release. The Owner, in its sole discretion, shall have the right to require more and additional periodic design reviews upon notice to the Engineer.

6.5.2 Revisions. The Owner may direct the Engineer to revise any of the Work performed under any Task Release in order to conform to the Owner's objectives or other requirements. Any such revisions directed by the Owner shall not relieve the Engineer of its obligations unless, and only to the extent that, the Engineer promptly notifies the Owner in writing of any adverse impact on schedules, budgets, operational costs, operational performance, quality, safety, satisfaction of regulatory requirements, or other adverse impact that may result from such revisions.

6.6 Inspections and Testing by the Engineer. All inspection and testing specified in the Task Release, or required by any law or code, shall be performed by the Engineer as part of the Work under each Task Release.

6.7 Engineering Standard of Care. The Engineer warrants that it shall perform the Work and professional services to be performed pursuant to the terms of this Agreement and each Task Release in accordance with all applicable laws and codes. Engineer will exercise such degree of care, learning, skill, diligence and ability as is ordinarily possessed, exercised and employed by professional engineers who practice in the southeastern United States under similar conditions and like circumstances, and the Engineer shall perform such duties without neglect, and shall not be liable for the performance of professional services except for failure to exercise such appropriate degree of care, learning, skill, diligence and ability.

6.8 Ownership of Work Product. The reports, recommendations, specifications, drawings, technical data, sketches and all other information developed by the Engineer or its subconsultants in connection with its performance under this Agreement or any Task Release (the "Work Product") shall be the property of the Owner. In entering into this Agreement and any Task Release, the Engineer transfers to the Owner all right, title, and interest, including the copyright, in and to the Work Product. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer. All original technical data, evaluations, reports and other work product of the Engineer shall be delivered to Owner as a condition precedent to payment of the Final Invoice. The Engineer may retain one (1) copy of all Work Product for its permanent file.

6.9 Works for Hire. All Work Product originally prepared by the Engineer, and any of the architectural or engineering works represented thereon are "works made for hire" for the Owner under the Copyright Act of 1976, as amended. Upon creation, the Owner shall acquire all rights, title and interest in the Work Product and the architectural or engineering works represented thereon whether delivered to the Owner or not, but the Owner shall have no rights in the Engineer's proprietary software programs or proprietary data bases. The Engineer shall maintain all right, title and interest in its proprietary software programs and its databases. The Engineer hereby assigns, and will cause each of its subconsultants to assign, to the Owner all right, title and interest in any Work Product and the copyright therein. The Owner may reuse the Work Product at its discretion and risk on projects other than the project for which the Work Product was generated, but the Engineer makes no warranties of any kind with respect to such reuse on other projects.

SECTION 7 SUSPENSION AND TERMINATION

7.1 Suspension and Reinstatement. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Work under any Task Release without invalidating the provisions of this Agreement or any Task Release. Suspension or reinstatement of the Work under any Task Release will be by written notice to the Engineer from the Owner. Suspension of Work under any Task Release shall not automatically entitle the Engineer to an increase in the Contract Price or a change in the Contract Time; however, the Engineer will be reimbursed for actual and unavoidable direct costs incurred by the Engineer as a result of such suspension and the Contract Time will be extended as required to compensate for any actual delay to the Work if, and only to the extent that, such delay is caused by such suspension.

7.2 Termination by Owner for Convenience. The Owner may, without cause or for any reason whatsoever, terminate this Agreement, or terminate the performance of the Work under any Task Release, for convenience. The Owner shall give written notice of such termination to the Engineer specifying the scope of such termination and date that termination becomes effective. Unless otherwise directed in writing by the Owner, the Engineer shall incur no further obligations in connection with the Work under any Task Release that is terminated, and the Engineer shall stop Work under any Task Release when such termination becomes effective. The Owner may direct the Engineer to assign the Engineer's right, title and interest to orders or subcontracts to the Owner or

the Owner's designee; otherwise, the Engineer shall terminate outstanding orders and subcontracts and settle or otherwise resolve the liabilities and claims arising out of the termination of orders and subcontracts. The Engineer shall transfer title and deliver to the Owner all such completed or partially completed Work, including Work Product. The Engineer shall perform and engage in a formal checkout process with the Owner's Representative at the office of the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release that is terminated. The Engineer shall return to the Owner all of the Owner's property. When terminated for convenience, the Engineer shall submit a claim for termination payment to the Owner, as provided in Section 7.3, specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner.

7.3 Termination Payment. When terminated for convenience, if the Engineer submits to the Owner a timely, written claim for termination, and upon satisfaction of all conditions and requirements of the Engineer contained in Subsection 5 (unless such condition or requirement cannot reasonably be attained at that stage of the Work) the Owner shall pay the Engineer the following amount as the total and complete balance of the Contract Price: contract prices for labor, materials, equipment and other services expended or incurred by the Engineer through the date of termination, provided, however, that no indirect costs or consequential damages shall be owed, due, or payable to the Engineer. Any amounts payable under this Section 7.3 shall not include amounts already paid in accordance with other provisions hereof.

7.4 Termination by Owner For Cause. If the Engineer refuses or fails to prosecute the Work under any Task Release in a timely manner, supply enough properly skilled workers or supervisory personnel, or if the Engineer fails to make prompt payment to subconsultants or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise violates this Agreement, then the Owner may by written notice to the Engineer, without prejudice to any other right or remedy, declare the Engineer in default and terminate this Agreement, or terminate the Work of the Engineer under any Task Release, for cause, specifying the date that termination becomes effective. In such event, the Owner may take possession of the Work under any Task Release, and of all Work Product related thereto, and may finish the Work under any terminated Task Release by whatever methods the Owner may deem expedient. The Owner may also exercise all rights, options and privileges of the Engineer under the Engineer's subcontracts and purchase orders pertaining to the Work under any Task Release, and the Engineer expressly covenants and agrees that it will promptly assign its rights thereunder to the Owner to the extent requested by the Owner. The Engineer shall perform and engage in a formal checkout process with the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release. The Engineer shall return to the Owner all of the Owner's property. In the event of a termination for cause, the Engineer shall not be entitled to receive any further payment until all of the Work under any terminated Task Release is finished. If the unpaid balance of the Contract Price for such terminated Task Release exceeds the cost of finishing the Work under the Task Release, such excess shall be paid to the Engineer. If such cost of finishing the Work under the Task Release exceeds the unpaid balance, the Engineer shall pay the difference to the Owner. In the event this Agreement or the Work of the Engineer under any Task Release is terminated by the Owner for cause pursuant to this Section 7.4 and it is subsequently

determined by a court or arbitrator(s) of competent jurisdiction that such termination was without proper cause, erroneous, or wrongful, such termination must and shall be deemed a termination for convenience under Section 7.2 and the provisions of Section 7.3 shall apply as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any.

7.5 Termination by the Engineer. If the Owner fails to make payment of undisputed amounts due the Engineer within ninety (90) days of receipt of an acceptable invoice or otherwise fails to perform, the Engineer may give written notice of the Engineer's intention to terminate this Agreement, or any Task Release, setting forth the reasons for such termination. If the Owner fails to cure or submit a plan for cure within thirty (30) days after receipt of such notice by the Owner, the Engineer may give a second written notice, and seven (7) days after receipt of such second written notice by the Owner, the Engineer may terminate this Agreement or any Task Release. If so terminated, and provided that the Owner is determined to have breached this Agreement or any Task Release, as specified in Engineer's notice of termination, the Owner shall pay the Engineer, as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any: (i) for all Work under any terminated Task Release completed satisfactorily to the date of termination; (ii) proven direct loss sustained; and, (iii) reasonable costs of settlement(s) with subconsultants.

7.6 Survival. The Owner and the Engineer acknowledge and agree that the Owner's termination of this Agreement or the Work of the Engineer under any Task Release shall not limit, reduce, preclude or otherwise affect either the Owner's or the Engineer's right to enforce the provisions of this Agreement or any terminated Task Release, subject only to the time limitation at law or other limitations, conditions or requirements provided in this Agreement or any terminated Task Release, either (i) as to acts, omissions or breaches occurring before the effective date of such termination or (ii) as to the requirements, payments, procedures and measure of damages provided in this Section 7

SECTION 8

ENGINEER AND SUBCONSULTANT INSURANCE REQUIREMENTS;

INDEMNIFICATION

8.1 General. The Engineer and all subconsultants shall maintain in full force and effect the insurance coverages and amounts set forth in Exhibit "B," and such insurance coverages and limits shall be and remain in full force and effect for the period of time for such insurance as specified in Exhibit "B."

8.2 Certificates of Insurance. Upon signing this Agreement, the Engineer must provide a certificate of insurance from the Engineer's insurer providing evidence that the insurance coverages and amounts specified in Exhibit "B," have been obtained from insurance companies reasonably acceptable to the Owner.

8.3 Limit of Liability. Except as provided in Section 8.4 below, to the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project. A copy of the Engineer's Certificate of Liability Insurance is attached as Exhibit A.

8.4 Indemnification. Except with respect to professional services provided in accordance with the standard of care set forth in Section 6.7, Engineer hereby agrees to indemnify and hold harmless the Owner its Mayor and Council, officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Engineer, its agents, employees or others working at the direction of Engineer or on its behalf, or due to any breach of this Agreement by the Engineer or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon the successors and assigns of Engineer. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Engineer.

Engineer obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Engineer further agrees to indemnify and hold harmless the Indemnified Persons from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Engineer. These indemnities shall not be limited by reason of the listing of any insurance coverage.

SECTION 9

COMMUNICATIONS

9.1 To Engineer. Any communications to the Engineer shall be directed to:

Carter & Sloope, Inc.
1031 Stonebridge Pkwy.
Watkinsville, GA 30677

Attention: Martin C. Boyd, P.E.
Phone: 706-769-4119
Fax: 706-769-4546
mboyd@cartersloope.com

9.2 To Owner. Any communications to the Owner shall be directed to:

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Attention: City Manager

Phone: 770-389-7904

9.3 Method. Written notices required by this Agreement shall be sent to the mailing addresses and personnel identified in this Section 9 by certified mail, return receipt requested. Nothing contained in this Section 9 shall be construed to restrict routine communications between representatives of the Engineer and the Owner by any reasonable means including U.S. Mail, facsimile, overnight delivery or electronically.

SECTION 10
SUCCESSORS AND ASSIGNS

10.1 Parties Bound. The Owner and the Engineer each binds itself to the other party to this Agreement and each Task Release hereunder.

10.2 Assignment. The Owner herein reserves the right, without the consent of the Engineer, to assign this Agreement or any Task Release, or any of the rights arising thereunder, in whole or in part. The Engineer, however, shall not assign this Agreement or any Task Release, or any of the rights arising thereunder, or any of the Engineer's rights, or delegate any of its duties (except as to subconsultants working under the Engineer's direct supervision and control), without the prior written consent of the Owner.

SECTION 11
NO THIRD-PARTY BENEFICIARIES

11.1 No Third-Party Rights. This Agreement and each Task Release is made for the benefit of the parties hereto and confers no third-party beneficiary rights on any third party including, but not limited to, any subconsultant, materialman, supplier or vendor.

SECTION 12.
ENTIRE AGREEMENT

12.1 No Oral Statements. It is understood and agreed that the written terms and conditions of this Agreement, or of any Task Release issued hereunder, shall supersede all oral statements or oral representations made by any party to this Agreement that relate to the subject matter of this Agreement or of any Task Release issued hereunder, and that no oral statement or oral representation shall be effective or be construed as being part of this Agreement or of any Task Release issued hereunder.

SECTION 13
OWNER'S AUDIT RIGHTS

13.1 Audit and Retention. All documents relating in any manner whatsoever to the Work performed pursuant to this Agreement or any Task Release, or any portion thereof, which are in possession of the Engineer, or any sub-consultant, shall be made available to the Owner and its designated representatives for audit, inspection, and copying upon written request by the Owner. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, invoices, receipts, charges, checks and other writings or Work Product, or any of the billings and invoices submitted by the Engineer to the Owner. The Engineer, and its subconsultants, shall maintain and protect these documents for no less than six (6) years after completion of the Work under this Agreement or any Task Release, or for such longer period of time as may be required by law or good engineering practice, and shall make such documents available to the Owner and its designated representatives for such period of time. In the event any audit of said documents reflects that the Owner was charged for any sum in excess of the amount due under this Agreement or any Task Release, the Contract Price will be adjusted, or the Engineer shall promptly reimburse the Owner for said excessive charges, or both.

SECTION 14
INDEPENDENT CONTRACTOR

15.1 Independent Contractor. The Engineer shall be an independent contractor to the Owner. The Owner and the Engineer agree that in the performance of the Work under this Agreement or any Task Release, the Engineer shall not perform any act or make any representation that the Engineer is the agent of the Owner without the express and written authority of the Owner.

15.2 No Other Relationship. Nothing contained in this Agreement or any Task Release shall create, or be interpreted to create, any partnership, joint enterprise or joint venture between the Owner and the Engineer.

SECTION 15

GOVERNING LAW

16.1 State of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

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EXHIBIT "A"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Hourly Rates and Reimbursable Expenses Schedule

Principal/Branch Manager (P.E.)	\$165.00/Hour
Senior Professional Engineer (P.E.)	\$160.00/Hour
Project Manager	\$140.00/Hour
Project Engineer II	\$130.00/Hour
Project Engineer I	\$105.00/Hour
CADD Technician	\$70.00/Hour
Draftsman	\$55.00/Hour
Clerical I	\$55.00/Hour
Clerical II	\$65.00/Hour
Survey Crew	\$200.00/Hour
Subcontract Consultants	Actual Cost X 1.15

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for permitting, printing, shipping, and blueprinting will be billed for reimbursement at our direct costs.

EXHIBIT "B"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Engineer's Insurance Coverages
(See Section 8 of this Agreement)

Type of Insurance

Coverage Limits

Workers' Compensation
Employer's Liability

(Statutory)
\$1,000,000.00 per occurrence

Comprehensive General Liability
Including Contractual Liability,
Bodily Injury and Property Damage
Owner is named as additional insured

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

Comprehensive Auto Liability,
Including hired and non owned
Owner is named as additional insured

\$1,000,000.00 per occurrence

Umbrella Liability Insurance
Covering Comprehensive General Liability and
Comprehensive Auto Liability
Owner is named as additional insured

\$5,000,000.00 annual aggregate

Professional Liability insurance

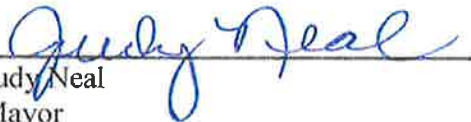
\$1,000,000.00 per claim
\$2,000,000.00 annual aggregate

All insurance shall be maintained in full force for two (2) years after completion of all services under, or the termination of, this Agreement or any Task Release.

END

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of the parties.

CITY OF STOCKBRIDGE
(Owner)



Judy Neal
Mayor

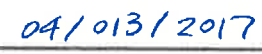


Date

CARTER & SLOOPE, INC.
(Engineer)

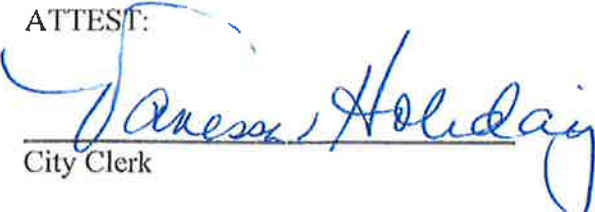


Martin C. Boyd, PE
Senior Engineer



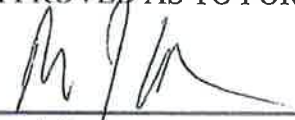
Date

ATTEST:



James Holiday
City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"
to
**MASTER AGREEMENT
FOR
ENGINEERING SERVICES**

Hourly Rates and Reimbursable Expenses Schedule

Revised 04/19/2017

Carter & Sloop, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal Professional Engineer	\$ 165/hour
2. Senior Professional Engineer	\$ 140/hour
3. Professional Engineer	\$ 110/hour
4. Staff Engineer	\$ 90/hour
5. Registered Land Surveyor	\$ 100/hour
6. Survey Supervisor	\$ 130/hour
7. 2-Person Survey Team	\$ 170/hour
8. 3-Person Survey Team	\$ 200/hour
9. Office Survey Technician	\$ 70/hour
10. Professional Planner	\$ 160/hour
11. Senior Mapping Technician	\$ 95/hour
12. Design Technician	\$ 70/hour
13. CAD Drafter	\$ 55/hour
14. Information System Professional	\$ 115/hour
15. Computer Programmer	\$ 100/hour
16. Information System Technician	\$ 75/hour
17. Administrative Assistant	\$ 55/hour
18. Administrator	\$ 65/hour

Other Services / Fees	Hourly Billing Rate
1. Administrative Assistant II	\$ 65/hour
2. Director	\$ 170/hour
3. Senior Project Manager	\$ 150/hour
4. Project Manager	\$ 130/hour
5. Project Engineer III	\$ 130/hour
6. Project Manager	\$ 120/hour
7. Wetlands Technician	\$ 130/hour
8. Resident Construction Observer II	\$ 90/hour
9. Resident Construction Observer I	\$ 65/hour

Below are the hourly fee rate tables for our sub-consultants, which will be marked up 1.15 times their hourly rates listed below:

EDEC, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Project Manager	\$ 110/hour
2. Senior Electrical / I&C Engineer (PE)	\$ 100/hour
3. Electrical / I&C Engineer	\$ 90/hour
4. Junior Electrical / I&C Engineer	\$ 80/hour
5. Electrical / I&C Designer	\$ 70/hour
6. Electrical / I&C Drafter	\$ 55/hour

American Consulting, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal	\$ 329/hour
2. Senior Engineer	\$ 223/hour
3. Engineer	\$ 139/hour
4. Engineer Intern	\$ 115/hour
5. Planner	\$ 101/hour
6. Landscape Architect	\$ 124/hour
7. Designer	\$ 102/hour
8. Senior Environmental Specialist	\$ 187/hour
9. Environmental Specialist	\$ 147/hour
10. Graphics Designer	\$ 114/hour
11. Administration	\$ 119/hour
12. Student Intern	\$ 48/hour

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for permitting, printing, shipping, and blueprinting will be billed for reimbursement at our direct costs.



ACTION MINUTES **COUNCIL MEETING**

MONDAY, DECEMBER 9, 2019 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Councilman Elton Alexander
Mayor Pro Tem John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Camilla Moore, Community Dev. Dir
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

- I. Call to Order – Mayor Ford**
- II. Invocation – Ms. Susan Edwards**
- III. Pledge of Allegiance**
- IV. Roll Call – All members were in attendance except Councilwoman Gantt**
- V. Moment of Silence for recent teenage tragedy**
- VI. Motion to amend the Agenda to remove Item #4: Mr. Knighton stated this action will not delay the construction, and there are no concerns, and plans to bring the item back to the Council soon. Motion to approve Blount/Thomas – Passed 4-0.**
- VII. Adoption of the Minutes for the following meeting:**
 - 1. 10/29/2019 2. 11/7/2019**
Motion to approve Robinson/Blount – Passed 4-0.

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session

Ms. Darlene Jackson expressed her concerns regarding logistics and parking for the Amphitheater, noting increased traffic, driving through neighborhoods, illegal parking, trash, and the need to hire extra police.

Ms. Moore, the City's Community Development Director referenced an internal street that was going to be constructed, additional street widening and noted the current speed bumps in the adjacent neighborhood and invited Ms. Jackson to come in a review the traffic study.

Ms. Jackson noted her skepticism; and asked when the parking on the streets, specifically both sides of the street was going to be addressed by the Council.

Ms. Moore noted the item would be discussed later in the meeting.

Mr. Roger Custin noted he is a City homeowner and business owner; referenced the City-adopted RSVP plan over a year ago that was conducted by professionals with input from hundreds of citizens and asked that the plan be put into place, noting the old fire station is owned by the City, in the heart of the City, is vacant and being used for storage; noted the RSVP called for the building to be "The Station"; and questioned why the decisions of the officials are better than those recommended by citizens and professionals; stated the downtown area remains blighted and asked the City to bring the Station to light and asked the Councilmembers to clarify their position on the RSVP plan.

Mr. Robert Kolpak thanked Councilwoman Robinson for her service; referenced a picture of the proposed Passive Park (Cochran Park) design; asked the City to provide a resolution to have the county repair the park, and then take ownership for the kids to play ball in the spring; noted his support of BarnBeautiful and Small Business Saturday and asked the City to invest in all areas of the City noting the City of Stockbridge does not have the same appeal as downtown Hampton, McDonough or Griffin, and he is on board to help however he can to make the City nice; noted the RSVP is here and the City needs to follow the plan instead of allowing the building to sit vacant.

Mr. Michael Parrish asked where the City was with its assessment of Cochran Park, and questioned why the review was taking so long; wants to know if it is a go to open the park for baseball or a no; noted the park has been closed for (7) seven months and with kids being killed every day, these kids need something to do and be involved; asked the City Council to get past the politics, be real with the citizens and coaches, noting the coaches are committed to giving their time and money; asked the City to give the kids a Christmas present with the park being opened; and wished everyone a Merry Christmas.

Mayor Ford reviewed the following ceremonial items:

- Henry County Schools Proclamation - *Celebrate Learning in Henry County Schools Day*
- Board & Committee member recognition for their service (Diane Miller: Youth Council Advisory Committee, Ola Martin Youth Council Advisory Committee; Lawrence Wilbon Planning Commission and Raoul Clarke Downtown Development Authority)
- Teen Ambassadors End of Year Program – the Teen Ambassadors received Certificates of Service and Appreciation, Medallions for the Inaugural Year, and the Mayor's Award was issued to Chynna Brown for her above and beyond participation. The Ambassadors thanked and awarded Councilwoman Neat Robinson for her leadership and spearheading the program.

- Councilwoman Robinson thanked each one of the Teen Ambassadors for their willingness to learn about government, stating while it's not easy, they can make changes in their community; noted she was honored the youth were able to observe by shadowing her in her councilmember role; thanked the parents for giving her the opportunity to mentor their teens; noted that although she will not be in the chair as a councilperson, she will be around and serving in some capacity; and expressed her love for each and every one of them.
- Councilman Alexander noted this is what community service looks like; stated he knows that Councilwoman Robinson's heart is in the right place and that these young lives will be forever changed; and thanked Councilwoman Robinson for all that she does.
- Mayor Ford also thanked Councilwoman Robinson for her leadership and service to the community; and looks forward to her future endeavors.

PRESENTATIONS

3. Teen Ambassadors National League of Cities Review

Chynna Brown and Chelsey Parker gave an overview of their experiences as members of the Teen Ambassadors program and their attendance at the 2019 National League of Cities Annual Youth Conference, and thanked Councilwoman Robinson for her mentoring and leadership, and thanked the parents and sponsors for their support of the program.

OLD BUSINESS

4. Council Consideration to approve IGA (Intergovernmental Agreement) between the City of Stockbridge and the Public Facilities Authority for the Amphitheater funding.
Presented by Michael Williams City Attorney
Item removed from the Agenda

NEW BUSINESS

5. Council Consideration to approve 2020 Municipal Court Calendar
Presented by Randy Knighton – City Manager
Motion to approve Blount/Alexander Passed 4-0
6. Council Consideration to approve 2020 Facilities Use Schedule
Presented by LaQuinda Jackson – Ex. Asst. to Mayor & Council
Motion to approve w/changes Blount/Thomas Passed 4-0
7. Council Consideration to approve 2020 Holiday Schedule
Presented by Vanessa Holiday – City Clerk
Motion to approve Robinson/Thomas Passed 4-0

8. Council Consideration to approve contract extension with TSW (Tunnell-Spangler-Walsh) for a two-year contract
Presented by Lindell Miller- Purchasing Supervisor and Camilla Moore – Community Development Director
Motion to approve Alexander/Blount Passed 4-0
9. Council Consideration to approve contract extension with Site Engineering.
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve w/Revision from 6 months to 1 year Robinson/Blount Passed 4-0
10. Council Consideration to approve contract extension with Falcon Design for a one-year contract
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve Blount/Thomas Passed 4-0
- Councilwoman Gantt joined the meeting at 7:00 p.m.**
11. Council Consideration to approve contract extension with Carter & Sloope for a two-year contract
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve Blount/Thomas Passed 4-0-1 (Gantt abstained)

PUBLIC HEARING

12. Proposed FY2020 Budget Hearing – Third Reading & Adoption
Presented by Randy Knighton – City Manager
Mr. Knighton noted this is the 3rd Reading and proposed adoption of the FY2020 Operating Budget; there have been no comments from the public; the City's Vision and Mission statement were read; noted the Budget is being proposed at \$11.59 million dollars with the following proposed added staff positions: Administrative Assistant (Events), Procurement Clerk and Planner I; noted the budget has been produced based on realistic projections of revenue and expenditures.

Councilman Alexander asked about an increase in property tax assessment revenues for the City.

Mr. Knighton noted the City of Stockbridge has seen a significant increase in the Tax Digest, noting residential growth and even more notable, commercial growth.

Councilman Alexander asked if there had been specific funding placed in the budget for Beautification projects.

Mr. Knighton referenced the recently approved Landscaping item where roads and corridors were added to the schedule for improvements to the City's aesthetics.

Councilman Alexander referenced District 5 where commercial businesses may need to be considered for annexation; and noted the Holiday Inn on Hwy. 138 has noticed the improvements in the area and thanked the City for their efforts.

Mr. Knighton noted the City needs to be strategic about annexations and welcomes those conversations.

Councilwoman Robinson noted the Hwy. 138 area @ the Walmart deserves more attention and encouraged the City's management team to travel the area going to and from work; noted the gas stations need to bring up their standards; referenced the local churches who participate in the Adopt-A-Road program; and asked the City to impress upon them City's current landscaping service to improve the standards and set the bar high in 2020.

Mr. Knighton noted the Landscaping bid will be going out soon.

Councilman Thomas noted he has had conversations with the City Manager regarding the proposed budget and reserved the right to discuss some items with Council and bring the budget back before the Council in January 2020 to revisit certain areas and to earmark specific line items.

Mayor Pro Tem Blount noted the City is presenting a balanced budget and that he too has met with the City Manager and noted budget amendments can always be made where needed.

Mr. Knighton referenced the additional staff position of the Part-Time Administrative Assistant to replace the Temporary position who assists the Executive Assistant to Mayor & Council. This position is being proposed as a permanent part-time position in the Clerk's Office, noting the Council had been aware of this position, and wanted to make sure the information was entered into the record.

Public Hearing Opened

Mr. Robert Kolpak asked if funds were placed in the FY2020 for Cochran Park should the City take possession.

No Speakers in Favor No Speakers Opposed
The Public Hearing was Closed

Motion to approve Gantt/Blount Passed 5-0

DISCUSSION

13. Council Discussion of Towing & Wrecker Services

Presented by Lindell Miller Purchasing Supervisor and
Camilla Moore - Community Development Director

Motion to Table the item to be heard in January 2020 Thomas/Gantt
Passed 5-0.

COMMENTS FROM THE CITY MANAGER

Randy Knighton wished everyone Happy Holidays and Merry Christmas; thanked the thousands of individuals who came out to enjoy the City's Holiday Festival noting it was a great event; thanked the Council for leadership and vision; thanked staff for their continuous efforts; noted several City projects are moving forward and is looking forward to great things for the City.

COMMENTS FROM THE CLERK'S OFFICE

Vanessa Holiday wished Happy Holidays to everyone and to be safe.

COMMENTS FROM THE CITY COUNCIL

Councilman Thomas echoed the sentiments of the City Manager; noted as the year closes out, there is more heavy lifting and work to be done; commended Councilwoman Robinson's service to the City; noted the City has overcome a number of issues, and following the holiday festivities, the Council needs to come back prepared to take on that heavy lifting, noting Cochran Park is one of those issues, and there is no time to relax; commended staff for their support of the Council's vision; thanked citizens for their continued support; commended the Council for taking on a lot of the heavy lifting; asked everyone to enjoy the holidays and to return in 2020, ready to roll up your sleeves and get ready to get some things done as there is more work to do.

Mayor Pro Tem Blount thanked the citizens for attending the meeting; noted everyone here has a vested interest in the City and everyone here wants to see a better Stockbridge and stated the Council is doing their best to make Stockbridge the best that it can be; thanked the baseball coaches and others for their passion for the City; noted this was the best Holiday Festival he has attended during his tenure with a lot of moving parts and great coordination; invited all seniors to attend the upcoming Bingo Bash on Wednesday from 10am – noon at the Ted Strickland Community Center, noting this was the last one of the year; stated he knows that Council truly wants to do what is in the best interest for the City; stated it was beautiful to see the young people here today and commended Councilwoman Robinson for having a great heart for what she does with the youth and commended her service to the City and the youth, including the recent trip to the National League of Cities in San Antonio, TX where although their paths did not cross while there, he commended Councilwoman Robinson for the opportunity given to the teens to attend.

Councilwoman Gantt thanked Councilwoman Robinson for her service; wished everyone Happy Holidays noting the wonderful Holiday Festival; commended the Public Works and Events Team for a great event; stated 'tis the season of giving; noted she is ready to work and get the job done and is looking forward to many more groundbreaking and more things to come; noted her door is always open.

Councilman Alexander thanked everyone for tuning in and attending the meeting, noting he does not take it for granted for those who come out and take up their time to participate in the democratic process; referenced the upcoming Adopt- a-Family event taking place at Red Oak UMC on Walt Stephens Rd. on 12/21 and that this is his favorite event of the entire year; noted he and others are so blessed to be able to share their abundance that the Lord has provided with the underprivileged families in the area and asked those who have abundance and can share, to please contact LaQuinda Jackson, noting the burden to be even heavier this year as Connecting Henry had to cut back on their age group of donations and the Adopt-A-Family has gladly stepped in to help fill the void, and asked for everyone who can to support this effort; noted over 2,000 toys were distributed last year; asked anyone wanting to donate toys and/or time, to please do so and to come out and support this outstanding event; noted a heartfelt loss of the two young people from Eagle's Landing High School, referencing the 2 students who were gunned down and asked the City to wrap their arms around the families of all affected; thanked everyone who supported him during the recent loss of his father, highlighting the effects of diabetes and hypertension, and is trying to educate and give back to the community stating we need to change our habits; and thanked the staff, and referenced the Christmas decorations placed around the City, particularly in the Eagle's Landing area, and is looking forward to adding to the Walt Stephens corridor as well.

Councilwoman Robinson thanked everyone for coming out and wished Happy Holidays to everyone; stated she was overwhelmed earlier as the Teen Ambassadors stood to honor her; noted these are some amazing teens who have represented the City well; noted the Youth Council program started out with (7) seven students thanked the City Attorney, Michael Williams for his assistance in helping to carry out the vision; noted the program participation went from 7 students to 15 students and also established a Youth Council Advisory Committee which is part of the City's Charter for as long as the City chooses to have the committee; referenced the (12) members of the Teen Ambassadors program; noted members of the Youth Council/Teen Ambassadors have attended conferences in Charlotte, NC; Los Angeles, CA; and San Antonio, TX giving them local and national exposure to better serve their communities; noted she is honored to have had the opportunity to touch 34 young people, giving them the opportunity to see how their local government works and would not have been able to do so without the support of local businesses, noting it was not done for political reasons, but was done for the young people, and as you can see, the kids in the program are quite impressive; stated to fellow colleagues, these four years have been a great experience, and she is excited because she knows each of them and their hearts, desires and love they have for the City and looks forward to working with them as a team representing Stockbridge; and noting what has been near and dear to her since 2015 is ensuring

that Cochran remains open; noted that in 2020 she will be speaking from the other side directly, noting the Council has the power to act now as time is of the essence and asked the Council not wait until after the holidays to make a decision stating the City has the power to let the County know their stance before the holidays, and to act on behalf of the kids; referenced the Holiday Giveback this weekend and asked anyone interested in participating to reach out to LaQuinda Jackson for information; stated it has been an honor to work with staff and looks forward to continuing to work together; stated Mayor Ford's leadership has been phenomenal, further noting she has recommended he fill her seats on the GMA Federal and Legislative Policy committees.

COMMENTS FROM THE MAYOR

Mayor Ford noted the Holiday Festival was great; noted next month begins the City's 2020 Centennial celebrations with an event highlighter every month, with the expectations of an outstanding year; wished everyone Happy Holiday, Happy New Year and asked everyone to keep the faith as the City continues to make you proud; God Bless.

Mayor Ford read the following meeting notices and event announcements:

UPCOMING MEETINGS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770-389-7900 for updates and detailed information.

- Main Street Advisory Board, Friday, December 13, 2019 at 9:00 a.m./Levi Meeting Room
- Downtown Development Authority Meeting, Monday, December 16, 2019 at 6:00 p.m./Levi Meeting Room
- Work Session Meeting (2nd Public Hearing FY2020 Budget), Tuesday, December 17, 2019 at 6:00 p.m. at City Hall in the Council Chamber
- Youth Council Meeting, Wednesday, December 18, 2019 at 5:30 p.m. – Levi Meeting Room
- Youth Council Advisory Committee Meeting, Wednesday, December 18, 2019 at 6:30 p.m./Patrick Henry Meeting Room

UPCOMING EVENT(S) & ANNOUNCEMENTS

- Stockbridge Youth Council Holiday Drive Saturday November 30 – Friday, December 13, 2019: Accepting Donations for the Holiday Season for Families in need – Clothing, Toys, Canned/Boxed Food and Hygienic items. Drop off Locations: Stockbridge City Hall, Dutchtown H.S., Eagle's Landing H.S., Stockbridge H.S., Woodland H.S. and Waffle House (Hudson Bridge Rd.) Contact Shana Thornton for more information @ 678-702-7460 for more information.
- Welcoming Stockbridge RoundTable Tuesday, December 10th at 6:30 p.m. at City Hall in the Levi Meeting Room – spearheaded by Councilwoman Gantt. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Monthly Bingo Bash Wednesday, December 11th from 10:00 a.m. – noon at the Ted Strickland Community Center – spearheaded by Mayor Pro Tem Blount

- Holiday Giveback Toy Drive Friday, December 13th from 7:00 p.m. at the Ted Strickland Community Center – spearheaded by Councilwoman Robinson
- Holiday Giveback Saturday, December 14th from 10:00 a.m. – noon at Floyd Chapel Baptist Church – spearheaded by Councilwoman Robinson
- Adopt a Family Tog Giveaway, Saturday, December 21, 2019 from 10:00 a.m. to noon at Red Oak United Methodist /Church – spearheaded by Councilman Elton Alexander

ONGOING INITIATIVES

- Meet & Greet the Mayor Mondays with Mayor Anthony S. Ford from 10:00 a.m. - noon every fourth Monday of the month (appointment required). Please contact LaQuinda Jackson @ 678-833-3348 for more information and scheduling.
- Don't Trash Stockbridge No Litter Campaign – Ongoing – spearheaded by Councilman Thomas. Contact: LaQuinda Jackson @ 678-833-3348 for more information.
- Monthly Bingo Bash from 10:00 a.m. – noon at the Ted Strickland Community Center spearheaded by Mayor Pro Tem Blount. Visit the City's website or Facebook page for dates and information.
- Quarterly Town Hall – Ongoing – spearheaded by Councilman Alexander. Visit the City's website or Facebook page for dates and information.
- Keep Stockbridge Beautiful – Ongoing – spearheaded by Councilman Alexander. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Welcoming Stockbridge RoundTable every 2nd Tuesday of each month at 6:30 p.m. at City Hall in the Levi Meeting Room – spearheaded by Councilwoman Gantt. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Quarterly Homeowners and Neighborhood Association RoundTable – spearheaded by Mayor Pro Tem Blount. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Teen Ambassadors Meeting December 12th at 5:00 p.m. in the Levi Meeting Room – spearheaded by Councilwoman Robinson. Contact LaQuinda Jackson @ 678-833-3348 for more information.

Motion to convene Executive Session for Personnel, Litigation and Real Estate:
Gantt/Robinson – Passed 5-0.

Motion to Adjourn Executive Session: **Blount/Alexander – Passed 4-0 (Councilman Thomas was not present for the vote)**

Motion to Reconvene the meeting: **Alexander/Blount – Passed 4-0 (Councilman Thomas was not present for the vote)**

Motion to Adjourn: **Robinson/Gantt – Passed 4-0 (Councilman Thomas was not present for the vote)**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

SCADA SYSTEM IMPROVEMENTS

for the
CITY OF STOCKBRIDGE
C&S Project No.: S9100.015

JANUARY 2018



Carter & Sloope

CONSULTING ENGINEERS

1031 Stonebridge Parkway, Watkinsville, Georgia 30677

Phone: 706-769-4119 FAX: 706-769-4546

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DIVISION 15 – MECHANICAL – NOT USED

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END OF SECTION

INVITATION TO BID

PART 1. GENERAL

1.1 COMPETITIVE COST SEALED BIDS

Sealed bids for installation of the **SCADA System Improvements** will be received until **March 29, 2018 at 12:00 p.m.** at **4640 North Henry Blvd., Stockbridge, GA 30281** at which time and place they will be publicly opened and read aloud. **Any bid received after said time and date will not be considered by the Owner.** No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days except as specifically may be provided in the Instructions to Bidder and /or by State law.

1.2 SCOPE OF WORK

The work to be completed shall consist of furnishing all labor, equipment and materials necessary to complete the electrical improvements shown herein including, but not limited to, installing seven (7) cellular based SCADA panels and accessories at seven (7) existing sewage pump stations and installing seven (7) RTU's in the water distribution system at the existing ground water pumping station, well sites, elevated storage tanks and valve station shown on the plans, reconnecting the SCADA panels, power and controls, modifying the existing chemical pump controller at the ground water pumpstation, modifying pump control panels, mounting antennas, replacing flow transmitters and sensors, replacing pressure transducers, adding circuit breakers in the existing pump control panels, extending cables and conduit as required, installing an 8" butterfly valve and actuator, installing concrete pads, extending the existing Unistrut support, demolition, and other appurtenances necessary to provide a complete installation.

Time allotted for completion of work is **210 consecutive calendar days**. All Work shall be completed in accordance with the plans and specifications. The Work will be awarded in **one (1) Contract**.

1.3 PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Plans, Specifications and Contract Documents are on file at CARTER & SLOOPE, INC. Copies may be obtained from Carter & Sloope, Inc., 1031 Stonebridge Parkway, Watkinsville, Georgia 30677, Phone: 706-769-4119, Fax: 706-769-4546, upon payment of **\$200 for each full-size set or \$100 for PDF set** (non-refundable). A copy of your check is needed in order to ship the documents. You can fax it to the fax number above or email a scanned copy to hcash@cartersloope.com. All plans and documents will be shipped via UPS Ground. If you choose to have them shipped overnight or via another carrier, please submit your Fed Ex Overnight or UPS Express account number.

1.4 CONTRACTOR LICENSE

The Scope of Work as described herein is defined as “electrical contracting” in accordance

with O.C.G.A 43-14-2(6) so the Contractor performing the work must provide proof of a valid license by the State of Georgia as an “Electrical Contractor”. **Therefore, the Contractor submitting a bid must list the license number of the Contractor performing the electrical contracting on the bid form and provide proof of a valid license with the bid.** See Instruction to Bidders for additional bidding requirements.

1.5 BONDS

Bids shall be accompanied by a bid bond or certified cashier’s check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in Georgia with an “A” minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of “Best’s Key Rating Guide Property Liability”. Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

1.6 PERMITS

All anticipated Federal, State and local permits have been obtained or will be obtained by the Owner prior to issuing the Notice to Proceed, unless noted otherwise. The status of each permit is as follows:

<u>PERMITS/AGENCIES</u>	<u>STATUS</u>
A. Building/Electrical Permit	To be obtained by the Contractor

1.7 EASEMENTS & RIGHTS-OF-WAY

All easements and rights-of-way for permanent installations have been obtained or will be obtained by the Owner prior to issuing the Notice to Proceed.

1.8 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

All qualifying Contractors and Subcontractors performing work with the **City of Stockbridge** must register and participate in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder’s Affidavit of Compliance with O.C.G.A. §13-10-91 be completed and submitted with the Bid.

1.9 RESERVATION OF RIGHTS

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the

Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

1.10 FUNDING SOURCES

Funding is to be provided by local funds.

CITY OF STOCKBRIDGE
OWNER

END OF SECTION

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. *For this project, Carter & Sloope, Inc., 1031 Stonebridge Parkway, Watkinsville, GA 30677 is the Issuing Office.*
 - B. *Bidder* – *One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.*
 - C. *Successful Bidder* – *The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.*
 - D. *Bid* – *A Complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.*
 - E. *Addenda* – *Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise and to, or delete information in the original bidding documents or in previous addenda.*

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the **non-refundable** deposit sum, ~~if any,~~ stated in the Advertisement or Invitation to Bid, may be obtained from the Issuing Office *by bona fide Bidders.* ~~The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.~~
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use. *All such documents are copyrighted by and remain the property of the Engineer.*

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, *each Bidder must prepare the be prepared to submit within of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be call for below* Qualifications of Bidders Documents (Section 00470) and submit the document to the Issuing Office no later than the time and date listed in the Invitation to Bid.

- 3.02 *Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.*

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site *that Engineer has used is preparing the Bidding Documents.*
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at *or contiguous to* the Site (except Underground Facilities) *that Engineer has used in preparing the Bidding Documents.*

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Part ~~4.02~~ 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings ~~known to Owner~~ relating to a Hazardous Environmental Condition identified at the Site, *if any, that Engineer has used in preparing the Bidding Documents.*
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Part ~~4.06~~ 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders

with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to [Article 7 Part 2](#) of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in [Paragraph 4.02 Part 6](#) of the Supplementary Conditions ~~as containing reliable “technical data,”~~ and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in [Paragraph 4.02 Part 6](#) of the Supplementary Conditions ~~as containing reliable “technical data”~~;
 - E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including

applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.09 *Rights-of-Way and Easements: Several temporary and/or permanent rights-of-way or easements are required for this project and shown on the Drawings where needed.*

ARTICLE 5 – PRE-BID CONFERENCE

5.01 *A Pre-bid Conference will not be held for this project.*

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. *The Surety Company must be licensed in the State of Georgia with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Ratings Guide Property Liability."*
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 ~~If the Supplementary Conditions require the identity of certain~~ Subcontractors, Suppliers, individuals, or entities ~~to and resumes of the project manager and project superintendent shall be submitted by the apparent Successful Bidder and any other Bidder so requested, within five (5) days after the Bid Opening. to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.~~ Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity ~~if requested by Owner.~~ If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum and any column of figures and the correct sum thereof will be resolved in the favor of the correct sum.

14.03 Allowances

- A. *For cash allowances, the Total Base Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.*

14.04 *Completion Time Comparisons – NOT USED*

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one ~~separate unbound~~ copy of the Bid Form, and, ~~if required~~, the Bid Bond Form. The ~~unbound copy of the~~ Bid Form is to be completed and submitted with the Bid security and the ~~following~~ documents *listed in Article 7 of the Bid Form (00400).*
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed an opaque sealed envelop plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED –SCADA System Improvements.**” A mailed Bid shall be addressed to 4640 North Henry Blvd., Stockbridge, GA 30281.
- 15.03 *Bids may be submitted only by entities listed on the Bid Registry of the Engineer as having obtained bidding documents from the Engineer. The Bidder shall submit one (1) original plus five (5) copies of the bidding documents with their bid.*

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn ~~by~~ *without revealing the amount of the bid by submitting* an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 ~~If~~ *In accordance with O.C.G.A 36-91-52, if within 48 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.*

- A. *Such error in the calculation of the bid can be documented by clear and convincing written evidence;*
- B. *Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;*
- C. *The bidder serves written notice upon the Owner either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays.*
- D. *The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and*
- E. *The withdrawal of the bid will not result in undue prejudice to the Owner or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.*

Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. Furthermore, no Bidder who is permitted to withdraw a Bid shall for compensation be allowed to supply any material or labor, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.

Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed. ~~for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.~~
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded:
- A. Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project;
 - B. *Owner will provide the Successful Bidder a Notice of Award within sixty (60) days after the Bid Opening;*
 - C. *Contract will be awarded on the lowest qualified Base Bid, including any "Accepted Equal" or "Substitute" Equipment selected by the Owner.*

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days

thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – MODIFICATIONS OF QUANTITIES

- 22.01 *If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the work to bring the costs within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.*

ARTICLE 23 – LAWS AND REGULATIONS

- 23.01 *The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.*

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

ARTICLE 24 – CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

- 24.01 *Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.*

ARTICLE 25 – TERMINATION OF CONTRACTS

- 25.01 *If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a prorating of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.*

END OF SECTION

BID FORM

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BID FORM**ARTICLE 1 – BID RECIPIENT**

1.01 Project Identification:

SCADA SYSTEM IMPROVEMENTS

Carter & Sloope Project No. : S9100.015

1.02 This Bid is submitted to:

CITY OF STOCKBRIDGE**4640 NORTH HENRY BLVD.****STOCKBRIDGE, GA 30281**

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 **The Bidder must submit one (1) original plus five (5) copies of the Bidding Documents with their Bid.**

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this Bid shall be returned to the undersigned.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.Addendum Date

City of Stockbridge
SCADA System Improvements

C & S Project No. S9100.015

January 2018

- _____
- _____
- _____
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in ~~SC-4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC-4.06 as containing reliable "technical data"~~ *Part 6 of the Supplemental Conditions*.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER’S CERTIFICATION**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

ITEM NO. DESCRIPTION

- 1. Water System Improvements:
Bidder agrees to furnish all labor, equipment and materials necessary to construct the mechanical, electrical and SCADA system improvements to the water system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, piping, 8” butterfly valve and actuator, flow transmitters and meters, painting, computers, seven (7) RTU’s, programming, modifying pump control panels, modifying a chemical pump controller, power and controls, antennas, concrete pads and other appurtenances necessary to provide a complete and working installation for the lump sum amount of:

Lump Sum in Words

Dollars and Cents

2. Sewerage System Improvements:

Bidder agrees to furnish all labor, equipment and materials necessary to construct the electrical and SCADA system improvements to the sewer system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, electrical, work necessary to install seven (7) cellular based RTU's and antennas and other appurtenances necessary to provide a complete and working installation for the lump sum amount of:

Lump Sum in Words

Dollars and Cents

3. Allowance (Section 01020)

a. Supplemental Work Allowance

\$ 50,000 Dollars

TOTAL BASE BID, ITEMS 1-3 INCLUSIVE, THE AMOUNT OF:

\$

Dollars & Cents

Price in Words

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days *after* the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 230 calendar days after the date when the Contract Times commence to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 10% of the Total Bid Price;
- B. List of Project References;
- C. List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
- D. List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. License No. of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Qualifications of Bidder (*Section 00470*)
- H. Noncollusion Affidavit of prime Bidder (*Section 00481*)
- I. Contractor Affidavit and Agreement (*Section 00483*)
- J. Subcontractor Affidavit and Agreement (*Section 00484*)
- K. Save Affidavit (*Section 00485*)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID COMMUNICATION

9.01 COMMUNICATION CONCERNING THIS BID SHALL BE ADDRESS TO:

MR. MARTIN C. BOYD, P.E.
CARTER & SLOOPE, INC.
1031 STONEBRIDGE PARKWAY
WATKINSVILLE, GEORGIA 30677
PHONE: 706-769-4119

ARTICLE 10 – BID SUBMITTAL

10.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia
is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. *of Contractor performing the work.* _____

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date:

Description: SCADA System Improvements,

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

City of Stockbridge
SCADA System Improvements

C & S Project No. S9100.015

January 2018

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name.
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any.
3. Provide name, title and biographic summary of all corporate officers.
4. If a corporation, provide year of incorporation and where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. General character of work performed by your company.
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.)
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation.
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why.
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain.
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
12. Experience in construction work similar in importance to this project.
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project.

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.
15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.
16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes _____ No _____
17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last ten (10) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$500,000 for each reference project listed include the:
 - (a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
 - (b) A complete description of each project.
 - (c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.
 - (d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

SECTION 00470-3
QUALIFICATIONS OF BIDDER

State of _____

County of _____

_____, being duly sworn deposes and says
that he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission expires:

_____, 20____

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Henry

_____, being first duly sworn, deposed and says that:

- (1) He is _____ of
(owner, partner, officer, representative, or agent)
_____,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Stockbridge** (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SECTION 00481-2
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public)

My commission expires _____

_____, 20__

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **City of Stockbridge**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **City of Stockbridge** at the time the subcontractor(s) is retained to perform such service. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SECTION 00484-2
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

SAVE AFFIDAVIT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, administered by the Georgia Department of Community Affairs the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the **City of Stockbridge:**

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident of the United States.

OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Stockbridge (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

THE WORK TO BE COMPLETED SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE ELECTRICAL IMPROVEMENTS SHOWN HEREIN INCLUDING, BUT NOT LIMITED TO, INSTALLING SEVEN (7) CELLULAR BASED SCADA PANELS AND ACCESSORIES AT SEVEN (7) EXISTING SEWAGE PUMP STATIONS AND INSTALLING SEVEN (7) RTU'S IN THE WATER DISTRIBUTION SYSTEM AT THE EXISTING GROUND WATER PUMPING STATION, WELL SITES, ELEVATED STORAGE TANKS AND VALVE STATION SHOWN ON THE PLANS, RECONNECTING THE SCADA PANELS, POWER AND CONTROLS, MODIFYING THE EXISTING CHEMICAL PUMP CONTROLLER AT THE GROUND WATER PUMPSTATION, MODIFYING PUMP CONTROL PANELS, MOUNTING ANTENNAS, REPLACING FLOW TRANSMITTERS AND SENSORS, REPLACING PRESSURE TRANSDUCERS, ADDING CIRCUIT BREAKERS IN THE EXISTING PUMP CONTROL PANELS, EXTENDING CABLES AND CONDUIT AS REQUIRED, INSTALLING AN 8" BUTTERFLY VALVE AND ACTUATOR, INSTALLING CONCRETE PADS, EXTENDING THE EXISTING UNISTRUT SUPPORT, DEMOLITION, AND OTHER APPURTENANCES NECESSARY TO PROVIDE A COMPLETE INSTALLATION.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Stockbridge
SCADA System Improvements**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Carter & Sloope, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

City of Stockbridge
SCADA System Improvements

C & S Project No. S9100.015
January 2018
Revision 0

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **210** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **230** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. *Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.*

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph below:

A. For all Work, a sum of:

Words

Dollars & Cents

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the ~~rate of ___ percent per annum~~ *maximum legal rate*.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in ~~Paragraph SC 4.02~~ Part 6 of the Supplementary Conditions ~~as containing reliable “technical data,”~~ and (2) reports and drawings of Hazardous Environmental Conditions, if any, at ~~or contiguous to~~ the Site that have been identified in ~~Paragraph SC 4.06~~ **Part 6** of the Supplementary Conditions ~~as containing reliable “technical data”.~~
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations,

tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 8, inclusive).
- 2. Performance bond (pages 1 to 4, inclusive).
- 3. Payment bond (pages 1 to 4, inclusive).
- 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
- 5. General Conditions (pages 1 to 69, inclusive).
- 6. Supplementary Conditions (pages 1 to 13, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings consisting of 14 sheets with each sheet bearing the following general title:
SCADA System Improvements, City of Stockbridge, Henry County, Georgia,
January 2018.
- 9. Addenda (numbers _____ to _____, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

- b. Documentation submitted by Contractor prior to Notice of Award.
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the

Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(Where applicable)

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): SCADA System Improvements ,
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner

refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

SECTION 00610-4
PERFORMANCE BOND

- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

Carter & Sloope, Inc.
1031 Stonebridge Parkway
Watkinsville, GA 30677
706.769.4119

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): SCADA System Improvements ,
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor,

materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner’s Representative (*Engineer or other*):

Carter & Sloope, Inc.
1031 Stonebridge Parkway
Watkinsville, GA 30677
706.769.4119

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature of Attorney

Date

NOTICE OF AWARD

To: _____ Date: _____

PROJECT: **SCADA SYSTEM IMPROVEMENTS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

_____ Dollars (\$ _____)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20____.

CITY OF STOCKBRIDGE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this _____ day of _____, 20__.

By: _____

Title: _____

END OF SECTION

NOTICE TO PROCEED

Date:

Project SCADA System Improvements,

Owner: City of Stockbridge

Owner's Contract No.:

Contract:

Engineer's Project No.: S9100.015

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion and readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Owner

Authorized Signature

Title

Date

Accepted By:

Contractor

Authorized Signature

Title

Date

GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency*—The Federal or State agency named as such in the Agreement.
 3. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

11. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work*—See Paragraph 11.01 for definition.
18. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity*—An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements

containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~-six printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, **Agency** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the

Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations

in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the *Site that Engineer has used in preparing the Bidding Documents*; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at *or contiguous to* the Site (except Underground Facilities) *that Engineer has used in preparing the Bidding Documents*
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants

and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the

Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a

result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers'

compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or

anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the

actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If

the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

- A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. ~~Ten~~ **Thirty** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph

14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or

which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06,

from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of

competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS
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**SECTION 00800
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

PART 1. TERMS

- 1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 2. SCOPE OF THE WORK

- 2.1 The work to be completed shall consist of furnishing all labor, equipment and materials necessary to complete the electrical improvements shown herein including, but not limited to, installing seven (7) cellular based SCADA panels and accessories at seven (7) existing sewage pump stations and installing seven (7) RTU's in the water distribution system at the existing ground water pumping station, well sites, elevated storage tanks and valve station shown on the plans, reconnecting the SCADA panels, power and controls, modifying the existing chemical pump controller at the ground water pumpstation, modifying pump control panels, mounting antennas, replacing flow transmitters and sensors, replacing pressure transducers, adding circuit breakers in the existing pump control panels, extending cables and conduit as required, installing an 8" butterfly valve and actuator, installing concrete pads,

PART 3. CONSTRUCTION DRAWINGS

- 3.1 The Work shall conform to the following construction drawings:

Sheet No.	Title
-	Title Sheet
1	General Construction Notes
2	Overall Project Map
E-0 – E-18	Electrical

PART 4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 10 days after Notice to Proceed is issued. All work shall be completed within the contract times as defined in Article 4.02 of the Agreement.
- 4.2 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the

Owner does not exercise his reservations as set forth in Article 13, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$ 500.00 per each day of delay of the work until the work is completed.

PART 5. SUBSTITUTIONS OR "OR EQUAL"

5.1 Substitutes may be offered in lieu of the major equipment manufacturers listed in the Technical Specifications. Submittals on "Or Equal" substitutes must be received by the Engineer within 48 hours after the Bid Opening.

- A. Submittals for each type of equipment proposed shall include illustrative drawings; specifications, descriptive brochures, installation lists, weights, metal thickness of principal components; drive arrangements; torques; power requirements; performance curves; installation requirements; availability of spare parts; local service capability and other items necessary for the Engineers to determine that the intent of these Specifications is to be met.
- B. The price bid for substitute equipment shall not be used in the base bid but shall be bid as a deductible or additive alternate and listed on the forms provided in the Proposal.
- C. Unless otherwise waived by the Owner, a five (5) year warranty shall be required on all substitute equipment/materials/systems in the form of a bond or other equivalent surety. Such warranty/surety shall be in the amount of the Contractor's purchase order, including installation and service for the substitute. Should the substitute fail to perform satisfactorily, either in mechanical integrity or in performance, the Owner can require modification or replacement or if the supplier/manufacturer fails to remedy the defects/performance the Owner may use any or all of the bond/surety to modify or replace the system or portions thereof including modifications to another process.
- D. The Contractor shall be responsible for the substitute supplier/manufacturer's action and performance until satisfactory performance is obtained and thereafter during the one (1) year warranty period as specified in the Contract Documents. After this to cover the remaining period of the two (2) years, the Owner can take action on the system supplier's bond/surety. The bond/surety must be tended prior to approval of the substitute.
- E. The Owner reserves the right to accept or reject any and all substitutes that may be offered.
- F. The contract will be awarded on the basis of the lowest qualified base bid including any substitute selected by the Owner.
- G. The adjustment in price bid for the substitute equipment shall include the cost of all re-design, the cost of structural, mechanical and electrical changes when the

6.1 In the preparation of Drawings and Specifications, ENGINEER has relied upon:

- None

- None

7.1 The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- | | | |
|----|--|-----------|
| 1. | State: | Statutory |
| 2. | Applicable Federal (e.g. Longshoreman's): | Statutory |
| 3. | Employer's Liability: | \$200,000 |
| 4. | Contractor shall show Owner as additional insured. | |

- Combined single limit for Bodily Injury and Property Damage:*
\$1,000,000 Each Occurrence
or combined single limit \$2,000,000

General Aggregate	\$2,000,000
Operations Aggregate	\$2,000,000

Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

<i>Personal Injury, with employment exclusion deleted</i>	
\$1,000,000	Annual Aggregate
\$1,000,000	Each Occurrence

Excess / Umbrella Policy

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- C. Comprehensive Automobile Liability (under Paragraph 5.04.A.6 of the General Conditions):

Bodily Injury:

\$1,000,000	Each Person
\$2,000,000	Each Occurrence

Property Damage:

\$100,000	Each Occurrence
or combined single limit of	\$200,000

- 7.2 Builders Risk Insurance (**Installation Coverage**):

100% completed value based on the insurable portion of the project.

- 7.3 Contractual Endorsement:

- A. The Contractual Liability required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

Bodily Injury:

\$500,000	Each Occurrence
-----------	-----------------

Property Damage:

\$100,000	Each Occurrence
\$N/A	Annual Aggregate

PART 8. CERTIFICATES OF INSURANCE

- 8.1 Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail".
- 8.2 In addition to the requirements of Paragraph 5.04 to the General Conditions, the Owner and Engineer shall be listed as Additional Insured on the Contractor's General Liability Policy and Builder's Risk in the same amounts as required by the Contractor.

PART 9. BUILDER'S RISK

- 9.1 The Contractor shall procure and shall maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of the Owner, Contractor, Sub-Contractors, Engineer and Engineer's consultants against loss by fire, vandalism, malicious mischief, and all hazards included in a standard "All Risk" Coverage endorsement. The amount of the insurance shall be at all times equal or exceed the full amount of the Contract. The policies shall be in the name of the Owner and the Contractor.

PART 10. ACCIDENTS

- 10.1 The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

PART 11. HOLD HARMLESS CLAUSE

- 11.1 The Contractor agrees to hold harmless, indemnify and defend the Owner and his agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any and all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except that the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, his agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure that this clause is in conformity with the insurance provisions of the contract.

PART 12. CONTRACTOR'S STATUS

- 12.1 It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

PART 13. CONTRACTOR'S AFFIDAVIT

- 13.1 Upon completion of the work and prior to final payment and settlement of all sums due

hereunder, Contractor will furnish to Owner, a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia to the effect that all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring that there are not outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

PART 14. RESIDENT PROJECT ENGINEER

- 14.1 The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

PART 15. ACCESS FOR INSPECTION

- 15.1 Access for inspection shall be provided for representatives of the Georgia Department of Natural Resources, Environmental Protection Division and the Georgia Department of Highways and Public Transportation.

PART 16. UTILITIES

- 16.1 Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

PART 17. ADJUSTMENT OF DISCREPANCIES

- 17.1 In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment; the CONTRACTOR shall bear all of the extra expense involved.

PART 18. MEASUREMENT AND PAYMENT

- 18.1 Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

PART 19. MODIFICATION OF QUANTITIES

- 19.1 The itemized quantities shall be considered by the Contractor as the quantities required to

complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

- 19.2 When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in his contract for the lump sum price bid.

PART 20. SAFETY AND HEALTH REGULATIONS

- 20.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

PART 21. SANITARY CONVENIENCES

- 21.1 The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

PART 22. UTILITY SERVICES

- 22.1 The CONTRACTOR will arrange for water service and temporary electrical service through the local agencies at his own expense.

PART 23. ENVIRONMENTAL IMPACT

- 23.1 The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

- A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.
- B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and

regulations pertaining to the burning.

- C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.
- D. Sedimentation: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. Soil Erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract is exempt from the Georgia Erosion and Sediment Control Act, and NPDES General Permit for Construction Activity.

PART 24. CONSTRUCTION STAKEOUT

- 24.1 The CONTRACTOR shall be responsible for construction stakeout.
- 24.2 From the dimensions and benchmarks shown on the plans the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.
- 24.3 The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.
- 24.4 It shall be the responsibility of the CONTRACTOR to maintain and preserve all benchmarks shown on the plans.
- 24.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.
- 24.6 The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made.
- 24.7 The ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTRACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of

his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

- 24.8 No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

PART 25. EQUIPMENT ADJUSTMENT AND CALIBRATION

- 25.1 All mechanical and electrical equipment, including related control systems, shall be subjected to preliminary operation and testing by the CONTRACTOR before the individual facilities and systems are put into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted, wired and connected. Any changes, adjustments, or replacement or equipment which are due to errors or omissions on the part of the CONTRACTOR or which may be otherwise necessary to comply with the requirements of this Contract, shall be done without additional cost to the OWNER. Upon completion of the checking and adjustment, the CONTRACTOR shall demonstrate that each separate piece of equipment in each system of related items of mechanical equipment and the related instrumentation and control equipment operate in accordance with the requirements of the Contract Documents. Where no specific performance requirements are stated, the test shall show that the equipment operates in accordance with normal application practice of the equipment. The demonstration test shall show that the equipment operates smoothly and without excessive noise or vibration, that the equipment is responsive to manual and automatic controls, that control and protective devices are properly set, that the equipment will run continuously when continuous operation is intended, and that the equipment will run on a controlled or intermittent basis when this operation is intended. The demonstration test for each piece of equipment shall include check out from each remote control point. All alarm systems and safety lockout systems shall also be demonstrated for proper function along with all process instrumentation and controls.

- 25.2 The demonstration test shall be arranged by the CONTRACTOR who shall notify the ENGINEER not less than 3 days in advance of the date of the test. The CONTRACTOR shall provide personnel from the various trades involved to operate and demonstrate the equipment.

PART 26. SYSTEM START-UP

- 26.1 The CONTRACTOR shall place the various items of equipment into operation, along with the related piping and metering systems, and shall notify the ENGINEER at least 3 days in advance of the date of start-up.
- 26.2 Schedule for such start-up of the majority of the equipment and pumping systems will occur during the duration of the Contract Time and prior to final completion and acceptance of the overall project. After satisfactory start-up of these individual systems, including all of the

related equipment, they will remain in continuous or intermittent operation as required.

- 26.3 All equipment and accessories shall be adjusted and calibrated prior to any start-up as specified under these Supplementary General Conditions. Any equipment placed into temporary operation prior to final completion of the total project shall be re-adjusted and/or calibrated.
- 26.4 The CONTRACTOR shall supervise, control, and be responsible for the operation and maintenance of the new equipment and/or system during a period of at least 10 days after each individual item is placed into operation. The CONTRACTOR shall furnish an adequate number of competent start-up personnel to provide supervision during these phases, however providing a State Certified Operator is not required. The CONTRACTOR shall remain responsible for making any required changes, repairs or replacements to the new installation during this period.

PART 27. INSTRUCTION OF OWNER'S EMPLOYEES

- 27.1 The CONTRACTOR shall provide competent personnel who fully understand the operation of the equipment to instruct the OWNER's employees in the operation and maintenance of each item and system. Such instruction shall take place prior to acceptance of the installation by the OWNER at such a time or times that are acceptable to the OWNER. The CONTRACTOR shall include the cost of this training in the bid price for this Contract. Training shall be of the on-the-job type, and shall cover all areas of operation and equipment maintenance.
- 27.2 Scheduling of instruction of the OWNER's employees will be mutually agreed upon between the OWNER, CONTRACTOR and the ENGINEER.

PART 28. OPERATION AND MAINTENANCE (O & M) INSTRUCTION MANUALS.

- 28.1 See Section 01730 – Operation and Maintenance Data

PART 29. RECORD DATA AND DRAWINGS

- 29.1 The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures and other related work performed under this project. On a set of project prints provided by the Owner, the Contractor shall prepare a set of “record” drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These “record” drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

- 29.2 The Contractor shall provide the Owner with one set of red-lined prints indicating record drawing information.

PART 30. PROPERTY CORNERS

- 30.1 The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

PART 31. RESTORATION

- 31.1 The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easement progresses along with the pipe laying.
- 31.2 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

PART 32. MAINTENANCE DURING CONSTRUCTION

- 32.1 The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.
- 32.2 Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.
- 32.3 While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossing, intersections, and other features as may be necessary without direct compensation.

PART 33. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

- 33.1 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be

lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

- 33.2 The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.
- 33.3 As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.
- 33.4 The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

PART 34. HIGH VOLTAGE ACT

- 34.1 The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

PART 35. SIGNS

- 35.1 No signs are required to be constructed for this project.

PART 36. BUY AMERICAN

- 36.1 By submitting this bid, the Contractor agrees that preference will be given to domestic construction material by the Contractor, sub-contractors, material men and suppliers in the performance of this Contract; however, "Buy American" is not required by the Contract.

END OF SECTION

SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

PART 1.	GENERAL	2
PART 2.	MATERIALS.....	2
PART 3.	EXECUTION	2

SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

PART 1. GENERAL

- 1.1 This section of the CONTRACT DOCUMENTS references the various forms and other documents that will become a part of these CONTRACT DOCUMENTS during the course of the WORK.

PART 2. MATERIALS

2.1 FORMS AND DOCUMENTS

- A. Application for Payment
- B. Certificate of Substantial Completion
- C. Work Change Directive
- D. Change Order
- E. Field Order
- F. Contractor's Wage and Hour Payroll Form (WH-347/1-68)
- G. Utility Damage Report

PART 3. EXECUTION

- 3.1 ENGINEER shall provide CONTRACTOR with sufficient copies of the above listed forms and/or documents where applicable for submittal by CONTRACTOR during course of the WORK. (Examples of the listed forms are included in this Section. CONTRACTOR may use these and/or Xerox copies of same for submittal).
- 3.2 ENGINEER shall use these forms for administrative and procedural duties. (Examples of the listed forms are included in this section).

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer or Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the Law provides), and Contractor elects, the deposit of securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments of Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05A and 2.07A of the General Conditions should be copied in the space indicated on the Application For Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. ENGINEER'S REVIEW

Engineer must review all Applications for Payment with care to avoid recommending any payments not yet earned by Contractor. All accompanying documentation of legal nature, such as lien waivers, should be reviewed by Owner's attorney, and Engineer should so advise Owner.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

<u>Change Order Summary</u>					
Approved Change Orders					
Number	Additions	Deductions			
				1. ORIGINAL CONTRACT PRICE.....	\$
				2. Net change by Change Orders.....	\$
				3. Current Contract Price (Line 1 ± 2).....	\$
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$
				5. RETAINAGE:	
			a.	X Work Completed.....	\$
			b.	X Stored Material.....	\$
			c.	Total Retainage (Line 5a + Line 5b).....	\$
				6. AMOUNT ELIGIBLE TO DATE (line 4 - line 5c).....	\$
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
				8. AMOUNT DUE THIS APPLICATION.....	\$
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$
TOTALS					
NET CHANGE BY CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$		(Line 8 or other - attach explanation of the other amount)
is recommended by:		(Engineer)	(Date)
Payment of:	\$		(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner)	(Date)
Approved by:			(Date)
			Funding Agency (if applicable)

Contractor's Application

Progress Estimate

For (contract):		Application Number:					
Application Period:		Application Date:					
Item Specification Section No.	A Description	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
Totals							

Progress Estimate **Contractor's Application**

For (contract):		Application Number:										
Application Period:		Application Date:										
Bid Item No.	Item Description	A		B	C	D	E	F				
		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)		
		Totals										

Stored Material Summary

[illegible]

STATEMENT* OF SUBSTANTIAL COMPLETION

Project _____

Engineer's Project No. _____

Contractor: _____

Contract For: _____ Contract Date: _____

This Statement* of Substantial Completion applies to all Work under the Contract Documents and executed Change Orders:

To: _____
City of Stockbridge
OWNER

And To: _____
CONTRACTOR

The Work to which this Statement* applies has been observed by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on,

All work under original contract agreement _____
Date of Substantial Completion

Executed by ENGINEER on _____.

ENGINEER

By: Martin C. Boyd, P.E./Carter & Sloope, Inc.

SECTION 00840-9

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

The CONTRACTOR accepts this Statement* of Substantial Completion on

_____, 20____.

CONTRACTOR

By: _____

The OWNER accepts the Work or designated portion thereof as substantially complete and will
assume full possession thereof on _____, 20____.

OWNER

By: _____

* A professional engineer's statement of conditions comprises a declaration of his professional judgment. It does not constitute a warranty or guarantee, express or implied, nor does it relieve any party of his responsibility to abide by Contract Documents, applicable codes, standards, regulations, and ordinances.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

CONTRACT CHANGE ORDER

SECTION 00840-11
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

Contract No.	Order No.	Date:
Project Title:		State:
Owner:		County:

TO: _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Decrease in Contract Price	Increase in Contract Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
TOTALS						
NET CHANGE IN CONTRACT PRICE						

Justification:

Origin Original Contract Amount (Contract Dated _____)	\$
Amount of Change Order No. 1	+ \$
Current Contract Amount	\$

Previous Contract Time	Days _____	Date _____
Change in Contract Time	Days _____	
Current Contract Time	Days _____	Date _____

REQUESTED: _____	(Owner)	(Date)
RECOMMENDED: _____	(Carter & Sloope)	(Date)
ACCEPTED: _____	(Contractor)	(Date)

This document will be used as a record of any changes to the original construction contract.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:

Receipt Acknowledged by Contractor:

Date:

**CITY OF STOCKBRIDGE
UTILITY DAMAGE REPORT**

JOB/TRABAJO: _____			
DATE/FECHA: _____		TIME/HORA: _____	
LOCATION & STATION OF DAMAGE/DIRECCIÓN Y ESTACION DEL DAÑO: _____			
UTILITY AFFECTED/SERVICIO DAÑADO			
Water/Agua: _____		Sewer/Alcantarilla: _____	
Size & Material/Tamaño y el material: _____ _____ _____			
REPORTED TO OWNER/ REPORTADO A LA PROPIETARIO			
Yes/Si: _____ No: _____		Date/Fecha: _____ Time/Hora: _____	
REPORTED TO ENGINEER/REPORTADO A LO INGENIERO:			
Yes/Si: _____ No: _____		Date/Fecha: _____ Time/Hora: _____	
WAS THE UTILTY MARKED WITHIN TOLERANCE ZONE? ESTABA EL SERVICIO MARCADO DENTRO DE LA ZONA DE TOLERANCIA?			
Yes/Si: _____ No: _____ Please make any notes below/favor haga comentarios en la espacio abajo: _____ _____			
UTILITY REPAIR INFORMATION/ INFORMACION DE RAPARACION			
Date/Fecha: _____		Time/Hora: _____	
Company that completed repair/Compania que hizo la reparacion: _____			
Costs, other than labor: Gastos, distintos de trabajo: _____ _____			
DOWNTIME OR LABOR FOR CONTRACTOR - El tiempo de inactividad o mano de obra para contratista: Circle one and note below: Círculo uno y la nota siguiente			
Position or Title/posición o título:	<u>Man Hours</u>	<u>Equip. Type</u>	<u>Equip. Hours</u>
LABOR FOR CITY (if any):			
Position or Title/posición o título:	<u>Man Hours</u>	<u>Equip. Type</u>	<u>Equip. Hours</u>
Foreman Signature: _____			
Utility Rep. Signature: _____			
Owner's Rep. Signature: _____			

**SECTION 01020
ALLOWANCES
INDEX**

PART 1. GENERAL2

PART 2. PRODUCTS.....2

PART 3. EXECUTION.....2

**SECTION 01020
ALLOWANCES**

PART 1. GENERAL

- A. The Contractor shall include in his lump sum Bid the Allowances stated herein subject to the provisions of paragraph 11.02 of the General Conditions. These allowances shall cover manufactured equipment or services that will be provided to the Contractor by others. The Contractor shall cause the work covered by these Cash Allowances to be provided by such suppliers as the Owner may select. The Contractor's cost for receiving, unloading, handling, coordinating and any other costs that are necessary to complete these items, but not specifically covered in the Allowance shall be included in the Contractor's lump sum bid. The Contractor will not receive any additional compensation for work provided under Allowances. The final amount of any Allowance item listed herein shall be adjusted accordingly and any unused portion will be deducted from the contract price at the completion of the Project by change order to reflect actual cost.

PART 2. PRODUCTS

- A. Supplemental Work (Contingency) Allowance
1. The Contractor shall allow the sum of \$50,000 for Supplemental Work Additions (SWA's) and also known as Contingencies. SWA shall be utilized to incorporate cost changes for any additional authorized work into the Base Bid scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform addition work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any allowance will be issued; SWA's shall be issued at the discretion of the Owner only. Any unused portion of the Supplemental Work Allowance will be deducted from the contract price at the completion of the project by Change Order.

PART 3. EXECUTION

- A. Supplemental Work Allowance
1. The value of any additional work covered by a SWA shall be determined in one of the following ways as stated in Article 11 of the General Conditions:
 - a. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.03.

- b. By mutual acceptance of a lump sum by Contractor and the Owner.
- c. On the basis of the cost of the work determined as provided in paragraph 11.01 of the General Conditions plus a Contractor's fee as provided in paragraph 12.01.C and 11.7 of the General Conditions.

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT
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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the Project. Note that the Contractor will be required to coordinate his work and schedule with GDOT's road contractor. No separate payment will be made for project coordination. All costs associated with project meetings, and project coordination shall be included in the unit prices listed on the Bid Form.
- B. The project is to be bid as **one (1) contract**.
- C. Defect assessment and non-payment for rejected work.

1.2 MEASUREMENT OF WORK

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Work shall be measured by the **Engineer or his representative** with assistance from the Contractor prior to preparation of a payment request by the Contractor.
- C. Unit quantities that are measured in place shall be measured monthly. The Contractor shall give the Engineer a minimum of two days notice for making all required measurements.
- D. Materials that must be measured as delivered shall be measured at the time of delivery by the Engineer or his representative; the Contractor shall provide sufficient advance notice so that such measurements can be made.
- E. Work completed shall be measured for completion against the schedule of values provided by the Contractor in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mail boxes, abandonment of water mains, landscape restoration, stabilizing power poles, relocation of utilities, graveling / maintaining driveways, field engineering, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid for which the work pertains. No additional payments will be made for such activities.

1.3 ESTIMATED QUANTITIES

- A. All estimated quantities for unit price items, stipulated in the BID FORM, or other Contract Documents, are approximate and are to be used as a basis for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually furnished and the estimated amounts included in the BID FORM. The Contractor will not be paid for any work which exceeds the quantity set forth in the BID FORM without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight – Concrete reinforcing steel, ductile iron fittings, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume – Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area – Measured by square dimension using mean length and width or radius.
- D. Linear Measurement – Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/Price Measurement – Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PROGRESS PAYMENTS

- A. Progress payments shall be based on the quantity of units installed.
- B. All items of Work not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials and labor, etc., to successfully and satisfactorily complete Work specified.
- D. Payment – The Contractor will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under

any section of the Contract Documents except as provided for in the Bid Form. Where measurements are required to be made by the Engineer, for the payment of a pay item, the failure of the Contractor to give the adequate notification or failure of the Contractor to give the engineer assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.

- E. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted at the Preconstruction conference and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2. PRODUCTS

2.1 STORED MATERIALS

- A. Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal and shop drawings for said materials have been approved. . All costs associated with covering and protecting equipment and materials shall be bore by the contractor.

PART 3. EXECUTION

3.1 LUMP SUM ITEMS

3.1 DESCRIPTION OF IMPROVEMENTS

- A. Item 1 – Water System Improvements:

Bidder agrees to furnish all labor, equipment and materials necessary to construct the mechanical, electrical and SCADA system improvements to the water system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, piping, 8” butterfly valve and actuator, flow transmitters and meters, painting, computers, seven (7) RTU’s, programming, modifying pump control panels, modifying a chemical pump controller, power and controls, antennas, concrete pads and other appurtenances necessary to provide a complete and working installation.

- B. Item 2 – Sewerage System Improvements

Bidder agrees to furnish all labor, equipment and materials necessary to construct the electrical and SCADA system improvements to the sewer system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, electrical,

work necessary to install seven (7) cellular based RTU's and antennas and other appurtenances necessary to provide a complete and working installation.

C. Item 8 – Allowances

1. Supplemental Work (Contingency) Allowance

- a. The Contractor shall allow the sum as stated in Section 01020 for cash allowance for Supplemental Work Additions (SWA's) and also known as Contingencies. SWA shall be utilized to incorporate cost changes for any additional authorized work into the Base Bid scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform addition work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any allowance will be issued; SWA's shall be issued at the discretion of the Owner only. Any unused portion of the Supplemental Work Allowance will be deducted from the contract price at the completion of the project by Change Order.
- b. The value of any additional work covered by a SWA shall be determined in one of the following ways as stated in Article 11 of the General Conditions:
 - i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.03.
 - ii. By mutual acceptance of a lump sum by Contractor and the Owner.
 - iii. On the basis of the cost of the work determined as provided in paragraph 11.01 of the General Conditions plus a Contractor's fee as provided in paragraph 12.01.C and 11.7 of the General Conditions

END OF SECTION

SECTION 01070
ABBREVIATIONS
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PART 3. EXECUTION (Not Used)..... 4

**SECTION 1070
ABBREVIATIONS**

PART 1. GENERAL

Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.1 ABBREVIATIONS

AA	Aluminum Association Incorporated
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's association
AGA	American Gas Association
AGMA	American Gear Manufacturer's association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASCII	American Standard Code for Information Interchange United States of America Standards Institute
ASE CODE	American Standard Safety Code for Elevators, Dumbwaiters and Escalators American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
CBM	Certified Ballast Manufacturers
CFR	Code of Federal Regulations
CMAA	Crane Manufacturers Association of America, Inc. (Formerly called: Overhead Electrical Crane Institute [OECI])

SECTION 01070-3
ABBREVIATIONS

CRSI	Concrete Reinforcing Steel Institute
DEMA	Diesel Engine Manufacturer's Association
DHEC	Department of Health and Environmental Control
DHI	Door Hardware Institute
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJMA	Expansion Joint Manufacturer's Association
EPA	Environmental Protection Agency
EPD	Environmental Protection Division
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch
FEDSTDS	Federal Standards (see FEDSPECS)
FM	Factory Mutual Research
GDOT	State of Georgia Department of Transportation Standard Specifications Construction of Roads and Bridges
GDNR	State of Georgia Department of Natural Resources
HEI	Heat Exchange Institute
HI	Hydraulic Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrument Society of America
JIC	Joint Industrial Council
MILSPEC	Military Specifications
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NEC	National Electric Code National Fire Protection Association
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code American National Standards Institute
NFPA	National Forest Products Association (formerly National Lumber Manufacturer's Association)
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational and Health Administration
PCI	Prestressed Concrete Institute
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Standard Building Code Published by SBCCI
SBCCI	Southern Building Code Congress International

SECTION 01070-4
ABBREVIATIONS

SCDOT	South Carolina Department of Transportation
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SFPC	Standard Fire Prevention Code Published by SBCCI
SGC	Standard Gas Code Published by SBCCI
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SMC	Standard Mechanical Code Published by SBCCI
SPC	Standard plumbing Code Published by SBCCI
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction Building News, Inc.
TEMA	Tubular Exchanger Manufacturer's Association
UBC	Uniform Building Code Published by ICBO
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code Published by ICBO
UPC	Uniform Plumbing Code Published by IAPMO
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center
WEF	Water Environment Federation (formerly Water Pollution Control Federation)

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

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PROJECT MEETINGS
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SECTION 01200
PROJECT MEETINGS

PART 1. GENERAL

1.1 LOCATION & PURPOSE

- A. Project meetings will be held on site as often as deemed necessary by the Owner, Engineer or his representative throughout the construction period. Meetings will normally be held monthly. Contractor's representatives shall attend.
- B. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals, and job-related problems.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01300
SUBMITTALS
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SECTION 01300
SUBMITTALS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Pre-Bid Submittal for Equipment and Materials
- B. Submittal Procedures
- C. Construction Progress Schedules
- D. Product Data
- E. Shop Drawings
- F. Samples
- G. Design Data
- H. Test Reports
- I. Certificates
- J. Manufacturer's Instructions
- K. Manufacturer's Field Reports
- L. Erection Drawings

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control – Manufacturers' field services and reports.
- B. Section 01701 – Contract Closeout – Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 PRE-BID SUBMITTAL FOR EQUIPMENT AND MATERIALS

- A. Equipment model numbers or catalog numbers are listed in the specifications to identify a standard or quality required in this project. Alternate equipment or materials may be utilized by and furnished by the Contractor when such equipment or material has been approved by the Owner. Pre-bid submittals shall be submitted to the Engineer at least fifteen (15) calendar days prior to the bid opening. A list of submittals for substitute equipment will be issued by addendum. Submittals made less than fifteen (15) calendar days prior to the bid opening will not allow adequate time for evaluation, and will not be listed in the addendum.
- B. Listing above of substitute equipment does not constitute approval. Final approval will be made after bids are received if a substitute equipment affects the low bids and if the substitute equipment is determined to be equal to the specifications based on the pre-submittal received 15 days prior to the bid date. Alternate equipment bids shall include the cost of all changes in the structure, mechanical, electrical work, and other appurtenances, including engineering costs from redesign, for the accommodation of such equipment, as determined by the Engineer, at the expense of the Contractor.

-
- C. THE PRE-BID SUBMITTALS SHALL LIST ANY AND ALL DEVIATIONS FROM ITEMS SPECIFIED, AND THE ADVANTAGES TO BE DERIVED IF THE DEVIATION IS APPROVED. IF NO DEVIATIONS ARE NOTED, IT WILL BE ASSUMED THAT NO SUCH DEVIATIONS EXIST, AND THE FINAL SUBMITTALS WILL ALLOW NO DEVIATIONS.

1.4 SUBMITTAL PROCEDURES

- A. Deliver submittals to Engineer in acceptable form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes which have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.
- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals to concerned. Instruct recipients to promptly report any inability to comply with requirements.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in triplicate within 15 days after date Established in Notice to Proceed.

- B. After reviewed by the Engineer, revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of work or operation section of work, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with Submittal Procedures article above.
- B. Submit the number of copies which the Contractor requires, plus three (3) copies which will be retained by the Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.7 SHOP DRAWINGS

- A. Contractor shall submit the number of copies which the contractor requires, plus three (3) copies of each shop drawing to the Engineer for review. Three (3) copies

will be retained by the Engineer and all remaining copies will be returned to the contractor.

- B. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of shop drawings by Engineer shall not relieve Contractor of his responsibility for the accuracy of the shop drawings for the furnishing of all materials and equipment required by the contract even though such items may not be indicated on the shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp may be returned to the Contractor without review.
- F. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer.
- G. Schedule of Submittals – Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated submittal date and the desired approval date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.8 SAMPLES

- A. Samples for Review -
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples for Information –
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.

- C. Include identification on each sample, with full Product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Review samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.9 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.12 MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- C. Refer to Section 01400 – Quality Control, Manufacturers’ Field Services article.

1.13 MANUFACTURER’S FIELD REPORTS

- A. Submit reports for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 30 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.14 ERECTION DRAWINGS

- A. Submit drawings for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable work may be subject to action by the Engineer or Owner.

1.15 REVIEWED SHOP DRAWINGS

- A. Engineer Review –
 - 1. Acceptable submittals will be marked “Approved.” A minimum of three (3) copies will be retained by the Engineer for Engineer’s and the Owner’s use and the remaining copies will be returned to the Contractor.
 - 2. Submittals requiring minor corrections before the product is acceptable will be marked “Furnish as Corrected.” The Contractor may order, fabricate and ship the items included in the submittals provided the indicated corrections are made.
 - 3. Submittals marked “Revise and Submit” must be revised to reflect required changes and the initial review procedure repeated.
 - 4. The “Rejected” notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 5. Only two copies of items marked “Revise and Submit” and “Rejected” will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the

Contractor for resubmittal.

- B. No work or products shall be installed without a drawing or submittal bearing the “Approved” or “Furnish as Corrected” notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer’s stamp.
- C. Substitutions – In the event the Contractor obtains the Engineer’s approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor’s own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the “Approved” or “Furnish as Corrected” notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer’s review shall not relieve the Contractor of the responsibility of errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01370
SCHEDULES OF VALUES
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SECTION 01370
SCHEDULE OF VALUES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within 21 days after the effective date of the Agreement.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract

1.3 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8-1/2 inch x 11 inch or 8-1/2 inch x 17 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location
 - 2. Engineer and Project number
 - 3. Name and Address of Contractor
 - 4. Contract designation
 - 5. Date of submission
- B. Schedule shall list the installed value of the component parts of the Work in Sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of major products or operations under the item.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's

overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer.
 - b. The total installed value.

F. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
 1. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
 3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01400
QUALITY CONTROL
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SECTION 01400
QUALITY CONTROL

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards
- D. Testing laboratory services
- E. Manufacturer's field services

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals – Submission of manufacturers' instructions and certificates.

1.3 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instruction conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, date for receiving bids, date of Owner-Contractor Agreement when there are no Bids, date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES – NOT USED

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified on the Drawing in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of manufacturer's field service technician to Engineer 30 days in advance of required observations. Technician subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD

REPORTS article.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

END OF SECTION

SECTION 01510
TEMPORARY UTILITIES
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**SECTION 01510
TEMPORARY UTILITIES**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with City of Cornelia Regulations and Ordinances, and Habersham County Health Department Regulations.

PART 2. PRODUCTS

2.1 GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY

- A. The Owner's permanent electrical distribution system may be used for temporary electrical service with Owner's permission.
- B. The Contractor shall be responsible for the costs of all items necessary for installation, distribution and maintenance of temporary power. The cost of these items shall be factored into the project unit prices. Obtain and pay for all permits and inspections.

2.3 TEMPORARY WATER

- A. Contractor may use the Owner's hose bib at the pump station site for obtaining water, and shall furnish and install all equipment, pipe, valves and accessories as required for use of that water.
- B. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ASSE Standard 1015 and AWWA C510, latest revision. Protect piping and fittings against freezing as applicable to the work site.

- C. The first 10,000 gal. of water per month will be furnished to Contractor at no cost; however, excessive water use over 10,000 gal. per month will be billed to the Contractor at current water rates.
- D. Restore existing and permanent facilities used for temporary purposes to original condition.

2.4 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities at such places as approved by the Owner and in compliance with applicable laws and regulations.
- B. Contractor shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities. Contractor will not be allowed to use plant facilities.
- C. Provide facilities at time of site mobilization and modify and extend service as work progresses. Toilet facilities shall be enclosed, portable, self-contained units or temporary water closets and urinals, secluded from public view. Clean areas of facilities weekly and maintain in a sanitary condition. Provide toilet paper, paper towels, and soap in suitable dispensers.

PART 3. EXECUTION

3.1 GENERAL

- A. Comply with applicable requirements specified in Division 15 - Mechanical, and in Division 16 - Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

3.2 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

**SECTION 01560
ENVIRONMENTAL CONTROLS
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**SECTION 01560
ENVIRONMENTAL CONTROLS**

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall furnish all material and labor for the installation and maintenance of the environmental control measurements throughout the project.

1.2 SITE MAINTENANCE

- A. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

1.3 AIR POLLUTION CONTROL

- A. The Contractor shall not burn or discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority.

1.4 NOISE CONTROL

- A. Between 7:30 PM and 7:00 AM, noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE
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SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE

PART 1. GENERAL

- A. Equipment, products and materials shall be shipped, handled, stored, and installed in ways which will prevent damage to the items. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer.

PART 2. PRODUCTS

2.1 PIPE & VALVES

- A. Pipe, valves and appurtenances shall be handled, stored, and installed as recommended by the manufacturer. Pipes and valves with paint, tape coatings, linings or the like shall be stored to protect the coating or lining from physical damage or other deterioration. Pipes and valves shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.

PART 3. EXECUTION

3.1 EQUIPMENT

- A. Package and Marking
 - 1. All equipment shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to site. Each item or package shall be marked with the number unique to the specification reference covering the item.
 - 2. Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of equipment shall be delivered in assembled or subassembled units where possible.
- B. Identification
 - 1. Each item of equipment and valve shall have permanently affixed to it a label or tag with its equipment or valve number designated in this contract. Marker shall be of stainless steel. Location of label will be easily visible.
- C. Shipping
 - 1. Bearing housings, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt.
 - 2. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the work. The Contractor shall bear

the costs arising out of dismantling, inspection, repair, and reassembly.

D. Factory Applied Coatings

1. Unless otherwise specified, each item of equipment shall be shipped to the site of the work with the manufacturer's shop applied epoxy prime coating as specified in Section 09900. The prime coating shall be applied over clean dry surfaces in accordance with the coating manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats. Electrical equipment and materials shall be painted by manufacturer.

E. Storage

1. During the interval between the delivery of equipment to the site and installation, all equipment, unless otherwise specified, shall be stored in an enclosed space affording protection from weather, dust and mechanical damage and providing favorable temperature, humidity and ventilation conditions to ensure against equipment deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.
2. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation. Equipment shall be stored at least 6 inches above ground. Temporary power shall be provided to energize space heaters or other heat sources for control of moisture condensation. Space heaters or other heat sources shall be energized without disturbing the sealed enclosure.

F. Protection of Equipment after Installation

1. After installation, all equipment shall be protected from damage from, including but not limited to, dust, abrasive particles, debris and dirt generated by the placement, chipping, sandblasting, cutting, finishing and grinding of new or existing concrete, terrazzo and metal; and from the fumes, particulate matter, and splatter from welding, brazing and painting of new or existing piping and equipment. As a minimum, vacuum cleaning, blowers with filters, protective shieldings, and other dust suppression methods will be required at all times to adequately protect all equipment. During concreting, including finishing, all equipment that may be affected by cement dust must be completely covered. During painting operations, all grease fittings and similar openings shall be covered to prevent the entry of paint. Electrical switchgear, unit substation, and motor load centers shall not be installed until after all concrete work and sandblasting in those areas have been completed and accepted and the ventilation systems installed.

END OF SECTION

SECTION 01701
CONTRACT CLOSEOUT PROCEDURES
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SECTION 01701
CONTRACT CLOSEOUT PROCEDURES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 01300 – Submittal
- B. Section 01720 – Project Record Documents
- C. Section 01730 – Operation and Maintenance Data
- D. Section 01740 – Warranties and Bonds

1.3 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the Engineer for review. At the same time, the Contractor shall request in writing that the Engineer schedules a pre-final inspection.
- B. The Engineer will review the punch list submitted by the Contractor and determine if the project is substantially complete.
- C. If the Engineer determines that the project is not substantially complete, he will notify the Contractor in writing which items need to be finished before the project can be considered substantially complete. The Contractor shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the Engineer determines that the work is substantially complete, he will schedule a pre-final inspection with the Owner, Contractor and Engineer. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the Contractor shall send a request in writing to the Engineer to schedule a final inspection. When all punch list items are complete, the Engineer will issue a certificate of substantial completion.

1.4 FINAL COMPLETION

- A. When the Contractor considers that all of the work is complete, he shall submit the

following certificates:

1. All work has been completed and inspected for compliance with the Contract Documents and all deficiencies listed with the certificate of substantial completion have been corrected.
 2. All equipment and systems have been tested, adjusted and are fully operational.
 3. Owner's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
 4. Work is complete and ready for final inspection.
- B. Should Engineer's inspection find work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a request for another final inspection.
- D. When Engineer finds work is complete, he will process final pay request documents.

1.5 REINSPECTION FEES

- A. Should status of completion of work require reinspection by Engineer due to failure of work to comply with Contractor's claims on pre-final or final inspection, the Owner will back charge the Contractor for each extra reinspection required of the Engineer. The Contractor shall reimburse the Owner by certified check prior to final payment of retainage.

1.6 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities –
1. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
 2. Completed "Project Close Out" form as presented at the end of this section.
- B. Project Record Documents – Under provisions of Section 01720.
- C. Operation and Maintenance Data – Under provisions of Section 01730.
- D. Warranties and Bonds – Under provisions of Section 01740.
- E. Keys and Keying Schedule.

- F. Evidence of Payment and Release of Liens – In accordance with Conditions of the Contract.
- G. Consent of Surety to Final Payment – Consent of Surety is to be sent by Surety directly to Carter and Sloope to the attention of the Project Engineer.

1.7 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the Contractor shall give the Engineer a list of all additions or deletions not previously approved by change order.
- B. The Engineer will review this list and prepare a final closeout change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final closeout change order the Contractor may submit his application for final payment.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

PROJECT CLOSE OUT FORM
CHECK-OFF LIST

Document Received**	Number of Copies	Date
Contractor's Warranty	2 Originals	
Statutory Affidavit	2 Originals	
Non-Influence Affidavit	2 Originals	
Daily Observation Reports	2 Copies	
Consent of Surety to Final Payment	2 Copies	
Maintenance Manuals and Equipment Brochures	1 Copy	

**SECTION 01710
FINAL CLEANUP
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**SECTION 01710
FINAL CLEANUP**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Final cleanup of site.

1.2 DESCRIPTION

- A. Execute clean-up prior to inspection for Substantial Completion of the Work.

1.3 DISPOSAL REQUIREMENTS

- A. Remove and dispose of waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations.
 - 1. Do not burn or bury rubbish, trash, debris and waste materials on Project site.

PART 2. PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3. EXECUTION

3.1 PERIODIC CLEANING

- A. On a regular and frequent basis during progress of work, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from construction operations.
 - 1. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.
 - 2. Provide separate, closeable top metal containers for collection of oil and paint soaked rags; empty volatile substance cans and other waste products subject to spontaneous combustion.

3. Designate approved eating areas and provide covered containers conforming to local health codes for collection of waste paper and leftover foodstuffs. Enforce usage of containers by workmen.
- B. Dispose of scrap and waste materials, debris, rubbish and trash by one of the following optional methods:
 1. Provide services of company regularly engaged in refuse disposal operations, including usage of large metal dump-type trash containers.
 2. Use own forces and equipment for loading, hauling and disposal.
- C. Remove accumulations of scrap and waste materials as bins and containers are filled and not less than once per week.
 1. Remove containers containing products subject to spontaneous combustion daily.
 2. Remove containers containing waste paper and leftover foodstuff daily.
 3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
 4. Dispose of no materials in waterways.

3.2 DUST CONTROL – NOT USED

3.3 INSPECTION

- A. Prior to acceptance by Owner of any designated portion of Work, conduct inspection in presence of Owner to verify work is properly clean and ready for acceptance by Owner.

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS
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**SECTION 01720
PROJECT DOCUMENTS**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, Maintain at the site for Owner, two record copies of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Approved Change Orders, field orders or other modifications to the Contract
 - 5. Approved shop drawings, product data, and samples
 - 6. Field test records
 - 7. Inspection Certificates
 - 8. Manufacturer's certificates
- B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples. Records should be stored in a clean dry area with easy access.
- C. Document Files –
 - 1. Contract Drawings shall be maintained in a hanging stickfile.
 - 2. Specifications, addenda and Change Orders shall be filed in a "Banker Box" type file with hanging file folders.
 - 3. Shop drawings shall be filed in "Banker Box" hanging file with a separate file folder for each item. The Contractor shall maintain an index of shop drawings in the first folder. Each folder shall be labeled with the name of the

item and the specifications and/or drawing number.

4. Field tests and inspection certificates shall be maintained in separate file folders.
 5. All labels or indexes shall be typed or printed.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by Engineer.

1.3 RECORDING

- A. Record information on clean sets of blue line opaque drawings and contract specifications. Label each sheet of the Project Record Drawings in the lower right corner with the neatly printed words "PROJECT RECORD DRAWINGS."
1. Two (2) sets of Contract Documents and Drawings will remain clean without mark-up for record purposes. Contractor shall use an additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the Work. This marked-up set of Contract Documents and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the work as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of Engineer or Owner shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.
- B. Provide colored pens or pencils for marking each description of work.
1. The Contractor shall provide colored pencils for marking record copies of Contract Drawings and Specifications.
 2. Establish a color code denoting what trade will use what color, and show this on a schedule on the front sheet of the "PROJECT RECORD DOCUMENTS".
- C. Record information concurrently with construction progress. DO NOT CONCEAL ANY WORK UNTIL REQUIRED INFORMATION IS RECORDED.
- D. Contract Drawings and Shop Drawings – Legibly mark each item to record actual construction, including:
1. Measured horizontal and vertical locations of proposed improvements

utilities and appurtenances, referenced to permanent locations. Use stations and offsets or coordinates.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 3. Field changes of dimension and detail.
 4. Changes made by Modifications.
 5. Details not on original Contract Drawings.
 6. References to related shop drawings and Modifications.
- E. Prior to final construction observation, Contractor shall furnish to Engineer two (2) neatly marked sets of construction plans which accurately depict the conditions and records all changes made during construction. Engineer shall promptly notify Contractor in writing if additional information is required.
- F. Other Documents – Maintain manufacturer’s certifications, inspection certifications, and field test records, required by individual Specification sections.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01730
OPERATIONS AND MAINTENANCE DATA
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SECTION 01730
OPERATIONS AND MAINTENANCE DATA

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals.
- B. Section 01400 – Quality Control.
- C. Section 01701 – Contract Closeout Procedures.
- D. Section 01740 – Warranties and Bonds.
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under work of this contract.
- B. Binders – Commercial quality, 8-1/2 x 11 inch - three D side ring binders with durable plastic/cloth covers; 2" maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover – Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project, identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- E. Test – Manufacturer’s printed data, or typewritten data on 24-pound paper.
- F. Drawings – Provide with reinforced punched binder tab. Bind in with test; fold larger drawings to size of text pages.
- G. Arrange content by systems/process flow under section numbers and sequence of Table of Contents of this Project Manual.
- H. Provide three (3) sets of O & M Manuals.
- I. Manuals are to be delivered to the Engineer in complete sets as soon as they are available from the vendors. DO NOT WAIT UNTIL END OF JOB TO DELIVER MANUALS.

1.5 PROJECT CLOSEOUT NOTEBOOK

The Contractor shall provide two (2) project closeout notebooks which shall include the following:

- A. Table of Contents.
- B. Project Description.
 - 1. Project Title.
 - 2. Name, Address and Telephone number of Engineer.
 - 3. Name, Address and Telephone number of Engineer’s subcontractor.
 - 4. Name, Address and Telephone number of General Contractor.
 - 5. Name, Address and Telephone number of all subcontractors.
- C. List the name of each major item of equipment with the name, address and telephone number of each supplier. Make reference to O & M file folder.
- D. List of all shop drawings and name, address and telephone number of each supplier (make reference to file folder).
- E. List all warranties, guarantees and bonds. Include a copy of each. Also, include name, address and telephone number of surety providing Performance Bond.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes – Include product data, with

- catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance – Include manufacturer’s recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products – Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements – As specified in individual product specification Sections.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System – Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories – Provide electrical service characteristics, controls and communications.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures – Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements – Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer’s printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer’s parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor’s coordination drawings, with color-coded piping diagrams as installed.

- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Additional requirements – As specified in individual product specification Sections.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, provide necessary instruction to Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operations and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment, put into service during construction and operated by owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes in final form fifteen (15) days prior to final inspection. Copy will be returned after final inspection, with Engineer's comments. Review content of documents as required prior to final submittal.
- D. Submit four (4) copies of revised volumes of data in final form within ten (10) days after final inspection.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS
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SECTION 01740
WARRANTIES AND BONDS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 00700 – General Conditions –Warranties and correction of work.
- B. Section 01701 – Contract Closeout – Contract closeout procedures.
- C. Section 01730 – Operation and Maintenance Data.
- D. Individual Specifications Sections – Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8-1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents – Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- E. Provide plastic cardholder sleeve and insert business cards from all subcontractors and general contractors' personnel including on-site representative, project manager and owner of company. Insert into manual this "card file" after table of contents.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined. Provide three complete notebooks to the Engineer for distribution. The Owner will receive two copies and the engineer will retain one copy.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 09865
SURFACE PREPARATION AND SHOP PRIME PAINTING
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SECTION 09865
SURFACE PREPARATION AND SHOP PRIME PAINTING

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein and as shown on the drawings.

1.2 RELATED WORK

- A. Field painting is included in Section 09900 and 09910.

1.3 SUBMITTALS

- A. Submit to the ENGINEER for review in accordance with Section 01300 complete shop drawings, MANUFACTURER'S specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thickness.
- B. Submit to the ENGINEER for review in accordance with Section 01300 representative physical samples of the proposed primers.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Nonprimed Surfaces:
 - 1. Gears, bearings surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the ENGINEER up to the time of the final acceptance test.
- B. Compatibility of Coating Systems:
 - 1. Shop priming shall be done with primers that are guaranteed by the MANUFACTURER to be compatible with their corresponding primers and finish coats specified in Section 09900 for use in the field and which are recommended for use together. Tnemec Series 1 or Equal applies at 2.5 to 3.5 mils dry.

PART 3. EXECUTION

3.1 APPLICATION

A. Surface Preparation and Priming:

1. Nonsubmerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-6, "Commercial Grade," immediately prior to priming.
2. Submerged components scheduled for priming shall be sandblasted clean in accordance with SSPC-SP-IO "Near White," immediately prior to Priming.
3. Surfaces shall be dry and free of dust oil, grease dirt, rust, loose mill scale and other foreign material before priming.
4. Shop prime in accordance with approved paint Manufacturer's recommendations.

END OF SECTION

**SECTION 09900
PAINTING
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SECTION 09900
PAINTING**PART 1. GENERAL****1.1 SCOPE OF WORK**

- A. The work of this section consists of furnishing all materials, labor, equipment and incidentals required and performing all the painting necessary to complete this Contract in its entirety.
- B. It is the intent of these Specifications to paint all exposed miscellaneous metal, pipe, fittings, supports, valves, equipment and all other work obviously required to be painted except as otherwise specified. Minor items omitted in the schedule of work shall be included in the work of this Section where they come within the general intent of the specifications as stated herein.
- C. The following surfaces or items are not required to be painted:
 - 1. Portions of metal, other than aluminum, embedded in concrete. This does not apply to the back face of items mounted to concrete or masonry surfaces which shall be painted before erection. Aluminum to be embedded in or in contact with concrete or masonry shall be coated to prevent electrolysis.
 - 2. Stainless steel.
 - 3. Fencing.
 - 4. Tile.
 - 5. Interior and exterior concrete, unless otherwise specified, and heavy duty concrete topping.
 - 6. Finish hardware, except door closers that are not stainless steel.
 - 7. Manhole frames and covers.
 - 8. Fiberglass other than piping.
 - 9. Packing glands and other adjustable parts and nameplates of mechanical equipment.
 - 10. Galvanized conduit.
 - 11. Copper pipe.
 - 12. Galvanized pipe.
 - 13. Aluminum Handrail
 - 14. Interior Exposed or Buried PVC Pipe and Tubing
 - 15. HDPE Pipe

1.2 RELATED WORK

- A. Temporary project sign is included in Division 1.
- B. Waterproofing is included in Division 7.

-
- C. Shop priming and surface preparation by ferrous metals are included in the respective Section with the item to be primed.

1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
 - 1. SSFC-SP-1 Surface Preparation Specification - Solvent Cleaning
 - 2. SSPC-SP-2 Surface Preparation Specification - Hand Tool Cleaning
 - 3. SSPC-SP-3 Surface Preparation Specification - Power Tool Cleaning
- B. American Association of State Highway and Transportation Officials (AASHTO).
- C. Occupational Safety and Health Act (OSHA).
 - 1. Standards

1.4 SUBMITTALS

- A. Submit to the Engineer for review in accordance with Section 01300 shop drawings, working drawings, and product data including manufacturer's specifications and data on the proposed paint systems and detailed surface preparation, application procedures and dry film thickness.
- B. Submit to the Engineer for review in accordance with Section 01300 color cards, including standard and special colors, for initial color selections.
- C. Schedule of Painting Operations: Submit to the Engineer for review a complete Schedule of Painting Operations within 90 days after the Notice to Proceed. This Schedule is imperative so that the various fabricators may be notified of the proper Shop prime coat to apply. Properly notify and coordinate the fabricators' surface Preparation and painting operations with these Specifications. This Schedule shall include for each surface to be painted, the brand name, the percent volume of solids, the coverage and the number of coats the Contractor proposes to use in order to achieve the specified dry film thickness, and color charts. When the Schedule has been approved, apply all material in strict accordance with the approved Schedule and the manufacturer's instructions. Wet and dry paint film gauges shall be made available to the Engineer to verify the proper application while work is in progress.

1.5 PRE-PAINTING CONFERENCE

- A. Well in advance of commencement of painting operations, but after major equipment has been delivered, a pre-painting conference shall be held. All parties with an interest in the painting work shall attend including the Contractor, the Manufacturer, the Owner, the Engineer, and the painting subcontractor and his foreman the Contractor shall contact each party and arrange the meeting.

-
- B. The conference shall include an inspection of the areas to be painted by all parties and discussion of the conformance of each area with the specifications. Important issues such as environmental conditions climate control systems, original primer dry film thickness, and monitoring the number of coats that have been field applied shall be discussed and problems shall be resolved.
 - C. A written record of the meeting shall be submitted to the Engineer.

PART 2. PRODUCTS

2.1 MANUFACTURER

- A. All painting materials shall be fully equal to those manufactured by Tnemec Company, Inc., International / Devoe Coatings, or Carboline.
- B. Materials specified are those that have been evaluated for the specific service. Products of Tnemec Company, Inc., are listed to establish a standard of quality. Equivalent materials of other manufacturers may be utilized. Shop Drawings shall include manufacturers literature for each product giving the name, product number, generic type, descriptive information, solids-by-volume, recommended dry film thickness, and certified test reports showing results to equal the performance of the specified products listed herein.

2.2 MATERIALS

- A. All painting materials shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture and name. They shall be used without adulteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface and with the Engineer's approval before using.
- B. Shop priming shall be done with primers that are guaranteed by the finish coat Manufacturer to be compatible with the finish paints to be used.
- C. No paint containing lead will be allowed. Oil shall be pure boiled linseed oil.
- D. Work areas will be designated by the Engineer for storage and mixing of all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting wastes, and no plumbing fixture shall be used for this purpose.
- E. All recommendations of the paint manufacturer in regard to the health and safety of workmen shall be followed.

2.3 PAINTING SYSTEMS

All colors will be selected by the Engineer from color charts submitted by the Contractor.

The following surfaces shall have the types of paint scheduled below applied at the dry film thickness (DFT) in mils per coat noted. Some colors will require an additional coat from what is listed to get the proper color coverage.

A. Steel – Structural, Tanks, Pipe and Equipment

1. Exterior Exposed:

- Preparation - SSPC – SP6
- Primer - Series 1, DFT 2.0 to 3.0 mils
- Immediate - Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
- Finish - Series 1075U Endurashield II, DFT 2.0 to 5.0 mils
- Total DFT - 6.0 to 11.0 mils

2. Interior Exposed:

- Preparation - SSPC – SP6
- Primer - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Total DFT - 6.0 – 10.0 mils

3. Immersion:

- Preparation - SSPC – SP10
- Primer - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
- Total DFT - 7.0 to 11.0 mils

4. Below Grade:

- Preparation - SSPC – SP10
- Finish - Series 46H – 413 Hi-Build Tnemec-Tar, DFT 14.0 to 20.0 mils

B. Factory Primed Steel – Doors, Frames & Miscellaneous Equipment

1. Exterior Exposed:

- Preparation - Clean and Dry
- Primer - Factory Primed
- Immediate - Series 135 Chembuild, DFT 3.0 to 4.0 mils
- Finish - Series 1075U Endura-Shield II, DFT 2.0 to 3.0 mils
- Total DFT - 5.0 to 7.0 mils

2. Interior Exposed:

- Preparation - Clean and Dry
- Primer - Factory Primed
- Intermediate - Series 135 Chembuild, DFT 3.0 to 4.0 mils

Finish	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Total DFT	-	5.0 to 7.0 mils

C. Galvanized Steel and Non-Ferrous Metal –Miscellaneous Fabrications

1. Exterior Exposed:

Preparation	-	Per Manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Finish	-	Series 1075U Endura-Shield, DFT 2.0 to 3.0 mils
Total DFT	-	4.0 to 6.0 mils

2. Interior Exposed:

Preparation	-	Per manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Total DFT	-	4.0 to 6.0 mils

3. Immersion:

Preparation	-	SSPC-SP1 followed by abrasive blast
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Total DFT	-	7.0 to 11.0 Mils

D. Ductile or Cast Iron - Pipe, Pumps and Valves

1. Exterior Exposed:

Preparation	-	Per manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Intermediate	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Finish	-	Series 1075U Endura-Shield, DFT 2.0 to 3.0 mils
Total DFT	-	9.0 to 14.0 mils

4. Below Ground:

Refer to Section 02500 if applicable.

5. Interior Exposed and/or Immersion:

Preparation:	-	Pre manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Total DFT	-	7.0 to 11.0 mils

E. Masonry – CMU

1. Exterior Exposed:

Preparation	-	Clean and Dry
Primer	-	Series 130 Envirofill, DFT 60 – 80 sq ft./gal
Intermediate	-	Series 156 Enviro-Crete, DFT 4.0 to 8.0 mils

- Finish - Series 156 Enviro-Crete, DFT 4.0 to 8.0 mils
- Total DFT - 8.0 to 16.0 mils plus filler

2. Interior Exposed:

- Preparation - Clean and Dry
- Primer - Series 130 Envirofill, DFT 60 – 80 sq ft./gal
- Intermediate - Series N69 Hi-Build Epoxoline, DFT 3.0 to 4.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 3.0 to 4.0 mils
- Total DFT - 6.0 to 8.0 mils plus filler

F. Wood

1. Interior or Exterior Exposed:

- Preparation - Clean and Dry
- Primer - Series 10-99W Tnemec Primer, DFT 2.0 to 3.5 mils
- Finish - Series 1029 Tnemec-Cryl, DFT 2.0 to 3.0 mils
- Total DFT - DFT 4.0 to 6.5 mils

G. PVC – Pipe and Valves

1. Exterior Exposed

- Preparation - Scarify
- Primer - Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils.
- Finish - Series 1075U Endura-Shield II, DFT 2.0 to 3.0 mils.
- Total DFT - 4.0 to 6.0 mils

H. Secondary Containment Areas

- 1. Preparation - Scarify concrete to a CSP 3-5 minimum standard. Prior to coating, the substrate must be clean, dry and free of all contaminants.
- Primer - Series 201 at 4.0 – 12.0 mils
- Base Coat - Series 239 SC (Resin) at 6.0 – 12.0 mils
- Fiberglass Reinforcement - ¾ oz. chopped strand fiberglass mat
- Saturant Coat - Series 239 SC (Resin) at 6.0 – 12.0 mils
- Topcoat - Series 282 at 4.0 – 8.0 mils
- Total DFT - 65 mils

I. Concrete Floors-

- 1. Preparation - Scarify concrete to a CSP 3-5 minimum standard. Prior to coatings, the substrate must be clean, dry and free of all contaminants.
- Primer - Series 281 at 10.0 – 12.0 mils
- Topcoat - Series 281 at 10.0 – 12.0 mils
- Total DFT - 20 – 24 mils

Any surfaces not specifically named in the Schedule and not specifically excepted shall be prepared, primed and painted in the manner and with materials consistent with these Specifications. The Engineer shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used for such unnamed surfaces. No extra payment shall be made for this painting.

2.4 COLOR CODING FOR PIPES AND EQUIPMENT

- A. When color coding is specified, it shall consist of color code painting and identification of all exposed conduits, trough items and pipelines for the transport of gases, liquid and semi-liquids including all accessories such as valves, insulated pipe coverings, fittings, junction boxes, bus bars, connectors and all operating accessories which are integral to be whole functional mechanical pipe and electrical conduit system. Colors shall be as noted in the Paint and Color Coding Schedules attached at the end of this Section.
- B. All hangers and pipe support floor stands shall be painted the same color and with the same paint as the pipe it supports. The system shall be painted up to but not including the flanges attached to the mechanical equipment nor the flexible conduit connected to electrical motors. When more than one pipe system is supported on the same bracket, the bracket shall be painted the same color as the adjacent wall or ceiling. Colors shall be as noted in the Paint and Color Coding Schedule.
- C. All systems which are an integral part of the equipment, that is originating from the equipment and returning to the same piece of equipment, shall be painted between and up to but not including, the fixed flanges or connections on the equipment.
- D. The color code establishes, defines and assigns a definite color for each category of pipe. Pipelines which are not listed on the Schedule of Color Code Paints shall be assigned a color by the Engineer and shall be treated as an integral part of the Contract.
- E. Banding for pipes shall be as specified in the Paint and Color Coding Schedule. Bands shall be 2 inches wide and spaced at 2 feet on center.
- F. Color Schedule

Item	Color
Raw Water	110GN Clover
Settled or Clarified Water	10GN Aqua Sky
Finished or Potable Water	11SF Safety Blue
Alum/Primary Coagulant	04SF Safety Orange
Ammonia	11WH White
Carbon Slurry	35GR Black
Caustic	02SF Safety Yellow with 09SF Safety Green band
Chlorine Gas	02SF Safety Yellow

Fluoride	25BLFountainbleu with 06SF Safety Red Band
Lime Slurry	37GN Irish Spring
Ozone	02SF Safety Yellow with 04SF Safety Orange band
Phosphate Compounds	37GN Irish Spring with 06SF Safety Red band
Polymers or Coagulant Aids	04SF Safety Orange with 09SF Safety Green band
Potassium Permanganate	14SF Purple Rain/Safety
Soda Ash	37GN Irish Spring with 04SF Safety Orange band
Sulfuric Acid	02SF Safety Yellow with 06SF Safety Red band
Sulfur Dioxide	37GN Irish Spring with 02SF Safety Yellow band
Compressed Air	91GN Balsam
Gas	28RD Monterrey Tile
Other Lines	32GR Light Gray
Hoists/Trolleys	02SF Safety Yellow
Fire Protection	06SF Safety Red
Alum Sludge	84BR Weathered Bark
Waste/Drain Lines	68BR Twine
Other Lines	As Selected by Engineer

2.5 LETTERING OF TITLES

- A. Each pipe system shall be labeled with the name of the materials in each pipeline and alongside this an arrow indicating the direction of flow of liquids. Titles shall be as so described in attached schedule. Titles shall not be located more than 20 linear feet apart and shall also appear directly adjacent to each side of any wall the pipeline breaches, adjacent to each side of the valve regulator, flowcheck, strainer cleanout, and all pieces of equipment.
- B. Titles shall identify the contents by complete name. Identification title locations shall be determined by the Engineer but in general they shall be placed where the view is unobstructed and on the two lower quarters of pipe or covering where they are overhead. Title should be clearly visible from operating positions especially those adjacent to control valves.
- C. Titles on equipment shall be applied at eye level on machines where possible or at the upper most broad vertical surface of low equipment. Where more than one piece of the equipment item to be titled exists, the items shall be numbered consecutively as indicated on the mechanical drawings or as directed by the Engineer; for example Pump No. 1, Pump No. 2, etc. Titles shall be composed and justified on the left hand side as follows: Pump No. 1
- D. Application of titles.
 1. The color of the titles shall be black or white as approved, to best contrast with the color of the pipes and equipment and shall be stencil applied.

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2. Stencil text is to be in ALL CAPS worded exactly as shown in the Schedule. Titles are to be printed in a single line.
 3. Letter sizes

Outside Diameter of Pipe or Covering (inches)	Size of Legend Letters (inches)
3/4 to 1-1/4	1/2
1-1/2 to 2	3/4
2-1/2 to 6	1-1/4
8 to 10	2-1/2
More than 10	3-1/2

Equipment titles are to be two inches high.

4. Arrow sizes. Where "a" is equal to 3/4 of outside diameter of pipe or covering, the arrow shaft shall be 2 "a" long by 3/8 "a" wide. The arrow head shall be an equilateral triangle with sides equal to "a." Maximum "a" dimension shall be 6 inches.
5. When using direction arrows, point arrowhead away from pipe markers and in direction of flow. If flow can be in both directions, use a double-headed directional flow.

2.6 METAL TAGS

- A. For pipelines smaller than 3/4-inch in diameter, securely fasten metal tags, 2-1/2-inches x 1/2-inches, of 17 Birmingham Stubs Gage Brass with lettering etched and filled with enamel. Tags shall be approved by the Engineer.

2.7 FABRICATED EQUIPMENT

- A. Unless otherwise indicated all fabricated equipment shall be shop primed and shop or field finished.
- B. All items to be shop primed shall be thoroughly cleaned of all loose material prior to priming. If, in the opinion of the Engineer, any prime coating shall have been improperly applied or if material contrary to these Specifications shall have been used, that coating shall be removed by sandblasting to white metal and reprimed in accordance with the Specifications.
- C. All shop prime coats shall be of the correct materials and applied in accordance with these Specifications. Remove any prime coats not in accordance with these Specifications by sandblasting and apply the specified prime coat at no additional cost to the Owner.

-
- D. Shop primed surfaces shall be cleaned thoroughly and damaged or bare spots retouched with the specified primer before the application of successive paint coats in the field.
 - E. Be responsible for and take whatever steps are necessary to properly protect the shop prime and finish coats against damage from weather or any other cause.
 - F. A shop finish coat shall be equal in appearance and protection quality to a field applied finish coat. If, in the opinion of the Engineer, a shop finish coat does not give the appearance and protection quality of other work of similar nature, prepare the surfaces and apply the coat or coats of paint as directed by the Engineer to accomplish the desired appearance and protection quality. Submit to the Engineer substantial evidence that the standard finish is compatible with the specified finish coat.
 - G. Wherever fabricated equipment is required to be sandblasted, protect all motors, drives, bearings, gears, etc., from the entry of grit. Any equipment found to contain grit shall be promptly and thoroughly cleaned.

PART 3. EXECUTION

3.1 PREPARATION OF SURFACES

- A. All surfaces to be painted shall be prepared as specified herein or in Section 09865 and shall be dry and clean before painting. Special care shall be given to thoroughly clean interior concrete and concrete block surfaces of all marks before application of finish.
- B. All metal welds, blisters, etc., shall be ground and sanded smooth in accordance with SSPC-SP-3 or in difficult and otherwise inaccessible areas by hand cleaning in accordance with SSPC-SP-2. All pits and dents shall be filled and all imperfections shall be corrected so as to provide a smooth surface for painting. All rust, loose scale, oil, grease and dirt shall be removed by use of approved solvents, wire brushing or sanding.
- C. Concrete surfaces shall have been finished as specified in Division 3. Report unsatisfactory surfaces to the Engineer. Concrete shall be free of dust, oil, curing compounds, and other foreign matter.
- D. Concrete black surface shall be smooth and cleaned of all dust, efflorescence, chalk, loose mortar, dirt, grease, oil, tar and other foreign matter.
- E. All plastic pipe surfaces shall be lightly sanded before painting.
- F. Wood Surfaces shall be dry. Sand to obtain a smooth surface. All encrustations shall be removed.

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- G. Exposed Pipe: Bituminous coated pipe shall not be used in exposed locations. Pipe which shall be exposed after project completion shall be primed in accordance with the requirements herein. Any bituminous coated pipe which is inadvertently installed in exposed locations shall be sandblasted clean before priming and painting. After installation all exterior, exposed flanged joints shall have the gap between adjoining flanges sealed with a single component polysulfide sealant to prevent rust stains.
- H. Primed or Previously Painted Surfaces and Nonferrous Surfaces: All coated surfaces shall be cleaned prior to application of successive coats. All nonferrous metals not to be coated shall be cleaned. This cleaning shall be done in accordance with SSPC-SP-1, Solvent Cleaning.
- I. Shop-Finished Surfaces: All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be "Hand Cleaned" and then touched up with the same materials as the shop coat. All shop coated surfaces which are faded, discolored, or which require more than minor touch-up in the opinion of the Engineer shall receive new surface preparation before being repainted. Cut edges of galvanized sheets and exposed threads and cut ends of galvanized piping, electrical conduit, and metal pipe sleeves, that are not to be finished painted, shall be "Solvent Cleaned" and primed with zinc dust-zinc oxide metal primer.
- J. Galvanized and Zinc-Copper Alloy Surfaces: These surfaces to be painted shall be "Solvent Cleaned" and treated as hereinafter specified. Such surfaces not to be painted shall be "Solvent Cleaned."
- K. Aluminum embedded or in contact with concrete must be painted with one shop coat of zinc chromate followed by one heavy coat of aluminum pigmented asphalt paint.

3.2 WORKMANSHIP

- A. General:
1. Primer and paint used for a particular surface shall, in general, be as scheduled for that type of new surface. Confirm with the paint manufacturer that the paint proposed for a particular repaint condition will be compatible with existing painted surface. Sample repainted areas on the actual site will be required to insure this compatibility. Finished repainted areas shall be covered by the same guarantee specified for remainder of work.
 2. At the request of the Engineer, samples of the finished work prepared in strict accordance with these Specifications shall be furnished and all painting shall be equal in quality to the approved samples. Finished areas shall be adequate for the purpose of determining the quality of workmanship. Experimentation

with color tints shall be furnished to the satisfaction of the Engineer where standard chart colors are not satisfactory.

3. Protection of furniture and other movable objects, equipment, fittings and accessories shall be provided throughout the painting operations. Canopies of lighting fixtures shall be loosened and removed from contact with surface, covered and protected and reset upon completion. Remove all electric plates, surface hardware, etc., before painting, protect and replace when completed. Mask all machinery name plates and all machined parts not receiving a paint finish. Dripped or spattered paint shall be promptly removed. Lay drop cloths in all areas where painting is being done to adequately protect flooring and other work from all damage during the operation and until the finished job is accepted.
4. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by brush. Deficiencies in film thickness shall be corrected by the application of an additional coat(s). On masonry, application rates will vary according to surface texture, however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.
5. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
6. Only skill painters shall be used on the work and specialists shall be employed where required.

B. Field Priming:

1. Steel members, metal castings, mechanical and electrical equipment and other metals which are shop primed before delivery at the site will not require a prime coat on the job. All piping and other bare metals to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting schedule.
2. Equipment which is customarily shipped with a baked-on enamel finish or with a standard factory finish shall normally be field painted unless the prefinished equipment is specifically color selected and unless the finish has not been damaged in transit or during installation. Surfaces that have been

shop painted and have been damaged or where the shop coats or coats of paint have deteriorated, shall be properly cleaned and retouched before any successive painting is done on them in the field. All such field painting shall match as nearly as possible the original finish.

C. Field Painting:

1. All painting at the site shall be designated as Field Painting.
2. All paint shall be at room temperature before applying, and no painting shall be done when the temperature is below 50 degrees F, in dust-laden air, when rain or snow is falling, or until all traces of moisture have completely disappeared from the surface to be painted.
3. Successive coats of paint shall be tinted so as to make each coat easily distinguishable from each other with the final undercoat tinted to the approximate shade of the finished coat.
4. Finish surfaces shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with No. 00 sandpaper or equal to remove defects and provide a smooth even surface. Top and bottom edges of doors shall be painted and all exterior trim shall be back-primed before installation.
5. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection. All exterior concrete and masonry paint shall be performed at one continuous manner structure by structure. Materials subject to weathering shall be prime coated as quickly as possible. Surfaces of exposed members that will be inaccessible after erection shall be cleaned and painted before erection.
6. All materials shall be brush painted unless spray painting is specifically approved by the Engineer. The Contractor shall be responsible for all damage caused by overspray or drifting.
7. All surfaces to be painted as well as the atmosphere in which painting is to be done shall be kept warm and dry by heating and ventilation, if necessary, until each coat of paint has hardened. Any defective paint shall be scraped off and repainted in accordance with the Engineer's directions.
8. Before final acceptance of the work, all damaged surfaces of paint shall be cleaned and repainted as directed by the Engineer.

3.3 CLEANUP

- A. The premises shall at all times be kept free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting remove all

tools, scaffolding, surplus materials, and all rubbish from and about the buildings and leave work "broom clean" unless more exactly specified.

- B. Upon completion, remove all paint where it has been spilled, splashed or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc., leaving the work ready for inspection.

3.4 ONE YEAR WARRANTY

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Engineer and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Engineer in accordance with manufacturer's instructions.

END OF SECTION



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: Contract Amount of \$270,000 for the Cultural Arts Center

FROM ACCOUNT: Non-Departmental Budget using code 100-15110-521100 for Consultant Fees for \$50,000. Contract Amount of \$270,000 for the Cultural Arts Center

PRESENTER: Lindell Y. Miller/Mayor Anthony Ford

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL NUMBER (RFP) 18RFP111918-DRR-COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER

BACKGROUND INFORMATION:

The City Manager's Office is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 18RFP111918-DRR, Community Development Construction Project Manager with Keck & Wood, Inc. RFP Number, 18RFP111918-DRR for Community Development Construction Project Manager was approved by Council on May 13th, 2019.

The initial contract term of the Agreement is for one (1) year, with one (1) year automatic renewal options.

STAFF RECOMMENDATION:

The City Manager's Office is requesting City Council's approval to renew the term Contract pursuant to Request For Proposal (RFP) Number 18RFP111918-DRR, Community Development Construction Project Manager, between Keck & Wood, Inc, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The initial contract term of the Agreement is for one (1) year, with one (1) year automatic renewal options.

The contract expires December 2021. The City Manager's office is requesting a contract renewal through December 2022, and the Procurement renewal process of this contract was approved by the City Manager.

On August 31, 2021, the Council approved the proposal from Keck & Wood, Inc, for the amount of \$270,000, to provide Professional Services from Keck & Wood, Inc, for Program Management Services for the design bidding and construction of the Stockbridge Cultural Center.

The purpose of this contract is to provide project management to include but not limited to Under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the City Manager's office.

The City Manager's office has determined that Keck & Wood, Inc, has performed all work in accordance with the contract requirements, and have provided quality service to the City.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

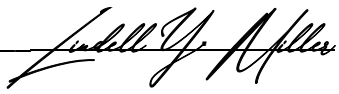
Exhibit 1 – Keck & Wood Proposal

Exhibit 2 – Contract Agreement

Exhibit 3 - User Department Request to renew

Fiscal Impact: Funds will be provided from Non-Departmental Budget using code 100-15110-521100 for Consultant Fees for \$50,000. Contract Amount of \$270,000 for the Cultural Art Center.

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign_____
PROCUREMENT YES		NO	or N/A Sign <u></u>
FINANCE DEPT: YES		NO	or N/A Sign_____
CITY MANAGER: YES		NO	or N/A Sign_____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 29, 2019 ("Effective Date") between City of Stockbridge ("Owner") and Keck & Wood, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Construction Project Manager ("Project").

Engineer's services under this Agreement are generally identified as follows: Perform the primary job summary under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Owner and the public; and performs other duties as assigned by the Owner. Assist the Owner to launch the Plan, establish its program definition, budget and schedule, and direct and control the various tasks required for implementation and completion of the Plan. The attached RFP response is hereby incorporated into the agreement and as part of the definition of services. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time, or within a specific time specified in individual assignments.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. This Agreement shall automatically terminate on December 31, 2019 and on each succeeding December 31. It will automatically renew on January 1, 2020, and each succeeding January 1 unless terminated in accordance with its terms.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner

fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1 shall apply from the date of this agreement until December 31, 2019. After December 31, 2019, the Standard Hourly Rates for the Engineer shall be adjusted annually on January 1 to reflect equitable changes in compensation due to inflation. The adjustment shall be less than or equal to the change in the Consumer Price Index published by the U.S. Department of Labor for the period.
3. For services and reimbursable expenses of Sub-consultants employed by the Engineer, the amount billed to the Engineer therefore times a factor of 1.10.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stockbridge

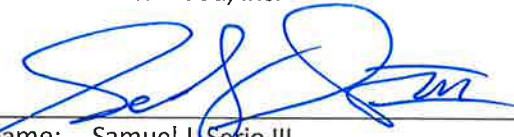
Engineer: Keck & Wood, Inc.

By: 

Print name: Anthony S. Ford

Title: Mayor

Date Signed: 10/28/2019

By: 

Print name: Samuel J. Serio III

Title: Vice President

Date Signed: 5/29/2019

Address for Owner's receipt of notices:

City of Stockbridge

Finance Department

4640 North Henry Boulevard

Stockbridge, Georgia 30281

Address for Engineer's receipt of notices:

Keck & Wood, Inc.

3090 Premiere Parkway

Suite 200

Duluth, Georgia 30097


Vanessa K. Holiday
10/29/2019





Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
August 31, 2021 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, AUGUST 31, 2021 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Draft Minutes July 6, 2021
- 2 Draft Minutes July 12, 2021
- 3 Draft Minutes July 27, 2021

PUBLIC COMMENTS - All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

PRESENTATION

- 4 Emergency Preparedness - Henry County - Presented by: Don Ash Henry County EMA Director

PUBLIC HEARING

- 5 Council Consideration to approve the Annual 2021-2026 (STWP) Short-Term Work Program & (CIE) Capital Improvement Element Update for Transmission to the ARC (Atlanta Regional Commission) - Presented by: Brecca Johnson

NEW BUSINESS

- 6 Council Consideration to approve the Voting Precinct Changes for Stockbridge Municipal Elections - Presented by: Vanessa Holiday, Quinton Washington, Jeremy Berry
- 7 Council Consideration to Amend Section 11.26 of the Stockbridge Code of Ordinances - Presented by: Quinton Washington
- 8 Council consideration to approve Task Order No. 35 with Carter & Sloope - Wastewater Treatment Plant Pole Barn Design in the amount of \$62,500.00 - Presented by: Decius Aaron, Brad Holtsinger
- 9 Council consideration to approve Site Engineering to raise fifty-eight (58) manholes throughout the City in the amount of \$93,300.00 - Presented by: Decius Aaron, Brad Holtsinger
- 10 Council Consideration to approve TSW Architectural On-Call Services - City of Stockbridge No. 22 Project Assignment Agreement for Cultural Art Center Design, Construction Documents, & Construction Administration - Presented by: Randy Knighton
- 11 Council Consideration to approve Keck & Wood, Inc. for professional services in assisting the City with Program Management Services for the Design, Bidding, and Construction of the Stockbridge Cultural Arts Center. - Presented by: Randy Knighton
- 12 Council Consideration to appoint members to the Main Street Advisory Board - Presented by: Kira Harris- Braggs
- 13 Council Consideration to amend Procurement Manual Revisions - Presented by: Jeremy Berry, Quinton Washington

MAYOR'S COMMENTS (Mayor Anthony Ford)**EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)**

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Sept 10) □ City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month

(Sep 14) □ Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Sep 8) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Sep 23) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Sep 28).
CITY EVENT/INITIATIVES Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) this Saturday and every Saturday through September 25th at 8 a.m. at Clark Park 111 Davis Rd. Here's your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, September 20, 2021 from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900. Stockbridge Amphitheater Grand Opening featuring Award-Winning Musical Giants Gladys Knight and Patti Labelle, Saturday, September 25th at 7:00 p.m.

ADJOURNMENT



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 31, 2021

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST V
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☒ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Randy Knighton City Manager

DEPARTMENT: Executive

ITEM/PROJECT/EVENT:

Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center.

BACKGROUND INFORMATION:

Proposal to provide professional services form Keck and Wood the city Project Manager in assisting the City of Stockbridge ("City") with Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center

SIGNATURES:

CITY MANAGER 

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

\$270,000

ATTACHMENTS: 

June 7, 2021

Mr. Randy Knighton, City Manager
City of Stockbridge

Sent via email: rknighton@cityofstockbridge-ga.gov

Re: Task Order Proposal – Cultural Arts Center
K+W Ref. No. 211020.00

Dear Mr. Knighton:

Keck & Wood, Inc. (“K+W”) appreciates this opportunity of presenting a proposal to provide professional services in assisting the City of Stockbridge (“City”) with Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center. Consideration of our firm for this assignment is most appreciated. This assignment will be performed under the terms and conditions of the Agreement signed by the City of Stockbridge and Keck & Wood, Inc. on May 29, 2019 and renewed on March 29, 2021.

Scope of Services: During the Design Phase K+W will:

- coordinate, on behalf of the Owner, obtaining sources to conduct due diligence activities,
- assist the Owner and Architect in developing the program requirements of the project,
- provide service as requested by the Owner, including assisting in land acquisitions, zoning, permitting, etc.,
- provide frequent reporting (as requested by the Owner), to Owner’s agents, including the City Manager and the City Council,
- develop, with the input of the Architect, a preconstruction schedule which will establish the timeline of activities leading up to the start of construction. This schedule will also include activities and milestones for decisions and actions by the Owner,
- determine a meeting schedule for the purpose of reviewing the progress of the program and for deliberating and deciding pertinent issues,
- keep notes of the meetings and issue minutes which will document all decisions made,
- will review the information that is completed by the Architect as a part of the Design Development. This includes: developing the basis for structural components, identifying exterior building components and materials, identifying interior finish materials, door and window schedules, reflected ceiling plans, roof plans, interior and exterior wall sections and schedules, narratives and basic design of building systems (air-conditioning, plumbing, electrical systems, etc.),
- oversee the activities of the Architect during the Design Phase,
- facilitate obtaining budget costs from the Architect based on the documents provided by the Architect, and approved by the Owner, at the end of the Schematic Phase,
- Develop and maintain Owner’s overall project budget.
- Provide monthly updates and reports reflecting budget updates, committed expenditures, and actual expenditures. Report will include a projected total project over/under report,
- Provide cash flow projections and analysis at points required by the Owner and/or owner’s financing agent,

- obtain progress sets from the Architect at various intervals during the Design Phase to ensure the progress of the documents, and to review the details for compliance with the Owner's program, to provide input on the viability of the details, and look for long term operations and maintenance concerns,
- participate in a pricing exercise and review a revised budget model based on the documents provided by the Architect, and approved by the Owner, at the end of the Design Phase,
- Upon completion of the Construction Documents, host a review session with the Owner to review the Documents. The Owner's program will be reviewed, and the documents analyzed to ensure conformance.

During the Construction Phase K+W will:

- convene weekly meetings with the Architect and the Owner, issue minutes of these meetings. The meetings will include a discussion of quality issues, the schedule, change order pricing, information requests, the submittal and procurement process, and other miscellaneous items,
- make quality control inspections before each meeting,
- make unscheduled job inspection visits at other times,
- evaluate the schedule each week and will advise the Owner,
- advise the Owner on the timing of decisions required. These may include color selections, keying systems, scope changes, signage requirements, etc.,
- Update Owner's overall project budget.
- obtain pricing from the Architect for any change order work that arises,
- make cost evaluations in conjunction with the Architect. All change order pricing will be discussed with the Owner prior to issuing to the Architect.
- Review "as-built" plans weekly for accuracy
- Provide monthly updates and reports reflecting budget updates, committed expenditures, and actual expenditures. Report will include a projected total project over/under report.

Compensation: Compensation for work performed shall be 1.5% of the budgeted \$18,000,000 project cost (\$270,000) according to the estimated hours noted in the chart below. Once per month during the existence of the contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the project though the invoice period. Should additional services be required, we are happy to provide those services according to our hourly rate schedule or an agreed upon lump sum. Our proposed fees are as follows:

	Hours per Phase
Task	
Design Phase	520
Construction Phase	848
Total Hours	1368
Total Cost	\$270,000.00

Schedule: Design and Permitting 12-15 Months, Construction 12 -14 Months – Total 24-29 Months

Please contact me if you have any questions or concerns at 770-712-2004.

Sincerely,
KECK & WOOD, INC.

A handwritten signature in blue ink, appearing to read 'Eric C. Pitts', with a stylized flourish at the end.

Eric C. Pitts, P.E.
Vice President

CITY OF STOCKBRIDGE



**RFP # 18RFP111918-DRR
COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER**

**RFP ISSUANCE DATE:
NOVEMBER 19, 2018**

**PRE-PROPOSAL CONFERENCE DATE:
DECEMBER 5, 2018 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
DECEMBER 7, 2018 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:
DECEMBER 20, 2018 @ 12:00 P.M. EST (NOON)**

CONSULTANTS INTERVIEWS WILL BE CONDUCTED DURING 01/07/19 – 01/11/19

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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SECTION 1 INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Consultants (“Consultant” or “Consultants”) by the City of Stockbridge (“City”) is seeking a PROJECT MANAGER for COMMUNITY DEVELOPMENT within the City of Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Consultant acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Consultant and team member shall have the minimum experience set forth in this RFP.
4. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Consultant:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Consultant to form an agreement. This solicitation is only an invitation for offers from interested Consultants and no offer shall bind the City. A Consultant’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
6. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
7. **Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Wednesday, December 20, 2018.** Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, December 4, 2018 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall – 2nd Floor City Council Meeting Hall – 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Consultants responding to this RFP; however, Consultants are encouraged to attend. During the Pre-Qualification Conference, the general requirements of the project will be discussed. Any questions raised by potential Consultants will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. Each Consultant must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be

subsequently incorporated into an addendum to the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Friday, December 7, 2018 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Consultants by addendum. Verbal responses are not authoritative. It is the responsibility of each Consultant to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Consultant may rely on any verbal response to any question submitted concerning this RFP. All Consultants and representatives of Consultants are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Consultant concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Consultant, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Consultants.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]"
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B: Insurance. Consultant must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Consultant, if any. For purposes of this section, "Consultant" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Consultant is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Consultant and its consideration of such information in determining whether a Consultant is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Consultant and attached to this RFP. Further, if this RFP requires a successful Consultant that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Consultant must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Consultant if an Agreement is awarded to it Consultant.
- 14. Sub-Contractors and Manufacturers:** Consultants are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Proposal Documents:

- 15.1. Each Consultant is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Consultant, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Consultant shall promptly notify City in writing should the Consultant find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Consultants;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Consultant must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

16. Oral Presentations/Interviews: Responsive Consultants may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Consultant's proposal, and those with decision making ability and authority speak on behalf of and to bind the Consultant, must be active participants in the oral presentation. The City will notify responsive Consultants of the date, time and location for the presentation, and will supply an agenda or topics for discussion. **Interviews will be conducted during the week of January 7 – January 11, 2019.**

17. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Consultant an Agreement for execution. All Consultants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Consultants response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Consultant should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Consultant by the City of Stockbridge City Council, the City will provide the Consultant with five (5) unsigned agreements. The Consultant shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

18. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Consultants. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

-
- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Consultant must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Consultant is such that Consultant is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Consultant must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Consultant itself. Where the business structure of a Consultant does not require it to obtain an EIN, each entity comprising Consultant must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Consultants intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
- 20. Business License:** Consultant is requested to submit a copy of its current, valid business license with its Proposal. If the Consultant is a Georgia corporation, Consultant is requested to submit a valid City or city business license. If Consultant is a joint venture, Consultant is requested to submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 21. Professional License:** Consultant must attach a copy any professional license required by this RFP with its response.
- 22. Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 23. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
- 24. Conflict of Interest:** Consultants are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #18RFP111918-DRR, Community Development Construction Project Manager for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Consultants, and the Notice to Consultants concerning Conflicts of Interests, successful Consultants under this RFP are not precluded from responding to such solicitations.
- 25. Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.

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- 26. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Consultant's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Consultant during discussions or negotiations may be held by the City as contractually binding upon Consultant. The City may seek clarification from a Consultant at any time during the procurement process, and failure of a Consultant to timely respond may be cause for rejection of Consultant's proposal.

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SUBMITTAL CHECKLIST

RFP #18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each Consultant to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Consultants printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. **The Cost Proposal must be submitted in a Separate and Sealed envelope.** Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES & 5 DIGITAL COPIES)	_____
4. REQUIRED FORM SUBMITTALS (FORM B)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: CERTIFICATION OF ACCEPTANCE OF RFP REQUIREMENTS	_____
5. BUSINESS LICENSE/PROFESSIONAL LICENSES	_____
6. W-9 FORM	_____
7. COST PROPOSAL (SEPARATE SEALED ENVELOPE)	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

RFP #18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Consultant/Consultants with proven experience as a Project Manager with a Construction Management background to submit proposals for RFP #18RFP111918-DRR, Community Development Construction Project Manager to the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide project management to include but not limited to Under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.

3. INTRODUCTION

3.1.BACKGROUND

The City of Stockbridge is located in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry County has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is a suburban community just minutes south of Atlanta a straight drive down Interstate 75-South. As 2010 statistics indicate, the City is densely populated with approximately 25,636 residents located within a 13.4 square mile geographical area. It has a relaxed, small town atmosphere, but with all the amenities of a major metropolitan area. An attractive lifestyle, business opportunities, a fine public educational system including a four (4) year college, and a great deal of tourism located all within the City limits. Stockbridge is a highly attractive place to live, work and play. Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. The Mayor and City Council members are elected at large. This elected body is responsible for the active coordination of community resources, to anticipate problems and meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the smooth and efficient delivery of City Services. All activities and functions of the City are administered by the City Manager and City Clerk and are under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

3.2 OBJECTIVE

- 3.2.1. The City is looking for a Consultant/Consultants to perform the primary job summary under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.
- 3.2.2. The selected Project Management Team (PMT) will assist the City's staff to launch the Plan, establish its program definition, budget and schedule, and direct and control the various tasks required for implementation and completion of the Plan.
- 3.2.3. To be qualified, the Proposer's Project Management Team (PMT) or individual must possess a Bachelor's degree in construction management, civil engineering, urban planning, business administration, public administration, property management, or directly related field preferred. Master's degree in one of the above is preferred, along with at least seven (7) years of project management experience preferably in the public sector.

3.3 INTENT TO AWARD

The City intends to award to one (1) Consultant who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #18RFP111918-DRR, Community Development Construction Project Manager for the City of Stockbridge, Georgia.

3.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year with no renewable options. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City for One (1) year from the issuance of the Notice To Proceed (NTP) in which it was executed, unless amended or terminated earlier in accordance with the termination provisions of this agreement.

3.5 CONFLICT OF INTEREST NOTICE TO CONSULTANTS

3.5.1 Consultant shall not be affiliated with any potential Consultant or show any bias

toward any particular company or provider.

- 3.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential Consultants.
- 3.5.3 In any circumstance where Consultant, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

3.6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 3.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Consultant to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Consultant is not responsible.
- 3.6.2 All proposed sub-consultants and sub-contractors must be listed in the Consultants response. Consultant shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and

business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.

- 3.6.3 Consultant must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.
- 3.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Consultant's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Consultant(s) and all permissible sanctions against the Consultant.

4. SCOPE OF SERVICES

The City of Stockbridge (hereafter referred to as "the City") will select a Project Management Team (PMT) or individual to support the implementation of The City of Stockbridge Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; performs other duties as assigned by the Director of Community Development and related projects to the City of Stockbridge, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

5. MINIMUM REQUIREMENTS

Consultant shall satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in Capital Improvement Projects (CIP),

Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.. Consultant must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- 5.1.** The Contractor shall demonstrate knowledge, skills, abilities and experience in the following areas:
 - 5.1.1. Proposer shall provide a Project Manager and Any combination of education and experience that has provided the knowledge, skills and abilities necessary for satisfactory job performance.
 - 5.1.2. Bachelor's degree in construction management, civil engineering, urban planning, business administration, public administration, property management, or directly related field preferred. Master's degree in one of the above is preferred, along with at least three to seven years of project management experience preferably in the public sector.
 - 5.1.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
 - 5.1.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, and project manager(s) assigned with the overall project coordination.
 - 5.1.5. Proposer must have, at a minimum, five (5) years relevant experience conducting analysis or process reviews for Professional Services related to Planning, Design, Engineering, Architectural services for entities comparable to the size of City of Stockbridge within the past five (5) years.
- 5.2.** Experience, knowledge and abilities necessary to provide architectural and engineering design services with a proven track record of having accurate information. Interested consultants should send a written proposal to the City of Stockbridge – City Hall Finance 4640 North Henry Boulevard Ground Floor Finance Department – Purchasing Division, Stockbridge, Georgia 30281.

6. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
25%	Project Team Qualifications	25%
25%	Qualifications of Key Personnel	25%
10%	Availability of Key Personnel and Financial Consideration	10%
10%	Past Performance/References	10%
75%	POINTS	75%
25%	Cost Proposal	25%
100%	TOTAL EVALUATION POINTS	100%

7. PROPOSAL PREPARATION AND GUIDELINES

7.1 PROPOSAL FORMAT

Consultants are required to submit their proposals in the following format:

Technical Proposal. Consultants are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP.

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The City reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal Qualification submission requirements. All forms required by the City or provided by Consultant should be included. Please do not include any cost of any kind in this section

7.2 CONTENTS OF TECHNICAL PROPOSAL

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 25 pages (excluding the Required Form Submittals).

7.2.1 Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP.

7.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. The Technical Proposal shall be

arranged and include content as described below:

Section 1 - Executive Summary (Two (2) page maximum)

Proposer shall submit their approach to the work as it relates to a task order contract, understanding of the contracts goals and objectives and a demonstrated understanding of the contracts potential problems and concerns in a brief executive summary.

Section 2 - Project Plan (Four (4) page maximum)

Proposer shall submit a Project Plan that shall contain the following information:

- 2.1. Name and corporate headquarter address, telephone number and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed from the prime Proposer's firm.
- 2.2. Project Plan: Proposer shall describe their approach in tracking each task order's success in completing the work identified in Attachment 1, Scope of Work and must identify all major tasks; planned reviews of work associated with each major task, at a minimum, and any other information that will assist in the planning and tracking this project successfully. A description of methodologies, including best practices and benchmarks to be used shall be included.
 - 2.2.1. Project Approach Work Plan: Proposer shall provide a project approach work plan that summarizes their quality control, method for coordination of disciplines, production methods, cost control, schedule control measures, goals and objectives. (Two page maximum)
 - 2.2.2. Project Schedule Control: Proposer shall demonstrate their understanding of the task order contract, and any potential problems and concerns. Schedules will be required for each task order. The schedule shall show the schedule control milestones and events through each phase of the design and engineering work, including City decision points and reviews and approvals by the City and permitting authorities having jurisdiction. (One page maximum)
 - 2.2.3. Project Cost Control: Proposer shall describe the construction cost estimating control used in designing and engineering each within the established budget. The Plan must show special cost control milestones and events through each phase of the design and engineering work; include City decision points, reviews and approvals by the City and permitting authorities having jurisdiction; quantity updates and alternatives. (One page maximum)

3.1. DUTIES MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- 3.1.1. Develops projects scope of work, coordinates and monitors project development teams, project schedules and budgets;

- 3.1.2. Develop a detailed project plan to track progress;
- 3.1.3. Assists in the development of long-short range CIP and Strategic Plans;
- 3.1.4. Serves as liaison between City personnel, contractors, consultants and the public for assigned projects;
- 3.1.5. Prepares and oversees project budgets, purchase orders, investigates project bids and requests for proposal, and makes recommendations to the Director of Community Development;
- 3.1.6. Insures that project plans and specifications are reviewed and approved for construction;
- 3.1.7. Ensure that all projects are delivered on-time, within scope and within budget;
- 3.1.8. Monitors project progress, attends project meetings, and prepares and submits weekly status reports to the Director of Community Development;
- 3.1.9. Create and maintain comprehensive project documentation;
- 3.1.10. Oversees project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and closes out project documentation and archives appropriate records;
- 3.1.11. Tracks all project costs and reviews and submits progress payments for approval;
- 3.1.12. Perform risk management to minimize project risks;
- 3.1.13. Performs a broad range of complex tasks and must work cooperatively with others;
- 3.1.14. Composes and prepares reports, correspondence, resolutions, agreements, and ordinances for the Director of Community Development and City Council;
- 3.1.15. Interfaces with other City Departments, outside agencies and consulting firms as necessary to complete assignments;
- 3.1.16. Under specific circumstances, may supervise or coordinate other staff in the performance of various tasks;
- 3.1.17. Coordinate internal resources and third parties/vendors for the flawless execution of projects;
- 3.1.18. Track project performance, specifically to analyze the successful completion of short and long-term goals;

3.1.19. Meet budgetary objectives and adjust project constraints based on financial analysis; and

3.1.20. Without additional compensation, employee shall perform such additional acts or duties as assign.

3.2 **KNOWLEDGE, SKILLS AND ABILITIES:**

3.2.1. Considerable knowledge of the principles, practices and techniques of contract administration, project management, budget, cost accounting, and scheduling; related laws, ordinances, policies and procedures;

3.2.2. General knowledge of contract administration, public administration, finance, purchasing, budgeting, and accounting;

3.2.3. Goal oriented and action-focused, pragmatic and self-disciplined, proficient at project planning, organization, communication, team motivation and delegation skills;

3.2.4. Ability to read and interpret engineering and architectural plans and specifications;

3.2.5. Strong interpersonal skills and ability to deal effectively in a team environment;

3.2.6. Group facilitation, mediation, and conflict resolution skills;

3.2.7. Skill in organizing resources and establishing priorities;

3.2.8. Ability to develop, plan, and implement short and long-range goals;

3.2.9. Ability to analyze complex problems, interpret project needs, and develop creative solutions;

3.2.10. Skill in the use of personal computers and software, e.g., Word, Excel, Power Point, Microsoft Project, AutoCAD, etc;

3.2.11. Ability to forecast, develop budgets and timelines;

3.2.12. Ability to review and track complex progress payment applications in a timely manner;

3.2.13. Ability to prepare written documents with clearly organized thoughts using proper sentence structure, punctuation and grammar;

3.2.14. Advanced verbal and written communication skills;

3.2.15. Ability to take responsibility and exercise good judgment in recognizing authority;

3.2.16. Ability to work without close supervision or direction in the accomplishment of assigned duties;

3.2.17. Ability to respond courteously, efficiently, and effectively to questions and inquiries from elected officials, members of commissions, boards and the public;

- 3.2.18. Ability to follow oral and written directions;
- 3.2.19. Ability to establish and maintain cooperative working relationships;
- 3.2.20. Ability to make public presentations; and
- 3.2.21. Ability to draft contracts and requests for proposal.

3.3 **SPECIAL REQUIREMENTS:**

Possession of or ability to obtain an appropriate Georgia driver's license and a satisfactory driving record.

This Scope of Work is intended to include a broad range of services and activities that may be performed in multiple Projects over a number of phases at the City's discretion in order to meet the City's needs in implementing its Capital Improvement Plan. Any agreement for these services may be non-exclusive. The City shall determine any work to be performed, and nothing in this RFP, or other solicitation documents, constitutes an assurance that a particular item of work may be designated as to be performed by the selected Proposer, therefore, the City reserves the right to add or delete projects as they deem necessary without any penalty from Proposer. It is the desire of the City to ensure the continuity and integrity of the Program as it is developed and implemented.

3.4 **ESSENTIAL ELEMENTS:**

- 3.4.1. Aptitudes - Eye/hand coordination, hearing/listening and smelling.
- 3.4.2. Physical Demands - Sitting, walking, reaching, grasping, lifting, manual dexterity, clear speech-complex, clear seeing, and driving (car).
- 3.4.3. Mental Requirements - Reading-complex, writing-complex, memorization, analyzing, perception, comprehension, judgment, and decision making. Ability to interpret and explain actions to the public, staff and City officials.
- 3.4.4. Work Environment - Considerable work with the public, staff and City Officials; verbal contact, face-to-face and telephone. Some work may require visiting the project sites.

Section 4 – Project Team Qualifications/Qualifications of Key Personnel

STAFFING

- 4.1. Proposer shall provide a Project Manager and Principle-in-Charge who have a minimum of five (5) years' experience providing Facilities Related Planning, Design, Engineering, Assessments, and Architectural services.
- 4.2. Proposer shall provide the resumes and license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than

three (3) pages per person and be organized according to the following:

- 4.2.1. Name and title;
 - 4.2.2. Professional Background;
 - 4.2.3. Current and Past Relevant Experience;
 - 4.2.4. Relevant Training and Education;
 - 4.2.5. Courses completed during the past five (5) Years;
 - 4.2.6. Previous Work Experience related to Facilities Related Planning, Design, Engineering, Assessments and Architectural services;
 - 4.2.7. Include two (2) references for each key personnel member on similar projects; and
 - 4.2.8. Include the role and responsibilities that each key personnel member will perform on this project.
- 4.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- 4.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, and project manager(s) assigned with the overall project coordination. This shall include the following associated persons:
- 4.4.1. Architectural Design & Specifications;
 - 4.4.2. Interior Design & Specifications;
 - 4.4.3. Furnishings Space Planning & FF&E Specifications;
 - 4.4.4. Civil Engineering & Specifications Structural Engineering & Specifications;
 - 4.4.5. Landscape Design & Specifications;
 - 4.4.6. Electrical Engineering & Specifications;
 - 4.4.7. Security/Fire Alarm/Communication Engineering & Specifications;
 - 4.4.8. Plumbing Engineering & Specifications;
 - 4.4.9. Fire Protection Engineering & Specifications;
 - 4.4.10. Mechanical Engineering & Specifications;
 - 4.4.11. Hardware Selection & Specifications;
 - 4.4.12. ADA Compliance Review of Drawings & Specifications;
 - 4.4.13. Certified Construction Cost Estimator;
 - 4.4.14. Commissioning Agent; and
 - 4.4.15. USGBC LEED Accredited Professional.
- 4.5. Proposer shall show the percentage of time key personnel will spend on this project during each phase of the project and provide information on the availability of all personnel proposed for this project assuming a NTP will be issued two (2) months from the date of proposal submittal. Response shall include a complete description of other commitments and anticipated completion dates for the personnel assigned to this project.

Availability of Key Personnel

Based on the project time schedule, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and Principal-in-Charge:

- 4.5.1. Percentage of time key personnel will spend on this project; and
- 4.5.2. Current workload of key personnel

Section 5 - Project Schedule

Project schedules will be developed and implemented from 8:00 A.M. EST until 5:00 P.M. EST Monday through Friday excluding City Holidays and force majeure closures.

Section 6 – Financials

Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Consultant's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Consultant must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Consultant" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

- 6.1. Instructions. If the Consultant is an individual, financial disclosures for that individual must be provided. If the Consultant is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Consultant is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Consultant (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.
- 6.2. Financial Information: The Consultant, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three (3) groups of requests below with the Proposal.
- 6.3. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows; or
- 6.4. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; or
- 6.5. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance

Sheet; Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

Section 7 - Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 25 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 25, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): $\text{Lowest cost submitted} \div \text{Cost proposal} = \text{Cost proposal score}$. Each successive cost X Points allocated for cost in RFP = Cost proposal score.

Section 8 - Past Performance

- 8.1. Proposer must have, at a minimum, five (5) years relevant experience conducting analysis or process reviews for Standby Professional Services related to Planning, Design, Engineering, Architectural services for entities comparable to the size of City of Stockbridge within the past five (5) years.
 - 8.1.1. The name of the project, the owner, year performed and the project location.
 - 8.1.2. Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
 - 8.1.3. Services the proposing firm provided.
 - 8.1.4. Indicate whether participation was as the prime or sub-consultant.
 - 8.1.5. A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.
- 8.2. USGBC LEED: Submit project experience where LEED was initiated for design, engineering and construction. This information will be used to verify LEED experience if the City elects to pursue a Silver LEED rating for this project. If no LEED experience, indicate "None."
 - 8.2.1. Indicate name of LEED Accredited Professional;
 - 8.2.2. Indicate LEED project certified rating(s) achieved or submitted for; and
 - 8.2.3. Include a copy of LEED certification.

SECTION 4 PROPOSAL FORMS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL Proposals **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Certification of Acceptance of Request for Proposal Requirements

Attachment 2: Georgia Professional License Certification

Attachment 3: Acknowledgement of Insurance Requirements

Attachment 4: W-9

Attachment 5: Cost Proposal

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Consultant, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm or person to fix the price or prices in the attached RFP or of any other Consultant, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and
that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is also whose address is _____, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned, _____, hereby submits its proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Bid Pricing Schedule, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2018.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs 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].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Consultant and each proposed sub-consultants using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

FORM 13

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR QUALIFICATIONS
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

ATTACHMENT 1 SCOPE OF SERVICES (SOS)

1. GENERAL

As set forth in this RFP, Proposals shall conform to the scope of services and technical requirements as set forth herein.

The scope of services required by the City in connection with this request for proposal covers those services customarily provided to government entities by firms in the practice of consulting services for Community Development Construction Project Manager. The following describes the varied tasks that will be necessary to meet the requirements of this Request for Proposal:

- 1.1. Understand City of Stockbridge Government (Reviewing the City's existing Comprehensive Plan);
- 1.2. City of Stockbridge intends to engage Professional Design Services firms to provide technical, professional and other services for this City project as broadly described in this RFP. The intent of this project is for one firm to provide some, all or any combination of the various and diverse technical, professional, architectural and engineering planning projects, renderings, drawings and other services.
- 1.3. The City may accept or reject the proposal or decline such services when it is in the best interest of the City to do so.
- 1.4. If the Consultant's proposal is accepted, the City may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization with the begin and completion date. After having received the Notice to Proceed, including a written approval of the scope of services and estimate of fees for a specific project, the Consultant shall provide the services required for the specific project in accordance with the contract and scope of service. The City may rescind a Notice to Proceed or Work Authorization at any time at the City's convenience if it is in the best interest of the City of Stockbridge. When a Notice to Proceed is rescinded, the City will pay the Consultant for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Consultant will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Consultant from the City shall be submitted to the City. Further, all authorized work shall be submitted to the City before final payment is approved by the City.
- 1.5. It is understood and agreed by the Consultant that services performed under the Scope of Services as stated in this RFP shall include, but not be

limited to those services described below and to the extent desired by The City of Stockbridge. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, pre-design and pre-construction support and partnering. The City may request all, some, any combination of or none of the services identified in this Scope of Services. When the City desires any services contemplated under this RFP, the City will contact the Consultant and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the City.

1.6. DUTIES AND RESPONSIBILITIES Duties may include, but are not limited to the following:

- 1.6.1. Develops projects scope of work, coordinates and monitors project development teams, project schedules and budgets.
- 1.6.2. Develop a detailed project plan to track progress
- 1.6.3. Assists in the development of long-short range CIP and Strategic Plans
- 1.6.4. Serves as liaison between City personnel, contractors, consultants and the public for assigned projects.
- 1.6.5. Prepares and oversees project budgets, purchase orders, investigates project bids and requests for proposal, and makes recommendations to the Director of Community Development.
- 1.6.6. Insures that project plans and specifications are reviewed and approved for construction.
- 1.6.7. Ensure that all projects are delivered on-time, within scope and within budget
- 1.6.8. Monitors project progress, attends project meetings, and prepares and submits weekly status reports to the Director of Community Development.
- 1.6.9. Create and maintain comprehensive project documentation
- 1.6.10. Oversees project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and closes out project documentation and archives appropriate records.
- 1.6.11. Tracks all project costs and reviews and submits progress payments for approval.
- 1.6.12. Perform risk management to minimize project risks
- 1.6.13. Performs a broad range of complex tasks and must work cooperatively with others.
- 1.6.14. Composes and prepares reports, correspondence, resolutions,

-
- agreements, and ordinances for the Director of Community Development and City Council.
 - 1.6.15. Interfaces with other City Departments, outside agencies and consulting firms as necessary to complete assignments.
 - 1.6.16. Under specific circumstances, may supervise or coordinate other staff in the performance of various tasks.
 - 1.6.17. Coordinate internal resources and third parties/vendors for the flawless execution of projects
 - 1.6.18. Track project performance, specifically to analyze the successful completion of short and long-term goals
 - 1.6.19. Meet budgetary objectives and make adjustments to project constraints based on financial analysis
 - 1.6.20. Without additional compensation, employee shall perform such additional acts or duties as assign.

1.7. KNOWLEDGE, SKILLS AND ABILITIES

- 1.7.1. Considerable knowledge of the principles, practices and techniques of contract administration, project management, budget, cost accounting, and scheduling; related laws, ordinances, policies and procedures.
- 1.7.2. General knowledge of contract administration, public administration, finance, purchasing, budgeting, and accounting.
- 1.7.3. Goal oriented and action-focused, pragmatic and self-disciplined, proficient at project planning, organization, communication, team motivation and delegation skills.
- 1.7.4. Ability to read and interpret engineering and architectural plans and specifications.
- 1.7.5. Strong interpersonal skills and ability to deal effectively in a team environment.
- 1.7.6. Group facilitation, mediation, and conflict resolution skills.
- 1.7.7. Skill in organizing resources and establishing priorities.
- 1.7.8. Ability to develop, plan, and implement short and long-range goals.
- 1.7.9. Ability to analyze complex problems, interpret project needs, and develop creative solutions.
- 1.7.10. Skill in the use of personal computers and software, e.g., Word, Excel, Power Point, Microsoft Project, AutoCAD, etc.
- 1.7.11. Ability to forecast, develop budgets and timelines.
- 1.7.12. Ability to review and track complex progress payment applications in a timely manner.
- 1.7.13. Ability to prepare written documents with clearly organized thoughts using proper sentence structure, punctuation and grammar.
- 1.7.14. Advanced verbal and written communication skills.
- 1.7.15. Ability to take responsibility and exercise good judgment in recognizing authority.
- 1.7.16. Ability to work without close supervision or direction in the accomplishment of assigned duties.

-
- 1.7.17. Ability to respond courteously, efficiently, and effectively to questions and inquiries from elected officials, members of commissions, boards and the public.
 - 1.7.18. Ability to follow oral and written directions.
 - 1.7.19. Ability to establish and maintain cooperative working relationships.
 - 1.7.20. Ability to make public presentations.
 - 1.7.21. Ability to draft contracts and requests for proposal.

1.8. SPECIAL REQUIREMENTS

Possession of or ability to obtain an appropriate Georgia driver's license and a satisfactory driving record.

2. ENGINEERING STUDIES

Certain projects may be assigned to the Consultant that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Consultant will be required to maintain a project schedule and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for City review of each deliverable unless otherwise directed by the City. Services may include, but not be limited to the following:

- 2.1. A kick-off meeting;
- 2.2. Progress meetings as determined by the City;
- 2.3. Information gathering;
- 2.4. Preparation of draft technical memorandums on specific subject areas of the project;
- 2.5. Review meetings and coordination of review comments;
- 2.6. Preparation of the final report; and
- 2.7. Presentation of the results at private and public forums when requested and directed by the City.

3. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Consultant may be requested to provide various services including, but not limited to, the following:

- 3.1. Expert testimony;
- 3.2. Utility rate structure and tariff studies;
- 3.3. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to

-
- specialized conclusions and recommendations;
 - 3.4. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
 - 3.5. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
 - 3.6. Schematic design and design development for building projects.

4. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Consultant may be requested by the City from various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- 4.1. Land Acquisition:
 - 4.1.1. Title research and survey;
 - 4.1.2. Appraisals, legal descriptions and plats.
- 4.2. Scheduling and Coordination
 - 4.2.1. Site disturbance and building permits;
 - 4.2.2. Geotechnical, archeological and environmental permits and surveys;
 - 4.2.3. Storm water and NPDES permits;
 - 4.2.4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 - 4.2.5. Easement documentation, negotiation and support of "on time" acquisition.

5. PARTNERING

The Consultant will be required to support partnering requirements of this RFP and any other related contracts. The Consultant will be responsible for, but not limited to the following:

- 5.1. Partnering scheduling and reports;
- 5.2. Providing e-mail meeting notices and meeting minutes;
- 5.3. Tracking Partnering Goal Measurements;
- 5.4. Distributing Project Report Cards and compiling results; and
- 5.5. Coordinating meetings and other sessions.

6. PROJECT MANAGEMENT SERVICES

The Consultant may be required to provide Project Management Services including, but not limited to the following:

-
- 6.1. Meeting the City requirements related to the project intent, quality, schedule and budget;
 - 6.2. Selecting consultants;
 - 6.3. Performing conceptual studies including economic feasibility;
 - 6.4. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
 - 6.5. Engineering and design;
 - 6.6. Procurement;
 - 6.7. Risk management;
 - 6.8. Construction management;
 - 6.9. Commissioning testing and start-up of new facilities;
 - 6.10. Quality assurance;
 - 6.11. Project closeout;
 - 6.12. Maintaining a document tracking and control system through the duration of the project; and
 - 6.13. LEED certification.

7. DETAILED DESIGN SERVICES

The Consultant may be requested to perform Detailed Design Services (utilizing the City of Stockbridge's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- 6.1. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the City standard contract documents;
- 6.2. Resolving detailed problems;
- 6.3. Developing specifications and selecting equipment;
- 6.4. Coordinating engineers and/or other design service groups; Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- 6.5. Providing assistance and advice to the City in bid evaluation and contract award immediately preceding construction;
- 6.6. Developing additional standards for use in the project and for separate submittal to the City for incorporation into the City's standard specifications and details in the absence of such; and
- 6.7. Maintaining a document tracking and control system.

8. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The Consultant may be requested to provide these services to assist the City in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

-
- 8.1. Providing advice on the interpretation of contract documents to the City;
 - 8.2. Issuing supplementary details and instructions as required;
 - 8.3. Reviewing shop drawings for general compliance with design requirements and contract documents;
 - 8.4. Reviewing contractor's progress claims, including the validity of additions or deletions;
 - 8.5. Reviewing progress certificates and change orders for the client's acceptance;
 - 8.6. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
 - 8.7. Reporting to the City on the progress of construction;
 - 8.8. Arranging for, and attending, regular site meetings;
 - 8.9. Carrying out final review;
 - 8.10. Participating in the testing and start-up at the conclusion of the construction contract;
 - 8.11. Issuing a substantial performance and/or completion certificate to the City;
 - 8.12. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
 - 8.13. Maintaining the document tracking and control system.

9. CONSTRUCTION MANAGEMENT SERVICES

The Consultant may be requested to provide Construction Management Services that may include, but not be limited to the following:

- 9.1. Contract strategy, administration and expediting;
- 9.2. Construction logistics, planning, scheduling and personnel forecasts;
- 9.3. Field office management;
- 9.4. Construction facilities and equipment provisions;
- 9.5. Progress monitoring, trending and reporting;
- 9.6. Cost performance monitoring;
- 9.7. Trending and claims processing;
- 9.8. Safety program compliance; and
- 9.9. maintaining the document control and tracking system as required.

10. ADDITIONAL SERVICES

The City may request additional services from the A&E other than those specifically detailed in this RFP as "basic/services" and these requests will vary according to the City needs any given time. These service requests may include, but are not limited to the following:

- 10.1. Extended commissioning and start-up assistance for equipment or facilities;
- 10.2. Preparing plant specific operating and maintenance manuals;

-
- 10.3. Determining deficiencies during the warranty period;
 - 10.4. Preparing the final acceptance document at the end of the warranty period;
 - 10.5. Assisting with facility management and/or operations after commissioning and start-up;
 - 10.6. Providing assistance in as-built drawing verification;
 - 10.7. Facility requirements and utilization studies;
 - 10.8. Feasibility studies for new, renovation and alteration projects;
 - 10.9. Preparation of program documents;
 - 10.10. Preparation of schematic, preliminary, design Development, contract documents, and specifications;
 - 10.11. Studies and audits for compliance with federal, state and local regulations;
 - 10.12. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
 - 10.13. Additional services which may be required or requested;
 - 10.14. Master Planning, building systems surveys;
 - 10.15. Facility programming;
 - 10.16. Construction administration;
 - 10.17. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
 - 10.18. Cost estimates.

**ATTACHMENT 2
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Consultant _____ Sub-Consultant _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

ATTACHMENT 3 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Stockbridge City Government's practice to obtain Certificates of Insurance from our Consultants and Consultants. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Stockbridge City. Consultants shall submit with the proposal evidence of insurability satisfactory to Stockbridge City Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Consultant/Consultant that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Consultant/Consultant must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Stockbridge City Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Stockbridge City Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

5. PROFESSIONAL LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
 Completed Operations: Statue of Repose for State of Georgia

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Stockbridge City Government. Policies and Certificates of Insurance are to list Stockbridge City Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Consultant/Consultant shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Stockbridge City Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to

be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Consultant/Consultant.**

USE OF PREMISES

Consultant/Consultant shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Stockbridge City Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Consultant/Consultant will adequately protect its own work from damage, must protect Stockbridge City Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Consultant/Consultant shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Consultant/Consultant shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Stockbridge City Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Consultant/Consultant hereby agrees to release,

18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER
Request For Proposals

indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant/Consultant, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Consultant further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONSULTANT/CONSULTANT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONSULTANT/CONSULTANT IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONSULTANT/CONSULTANT

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

ATTACHMENT 4: W-9

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT 5 COST PROPOSAL

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

Proposers are to submit one (1) original, five (5) hard copies of the sealed cost proposals which shall be furnished in a separate package from the technical proposals. The envelope/package must be clearly marked on the outside.

1. Cost proposals shall be completed and submitted on Cost Proposal - Schedule of Fees within this RFP.
2. Following opening of the cost proposals, the City may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four (24) hours of written request.
3. Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
4. This cost proposal will be the basis of cost for individual standby task proposals. The selected firms shall provide a cost proposal prior to program development for each project assigned based upon these rates.
5. A firm should only fill in hourly rates for positions they can actually provide.

SCHEDULE OF FEES

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

FIXED FEE AMOUNT PROPOSED:

COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER	<u>Amount</u>
Project Manager	\$ _____
Project Manager (LEED CERTIFIED)	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Cost	\$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

ATTACHMENT 6
SEALED BID LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED PROPOSAL ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: DECEMBER 20, 2018

RFP MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

**RFP # 18RFP111918-DRR, COMMUNITY DEVELOPMENT
CONSTRUCTION PROJECT MANAGER**

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION FOR RENEWAL OF CONTRACT FOR INFORMATION
TECHNOLOGY SUPPORTIVE SERVICES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City Manager's Office proposes to renew the competitive solicited contract for Request for Proposal (RFP) Number: 17RFP112017-DRR, Information Technology Supportive Services with Interdev Technology, Inc which was approved by Council on April 3, 2018;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The Council hereby approves the renewal of the contract pursuant to Request for Proposal (RFP) Number: 17RFP112017-DRR, Information Technology Supportive Services with Interdev Technology, Inc, Inc in the amount of \$296,000. The supporting documents are attached.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, ESQ., City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: 2022 Budgeted amount \$296,000
Annual / \$24,667/month

FROM ACCOUNT: 100-15350-521351

PRESENTER: Lindell Y. Miller/John Wiggins

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NO. 17RFP112017-DRR INFORMATION
TECHNOLOGY SUPPORTIVE SERVICES-INTERDEV TECHNOLOGY, LLC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 17RFP112017-DRR, Information Technology Supportive Services was awarded by Council April 3, 2018, to Interdev Technology, LLC.

The initial contract term is for one (1) year, with four (4), one (1) year renewal options. The contract expires December 2021.

All contract renewal notifications were performed as of May 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

The Finance Department is requesting approval to continue utilizing Request For Proposal (RFP) Number 17RFP112017-DRR, Information Technology Supportive Services contract with Interdev Technology, LLC, because Interdev Technology, LLC, currently maintains the City's daily operations. The City has seven (7) projects critical to the operations of the City's current network infrastructure.

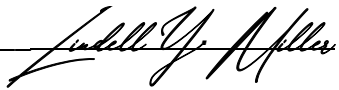
Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Exhibit 1 – Current list of uncompleted Projects

Exhibit 2 – Contract Agreement

Fiscal Impact: Funds will be provided from account number 100-15350-521351 IT Services.

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign_____
PROCUREMENT YES		NO	or N/A Sign 
FINANCE DEPT: YES		NO	or N/A Sign_____
CITY MANAGER: YES		NO	or N/A Sign_____



CONTRACT DOCUMENTS FOR
17RFP112017-DRR
INFORMATION TECHNOLOGY SUPPORTIVE
SERVICES

For

THE CITY OF STOCKBRIDGE – FINANCE DEPARTMENT

InterDev

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "the Agreement" is entered into and effective as of 04-10-2018 (date) by and between by and between the following Parties:

CITY OF STOCKBRIDGE, GA (hereinafter "the Client") with a principal business address of **4640 NORTH HENRY BOULEVARD, STOCKBRIDGE, GEORGIA 30281**; and

InterDev, LLC (hereinafter "InterDev") with a principal business address of 2650 Holcomb Bridge Road, Suite 310, Alpharetta, GA 30022 collectively referred to as the "Parties".

WHEREAS, the Client desires InterDev to perform certain services from time to time relating to, among other things, software development, programming or consulting services, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties intending to be legally bound, hereby agree as follows:

I. SERVICES

1.1 Services.

This AGREEMENT includes, and incorporates by reference, the following documents: the RFP, its Addenda and the InterDev's responses to the RFP which are attached hereto in Addendum A. All of the foregoing documents are hereinafter referred to as the "Contract Documents." If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) this AGREEMENT, 2) any SOW (as defined below), 3) the RFP, 4) any Addenda, 5) change orders, and 6) InterDev's responses to the RFP.

InterDev and the Client will develop and enter into one or more Statements of Work incorporating a description of the specific services requested by Company (each, and as modified by the Parties from time to time, a "SOW"). Each SOW will set forth to the extent applicable, among other things, project scope, schedule, various project activities and tasks to be performed by the Parties, deliverables, acceptance procedures and criteria, and roles and responsibilities of the Parties. Each SOW shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Agreement shall govern and control. InterDev will provide to The Client those services described as its obligation in each SOW (collectively, the "Services"). Each SOW shall be annexed to this Agreement and for all purposes considered a valid addendum to this Agreement.

1.2 Deliverables; Acceptance of Deliverables.

Each SOW will describe, if applicable, the deliverables that InterDev is obligated to furnish to the Client hereunder (collectively, the “InterDev Deliverables”) and the acceptance criteria for each of the InterDev Deliverables (the “Acceptance Criteria”). The Client shall review, evaluate and/or test, as the case may be, each of the InterDev Deliverables within the applicable and reasonable time period set forth in a SOW (with respect to each InterDev Deliverable, the “Acceptance Period”) to determine whether or not such InterDev Deliverable satisfies the applicable Acceptance Criteria in all material respects. If any InterDev Deliverable fails to satisfy its Acceptance Criteria in any material respect, then the Client will notify InterDev thereof in writing specifying the nonconformity (a “Rejection Notice”). Thereafter, InterDev shall use its diligent commercially reasonable efforts to modify a defective InterDev Deliverable to so conform and the Deliverable will be resubmitted for acceptance by, provided that upon resubmission, the Client will limit its review, evaluation and/or test to determining whether the identified defect(s) have been corrected and to the effects which those modifications have on other portions of the InterDev Deliverable(s). If InterDev is unable to remedy each non-conforming portion of any InterDev Deliverable after a reasonable period of time for correction, then the Client’s remedies and InterDev’s entire liability to the Client as a result thereof will be subject to the limitations set forth in Article 8 hereof. If the Client does not furnish a Rejection Notice to InterDev prior to the end of the Acceptance Period for any InterDev Deliverable, then the Client will be deemed to have accepted such InterDev Deliverable. If requested by InterDev, the Client will promptly sign and deliver to InterDev a mutually acceptable certificate evidencing such acceptance.

II. PAYMENT

2.1 Project Fees and Reimbursable Items.

The Client shall pay to InterDev the fees and other compensation set forth in each SOW. The Client will also reimburse InterDev for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by InterDev while away from the place(s) of business of InterDev in connection with the Services and any other reimbursable items set forth in each SOW; provided however that amounts in excess of \$500.00 shall require Client’s prior written approve before InterDev incurs such expenses. InterDev will have no obligation to perform any Services when any amount required to be paid by the Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by InterDev as a result of the Client’s failure to make payment as required will extend the due dates of InterDev Deliverables and other Services to the extent impacted by such suspension or delay.

2.2 Invoices; Payments; Annual increases.

InterDev will invoice the Client for all fees, charges and reimbursable items payable to InterDev on a monthly basis as such payments are due. InterDev will provide original receipts for expenses InterDev is seeking reimbursement for. The Client will pay the invoiced amount in full within 15 business days of receipt of invoice, without deduction or setoff. The Client will pay interest, at a rate equal to the lesser of 2.5% per month (or part thereof), on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice. Multiyear engagements will reflect an annual rate increase of 5% per year for each additional year of service beyond the first year of each agreement. Individual SOWs will reflect any new rates and will not be impacted by the annual increase until the 2nd year of work under that SOW or contract.

2.3 Taxes.

InterDev acknowledges that Client is exempt from paying taxes on the value of InterDev's services.

III. CERTAIN OBLIGATIONS OF THE PARTIES

3.1 Obligations of InterDev.

Except for any and all software, information, data and other materials provided by the Client or its agents to InterDev, InterDev warrants and represents that it shall not knowingly, or with negligence, include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other malicious code of any kind that may disable, erase, display any unauthorized message or otherwise impair the Client's software, with disregard of the possibility of or the intent to cause harm. InterDev will cause its personnel to comply with all of the Client's lawful standards and procedures when working on-site at the Client's facilities, including standards and procedures relating to security, provided that InterDev is given advanced notice of such standards and procedures.

IV. OWNERSHIP

4.1 Work Product and Client Intellectual Property.

The term "Work Product" means any inventions, software, documentation, reports, designs, specifications, processes, works of authorship, ideas, data or modifications and enhancements to software or documentation that are made, conceived, developed or reduced to practice, alone or jointly with others, by InterDev personnel for the Client in the course of performing Services, whether or not any such items are eligible for patent, copyright, trade secret or other legal protection, provided that Work Product shall not include InterDev Intellectual Property (as defined below). All Work Product, including all patent, copyright, trade secret, ideas, and other intellectual property rights related thereto, will be the sole and exclusive property of the Client or its designee upon the

Client's payment in full of amounts payable hereunder. The Parties intend that all Work Product shall be considered to be work-for-hire to the extent it qualifies as such under applicable law. To the extent that any Work Product is not, automatically upon creation thereof, owned by the Client as a work-for-hire or otherwise, InterDev hereby assigns and agrees to assign to InterDev all of its right, title and interest in, to and under all Work Product, subject to payment of all amounts payable by the Client. At the Client's request and expense, during and after the term of this Agreement, InterDev will execute documents and give testimony and take further acts reasonably requested by the Client to assist the Client or its designee with any efforts of the Client or its designee to obtain and perfect patent, copyright, trade secret and other legal protection for the Work Product. The Client shall pay InterDev for any time required for such assistance, excluding for the execution of document, at InterDev's hourly rate for the required personnel. The Client will have full control over all applications for patent application, trademark application, copyright registration or other legal protection of the Work Product. If InterDev shall fail to provide to the Client any such instruments, the Client is hereby granted a power coupled with an interest, with rights of substitution and delegation, to sign such instruments and to take such other steps and proceedings as may be necessary in the name and on behalf of the InterDev as its attorney-in-fact if InterDev has not complied with the Client's request within a reasonable period of time, not to exceed fourteen (14) days. InterDev relinquishes all rights (including so called moral rights), claims and interests in all such Work Product to the Client as the rights-holder of the Work Product, including to the exclusive rights to edit, display, perform, publish, create derivative works, create collective works, reproduce, distribute, sell, license, sublicense, or otherwise transfer the Work Product, alone or together with other inventions or works of authorship, by any means now know or which come into existence in the future. Nothing contained in this Agreement or otherwise shall be construed to grant to InterDev any right, title, license or other interest in, to or under any of the Client's software, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works (whether by estoppel, implication or otherwise), except the right to modify and otherwise use such items only in conjunction with the performance of Services. The provisions of this Article 4.1 shall be subject to the provisions of Articles 4.2 and 4.3 below.

4.2 Residual Rights.

Notwithstanding the above, the Client agrees that InterDev, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, subject to its obligations respecting the Client's Trade Secrets and Confidential Information pursuant to Article 5. The Client understands and agrees that InterDev may perform similar services for third Parties using the same personnel that InterDev may utilize for rendering the Services for the Client hereunder, subject to

InterDev obligations respecting the Client's Confidential Information pursuant to Article 5.

4.3 Client Intellectual Property.

The Client (or its licensor) will at all times retain all rights, ownership, and interest in any copyright, trademark, or other intellectual property proprietary to them including without limitation any software, methodologies, tools, specifications, techniques, documentation or data which is utilized by InterDev in the performance of Services and has been originated or developed by the Client, its affiliates or by third Parties outside of the scope of the Services, or which has been purchased by or licensed to the Client, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services (collectively, "Client Intellectual Property"). Nothing contained in this Agreement or otherwise shall be construed to grant to InterDev any right, title, license or other interest in, to or under any Client Intellectual Property (whether by estoppel, implication or otherwise).

4.4 InterDev Intellectual Property.

InterDev (or its licensor) will at all times retain all rights, ownership, and interest in any copyright, trademark, or other intellectual property proprietary to them including without limitation any software, methodologies, tools, specifications, techniques, documentation or data which is utilized by InterDev in the performance of Services and has been originated or developed by InterDev, its affiliates or by third Parties outside of the scope of the Services, or which has been purchased by or licensed to InterDev, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services (collectively, "InterDev Intellectual Property"). Nothing contained in this Agreement or otherwise shall be construed to grant to the Client any right, title, license or other interest in, to or under any InterDev Intellectual Property (whether by estoppel, implication or otherwise).

V. CONFIDENTIAL INFORMATION

5.1 Confidentiality Obligations.

The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and

concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods or merchandising techniques, plans or information, and actual or potential customer lists or requirements. (iv) financial information or materials, (v) cost data, (vi) user lists and information, (vii) actual or potential vendor lists and information, (viii) procurement requirements, (ix) purchasing information, (x) manufacturing or development information, (xi) pricing policies, (xii) information about employees, InterDev's, independent contractors, interns, officers, directors, shareholders, investors, lenders, accountants, attorneys, and any other agents of either party, (xiii) information about actual, under development, or what might reasonably be anticipated to be or become business and contractual relationships, (xiv) actual or potential lender, investor or "partner" lists and information, and (xv) other proprietary business information of either Party. "Information" as it relates to people or entities includes all contact information, including name, title, position, address, phone numbers, and email addresses. Further, "Confidential Information" includes any and all technical and non-technical information or material in which either party has rights, opportunities, or obligations, whether or not owned or developed by such party (or people or entities such party may have disclosed to or received from pursuant to non-disclosure agreements).

"Trade Secrets" means information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

Each party acknowledges that disclosure or use of a trade secret without express or implied consent violates the Uniform Trade Secrets Act. Each party acknowledges that the other party is not seeking to obtain trade secrets or confidential information of others that such party might possess and agrees not to improperly disclose trade secrets or confidential information of others to the other party.

The Client and InterDev shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any SOW. Each party shall disclose the Confidential Information of the other only to those of its employees, independent contractors, permitted subcontractors (including their employees and independent contractors) having a need to know such Confidential Information, provided that such persons and entities have signed a non-disclosure agreement containing provisions no less restrictive than those contained in this Article 5.

The obligations of either party under this Article 5.1 will not apply to information or materials that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, (iv) is independently developed by the receiving party without reference to the Confidential Information of the other party, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information and any disclosure under this clause (v) is limited to the extent of the legal requirement.

The requirements and obligations in this Section V are subject to the Georgia Open Records Act.

VI. INDEMNIFICATION

6.1 Intellectual Property Rights Indemnity.

To the extent permitted by law, InterDev and the Client (in such case, the "Indemnifying Party") each agree to indemnify, defend and hold harmless the other (in such case, the "Indemnified Party") from and against any costs and damages awarded against the Indemnified Party by a court pursuant to a final judgment as a result of, and defend the Indemnified Party against, any claim of infringement of any patent, copyright, trademark, or misappropriation of any trade secret related to a InterDev Deliverable (in the case of indemnification by InterDev) or InterDev's possession, use or modification of any software, documentation, data or other property provided by the Client (in the case of indemnification by the Client).

6.2 Infringement and Misappropriation Remedies.

If an infringement or misappropriation claim as described in Article 6.1 above arises, or if InterDev reasonably believes that a claim is likely to be made, InterDev may, at its option, if such may be done without causing delay disruption: (i) modify the applicable InterDev Deliverables provided under the Services so that they become non-infringing but functionally equivalent; or (ii) replace the applicable InterDev Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for the Client the right to use such InterDev Deliverables upon commercially reasonable terms to both Parties but at no cost to the Client (which might have the effect of causing such Deliverables to not be considered a work-for-hire,

or allow for the assignment of any ownership rights); or (iv) remove the infringing or volatile InterDev Deliverables and refund to the Client the fees received for such InterDev Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. InterDev shall have no obligation under this Article 6.2 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (1) use of the InterDev Deliverables or any part thereof in combination with any non-InterDev approved equipment, software or data, or in any manner for which the same was not designed, or if same has been modified or altered by an person or entity other than InterDev; (2) any aspect of the Client's software, documentation or data which existed prior to InterDev's performance of Services; (3) any claim arising from any instruction, information, design or other materials furnished by the Client or any third party provided by the Client to InterDev hereunder or (4) the Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement. This Article 6 sets forth the exclusive remedy and entire liability and obligation of each party with respect to intellectual property infringement or misappropriation claims, including patent, trademark or copyright infringement claims and trade secret misappropriation.

6.3 Personal Injury and Property Damage Indemnity.

To the extent permitted by law, Each Indemnifying Party agrees to indemnify and hold harmless the other from and against damages, costs and expenses (including reasonable attorneys fees) awarded against the Indemnified Party by a court pursuant to a final judgment as a result of, and defend the Indemnified Party against, any claim or action made or commenced by a third party or its legal representatives or successors for claims of death or bodily injury to such third party or physical damage to real or tangible personal property (excluding software, data and documentation) of such third party, to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party. The provisions of this Article 6.3 shall not apply to claims, damages, costs or expenses arising out of or otherwise relating to the functioning, operations, quality, or use of any Services or InterDev Deliverables, all of which shall be treated as warranty claims under Article 7 of the Agreement.

6.4 Indemnification Procedures.

The obligations to indemnify, defend and hold harmless set forth above in this Article 6 will not apply to the extent the Indemnified Party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the Indemnified Party (i) promptly notifies the Indemnifying Party of any matters in respect of which the indemnity may apply and of which the Indemnified Party has knowledge; (ii) gives the Indemnifying Party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the Indemnifying Party shall zealously defend against any such claim or action and shall not allow a consent or stipulated judgment to be entered against the Indemnified Party or settle any such claim or action without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed); and (iii) reasonably cooperates with the Indemnifying Party, at the Indemnifying Party's cost and expense in the defense or settlement thereof. The Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

VII. WARRANTY

7.1 Limited Warranty.

With respect to any InterDev Deliverable or other Services, excluding any Client provided or the Client directed third party materials, InterDev warrants the following for a period of ninety (90) days following final acceptance by the Client of the particular InterDev Deliverable or the performance of such other Services (the "Warranty Period"):

- A. the applicable Services rendered hereunder will be performed by qualified personnel;
- B. the applicable Services performed will substantially conform to any applicable requirements set forth in the SOW;
- C. the applicable InterDev Deliverable or Services will materially conform to the specifications, if any, and/or Acceptance Criteria, if any, for those specific corresponding InterDev Deliverables or Services.

In the event that any InterDev Deliverable or Service fails to conform to the foregoing warranties in any material respect, InterDev shall have the right and obligation to cure or correct such failure as soon as commercially reasonably practical at InterDev's expense. If InterDev is unable to cure or correct such failure within a commercially reasonable period of

time, then the Client may pursue its remedy at law to recover direct damages resulting from the breach of the limited warranties, subject to the limitations set forth in Article 8 hereof. These remedies are the exclusive remedies and InterDev's only obligation for breach of the warranties contained in this Article 7.1. InterDev does not warrant that any InterDev Deliverable will operate uninterrupted or error-free, provided that InterDev shall remain obligated pursuant to this Article 7. The foregoing warranties are expressly conditioned upon (i) the Client providing InterDev with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) the Client's cooperation with InterDev in all reasonable respects relating thereto, including assisting InterDev to locate and reproduce the non-conformity; and (iii) with respect to any InterDev Deliverable, the absence of any material alteration or other modification of such InterDev Deliverable by any person or entity other than InterDev. The foregoing warranties will not apply if the alleged breach of warranty is due to third party hardware, software and any other services or goods supplied by non-InterDev third Parties (including the Client) not conforming to their respective technical, functional and performance specifications and criteria, and InterDev shall have no liability or obligation as a result thereof.

7.2 Disclaimer.

Except as expressly provided in Article 7.1, InterDev does not make any representation or warranty of any kind, whether such warranty be expressed or implied, including any warranty of merchantability or fitness for a particular purpose or any warranty form course of dealing or usage of trade.

7.3 Responsibility of the Client.

In the event that the Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be InterDev's responsibility hereunder (including any problem with the Client's computer hardware or the Software that was not caused by any Services performed by InterDev), the Client will be responsible to pay InterDev for all evaluation, correction or other services performed by InterDev relating to such claim on a time and materials basis at InterDev's then lowest billing rates.

VIII. LIMITATION OF LIABILITY AND REMEDIES

8.1 Exclusion of Damages.

Except for a breach of any warranty or representation in no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, other than amounts due and payable to

either party or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, general negligence, but excluding gross negligence or willful misconduct) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

8.2 Total Liability.

Except for any liability of InterDev under Articles 6 or 10.4 hereof, or a breach of any warranty or representation or negligence or willful misconduct, in no event shall the liability of either party arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by the Client to InterDev for the particular Services or InterDev Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by the Client to InterDev under the applicable SOW), whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, general negligence, but excluding negligence or or willful misconduct) or otherwise.

8.3 General.

The Parties agree that this Agreement is solely for the benefit of the Parties hereto and no provision of this Agreement shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action or other right whatsoever. InterDev's entire liability under this Agreement or arising from the Services shall be subject to the limitations contained in this Article 8. The Parties have agreed that the limitations specified in this Article 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose and represents an allocation of risk between the Parties and is an essential and material part of this Agreement.

IX. EMPLOYEES

9.1 No Employee Relationship.

InterDev's resources are not and shall not be deemed to be employees of the Client. InterDev shall be solely responsible for the payment of all compensation to its resources, including provisions for associated taxes, worker's compensation and any similar taxes associated with resources of InterDev's personnel. InterDev's resources shall not be entitled to any benefits paid or made available by the Client to its employees.

9.2 Non-Solicitation Obligations.

During the term of each SOW and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, whether as an employee or independent contractor, *[or accept services provided by,]* any employee, officer or independent contractor of the other party who performed any work in connection with or related to the Services under the applicable SOW.

9.3 Right-to-Hire Clause.

If in the event, the Client wants to offer full-time employment to any InterDev's resource during the term of a SOW or during a period of twelve (12) months thereafter, the Client shall make such request to InterDev in writing and will include agreement to compensate InterDev no less than 30% of 1st year compensation package (including base and target bonus). InterDev will then have a period of thirty (30) days to respond with acceptance/decline such offer.

X. TERM AND TERMINATION

10.1 Term.

The term of this Agreement will commence on the date first written above and, unless sooner terminated hereunder, will remain in effect until December 31, 2018; thereafter it shall automatically renew for 3 additional 1-year terms unless notice is given by the City at least 30 days prior to the end of the current term that it does not intend to renew the Agreement.

10.2 Termination.

This Agreement may be terminated by either party (the "non-defaulting party") if any of the following events occur by or with respect to the other party (the "defaulting party"): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in Article 10.3 hereof or fails to reach an agreement with the non-defaulting party regarding the cure thereof; or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, or any assignment for the benefit of the defaulting party's creditors.

10.3 Remedies; Grace Period.

In the event either party commits a material breach of any its obligations hereunder, the non-defaulting party will so notify the defaulting party in writing (and, in such notice, indicate the nature of the breach and the assertion of the non-defaulting party's right to terminate). The defaulting party will have thirty (30) days (except ten (10) days in the case of payment of monies due) following receipt of such notice to cure such breach or, if such breach reasonably

cannot be cured in thirty (30) days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such thirty (30) day period a plan demonstrating that it is capable of curing the breach and thereafter diligently proceeds to prosecute such plan to completion. If such breach remains uncured after such cure period, the non-defaulting party may terminate this Agreement pursuant to Article 10.2 effective immediately by sending further notice to such effect.

10.4 Termination by InterDev.

In the event InterDev terminates this Agreement pursuant to this Article 10, InterDev will be entitled to recover payment for all Services rendered through the date of termination (including for work-in-progress), those costs reasonably incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated, any other reasonable termination costs InterDev incurs in connection with canceling any secondary contracts it undertook in anticipation of performance of the Services and any other actual damages suffered by InterDev.

10.5 Termination by the Client.

In the event the Client terminates this Agreement pursuant to this Article 10, the Client may retain all InterDev Deliverables delivered to or for the benefit of the Client hereunder through the date of termination, whether in electronic or other form, upon payment by the Client for all accepted InterDev Deliverables and any other Services rendered through the date of termination. In addition, the Client may recover its actual damages, subject to the limitations set forth in Article 8 hereof. Additionally, Client reserves the unilateral right to terminate this Agreement for the Client's convenience by giving InterDev written notice at least 30 days prior to the effective termination date established in such written notice.

10.6 Survival.

Those sections of this Agreement, that should logically survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

XI. MISCELLANEOUS

11.1 Excusable Delays and Failures.

Each party will be excused from delays in performing, or from its failure to perform, hereunder to the extent that such delays or failures result from causes beyond such party's reasonable control. Unavailability of personnel shall not be the basis for an excusable delay. The Client further acknowledges that such delays or failures shall be subject to change management procedures and may result in additional charges for the Services.

11.2 Interpretation.

When used in this Agreement, the singular will include the plural, and vice versa. "Including," "includes" and "include" mean, respectively, "including, without limitation," "includes, without limitation" and "include, without limitation".

11.3 Rights and Remedies.

Except as otherwise provided herein, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

11.4 Waiver.

A waiver by any Party of any provision of this agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

11.5 Relationship of the Parties.

A. Agency. The relationship of the Parties is the same relationship as between parties to a business contract. Nothing contained in this Agreement, and no action by any Party, shall be deemed to: (i) create between them an employer-employee or principal-agent relationship or partnership, joint venture, association, or syndicate; or (ii) confer on any party any right, power or authority to enter into any agreement or commitment, whether express or implied, or to incur any obligation or liability on behalf of the other party. Neither party shall hold itself out as the agent of the other party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other Party.

B. Non-Exclusive Relationship. At all times during the Term hereof and thereafter, the Parties shall each enjoy a non-exclusive relationship in all respects under this Agreement.

11.6 Notices.

Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery service, or by facsimile machine upon receipt from the sender of a confirmation of receipt, or by other electronic means so long as the recipient has acknowledged receipt (for purposes of this section an automatically generated receipt confirmation does *not* qualify as acknowledgement of receipt), addressed to the recipient as follows:

In the case of the Client:

**City Manager
City of Stockbridge
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

With a copy to:

**Donald R. Riley, CPPB, Procurement Specialist
DRILEY@CITYOFSTOCKBRIDGE-GA.GOV
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

In the case of InterDev:

**InterDev
Attn: Gary E. Nichols
2650 Holcomb Bridge Road
Suite 120
Alpharetta, GA 30022
Tel: 770-643-4400
Fax: 678-672-1555
Email: gnichols@interdev.com**

11.7 Assignment.

A. Except for assignment to a collection agency or attorneys for the purpose of collecting past-due monies owed hereunder, no Party ("Assignor") may assign or otherwise transfer its rights or obligations under this Agreement, to a third party ("Assignee"), unless it is assigning all (but not less than all) of its rights and obligations hereunder as a result and subject to the prior written consent of the other Party ("Non-Assigning Party"), which consent shall not be unreasonably withheld or delayed.

B. Notwithstanding Article 11.7 A, any Party may assign or otherwise transfer all (but not less than all) of its rights and obligations under this Agreement, to (i) an affiliate or (ii) to a successor-in-interest as assignee, in the event of a merger or acquisition in which the successor acquires all or substantially all of the Assignor's business assets, without the prior written consent of the Non-Assigning Party, provided that:

- i. Assignor gives the Non-Assigning Party at least fifteen (15) days' prior written notice of such impending assignment, which shall identify the Assignee and intended effective date of the assignment ("Notice of Assignment"); and
- ii. the Non-Assigning Party has thirty (30) days after such Notice given, within which to give written notice to the Assignor or Assignee of its decision to

terminate, and to terminate, the Agreement at will (except for those provisions that survive termination) and without liability therefor ("Notice of Termination"), effective on the date said Notice of Termination is given.

C. Any attempt to assign this Agreement or any of the rights or obligations hereunder in violation of this Section shall be null and void and, at the Non-Assigning Party's election, grounds for the immediate termination of this Agreement for cause.

11.8 Successors and Assigns.

The Parties agree that this Agreement shall be binding upon each of its successors and assigns and that this Agreement may not be assigned to any other third party, without the written consent of the Client, which shall not be unreasonably withheld.

11.9 Enforceability.

If the scope of any provision of this Agreement is too broad to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the scope may be judicially modified to the extent necessary to conform to law.

11.10 Severability.

Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable, in whole or in part, and to any extent: (i) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (or the remaining parts of such provision, as the case may be) shall not in any way be affected or impaired thereby; (ii) the application of such provision (or such part thereof) to circumstances other than those as to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby; (iii) if possible, such provision (or such part thereof) shall be construed or re-written as closely as possible to conform to the intent of the parties, in which instance parole or extrinsic evidence may be considered to do so; (iv) if not susceptible to such construction, such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and (v) the remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

11.11 Governing Law.

This agreement shall be governed by and construed in all respects in accordance with laws of the State of Georgia as they apply to agreements entered into and to be performed entirely within

United States between United States residents, without regard to conflict of law provisions and shall be treated, in all respects, as a legal contract.

11.12 Venue.

The venue for any action or claim at law or in equity hereunder shall be exclusively in and with a court having jurisdiction over Henry County, Georgia, if disputes are to be resolved in Court, if at all, as set out elsewhere herein, or if arbitration or mediation is to occur, if at all, as set out elsewhere herein, that shall be in the same location, and the Parties irrevocably consent to the exclusive personal jurisdiction of such federal or state courts or arbitrators. (If this Agreement is silent regarding resolution of disputes other than by a court of law or equity of competent jurisdiction then the first resort will be to a court of competent jurisdiction.) The Parties further agree and hereby consent to, and waive all defences of lack of personal jurisdiction and forum *non conveniens* with respect to, venue and jurisdiction in Henry County, Georgia. Notwithstanding anything to the contrary any party may seek preliminary or permanent injunctive relief or restraining order arising out of or related to this Agreement from any court of competent jurisdiction, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which any Party may be entitled.

11.13 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. The Parties shall not be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. This agreement has been carefully drafted and the Parties are convinced that this document completely and clearly expresses their intentions. Further, the parties place great value on the quick and inexpensive resolution of any dispute that may arise between them concerning this contract or the subject hereof. Therefore, the Parties agree that: (i) all disputes concerning this agreement or the subject matter hereof shall be resolved as provided herein; (ii) this Agreement constitutes the sole agreement among the parties, and supersedes any and all prior or contemporaneous oral or written agreements, promises, or understandings among them, pertaining to the matters contemplated in this Agreement; (iii) no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement; (iv) this Agreement may not be amended, added to, or altered except by a writing duly executed by each of the parties hereto, as set forth herein; and (v) no parole or extrinsic evidence whatsoever may be introduced or considered in any judicial or arbitration proceeding involving this agreement, for any purpose, including to interpret, explain, clarify, or add to this Agreement, except in any instance in which a provision is found in whole or in part to be invalid, illegal or unenforceable and subject to severability and the arbitrator or court undertakes to re-write or construe the severed provision as closely as possible to conform to the intent of the parties. For avoidance of doubt and for clarification,

the primary subject matter of this Agreement concerns and relates to Confidential Information. While this Agreement also involves the Purpose – as it concerns or relates to Confidential Information - , should there be any pre-existing or subsequent written agreements between the Parties, regarding the Purpose or otherwise, then obviously this Agreement cannot and does not constitute the entire agreement regarding the Purpose. And while this Agreement may contain a provision concerning formation, amendments, etc., with regard to other existing, future, or purported agreements, and that is binding, if such a provision exists that is a subject matter of this Agreement.

11.14 Amendments.

No modification, revision, supplementation, abrogation, termination, extension, waiver, or amendment to or of this Agreement, or any other agreement between the Parties, (including any attachments or exhibits) or any of its provisions, may be made, and any attempts shall not be binding, unless agreed to by duly authorized representatives of the Parties, in writing, executed, as set forth below in this section. There shall be no oral agreements regarding the subject matter of this Agreement, or any other purported agreement between the Parties. Electronic writings, including e-mail messages, text messages, tweets, instant messages, etc., their contents, and any attachments or links, and any prior or subsequent communications including oral discussions or negotiations concerning some or all of this Agreement , or any other purported agreement between the Parties, are not intended to represent and do not reflect an offer or acceptance to enter into (or amend, modify, revise, terminate, abrogate, extend, waive a breach or damages of, etc.) a binding contract, transaction or agreement, and are not intended to and do not bind any Party to this Agreement, except as set forth below in this section. Absent the written electronic express statement to the contrary as set out below, it is the express intention of the Parties, and the Parties agree, with regard to or concerning this Agreement, or any other actual or purported agreement between the Parties, that the Parties may determine that they wish to attempt to negotiate and enter into written agreements that are binding, that amend, modify, supplement, revise, terminate, abrogate, extend, waive a breach or damages, of this Agreement, or any other purported agreement between the Parties, however, the Parties intend and will continue to intend that there shall be no contract formations, waivers, revisions, modifications, supplementations, abrogations, extensions, amendments, or modifications, without one or more formal written documents executed with holographic signatures by hand with ink pen on paper (aka “wet signatures” or “pen on paper signatures”), or by means of formal secure digital signature contract execution (such as by DocuSign, or Adobe eSignature) (“secure digital signatures”), signed by duly authorized representative of each of the Parties. Any (alleged) communication to the contrary in the past, now or future, is not binding on any Party to this Agreement. The written express statement mentioned above (“electronic express statement”) shall be the following, or that which expresses the same intent as the following: “I expressly intend that this shall constitute an electronic signature to a writing thereby [forming, modifying, amending, abrogating, granting an extension in relations to, or waiving a breach to] a binding [contract or agreement].” For purposes of any agreement, a formal written document on paper with wet signatures (pen on paper signatures) or secure digital signatures and otherwise

consistent with the requirements herein, which is transmitted by facsimile, the internet, or any cell/wireless/mobile telephone system, or the like, as an image or .pdf document is valid when signed by pen on paper, or secure digital signatures, by all parties to be charged. The parties expressly state and intend that emails / texts / tweets / instant messages, etc., sent or received - even when there are multiples or combinations of these - do not include all of the essential or material terms required in order for there to be a legally binding agreement or contract between the Parties, agree that there is no meeting of the minds, and, regardless, are ineffective for purposes contract formation, modification, amendment, waiver, revision, supplementation, abrogation, extension, etc., without the electronic express statement mentioned above. No addition to or modification or consensual cancellation of this Agreement, notice or statement shall be binding unless made in one or more formal written documents consistent with the pen on paper signatures, secure digital signatures, or "electronic express statement" requirements herein. Any purported communication to the contrary is not binding.

No waiver of any breach of any provision of this agreement, notice or statement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and wet signed by pen on paper, secure digital signatures, or electronic express statement as set out herein.

11.15 Dispute Resolution.

The Parties shall endeavour to resolve any differences of opinion which may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their attorneys and unless in the opinion of any party, acting reasonably, the matter in dispute is of such a significant nature to warrant it being addressed otherwise, no party shall commence any public proceedings until the negotiations have failed to produce a resolution. In furtherance of the provisions of this paragraph, all Parties hereby agree to make themselves available on short notice and to negotiate promptly and in good faith, any matter any party may wish to negotiate. If there is no resolution then the Parties agree that any dispute, claim, or action hereunder shall be resolved exclusively in and with a court of law or equity having jurisdiction over the Parties and subject matter.

11.16 Construction.

If there is any controversy regarding this agreement or the terms of this Agreement, this Agreement, will be deemed to have been drafted by all parties herein and will not be strictly construed as against any party. The parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further, the parties acknowledge that they have engaged in negotiations to reach this Agreement.

11.17 Counterparts.

This Agreement, may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement, including the judicial proof of any of the terms hereof. A photocopy, fax copy, or electronic image copy, which depicts the inclusion of one or more signatures by pen on paper, shall be deemed an original.

11.18 Attorneys' Fees.

Reserved.

11.19 Authority.

Each person signing warrants and represents that he or she has full authority to enter into this Agreement, and that all representations and warranties in this Agreement, are true and correct.

City of Stockbridge, GA	InterDev
Name:	Name:
Title:	Title:
Signature:	Signature: 
Date:	Date:
<i>I have authority to bind Client.</i>	<i>I have authority to bind Company.</i>

Addendum A



17RFP112017- DRR

Information Technology Supportive Services for City of Stockbridge, GA



Atlanta

2650 Holcomb Bridge Road
Suite 310
Alpharetta, GA 30022
770-643-4400

December 6, 2017

Chicago

2700 Patriot Boulevard
Suite 250
Glenview, IL 60026
847-503-0660



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Letter of Transmittal

City of Stockbridge, GA
Donald R. Riley, CPPB
Procurement Specialist
4640 North Henry Blvd.
Stockbridge, GA 30281

Dear Mr. Riley,

InterDev is pleased to respond to City of Stockbridge's Request for Proposal, "IT Supportive Services". InterDev is proud of its public-private partnerships with the various government agencies that rely on our comprehensive services to support their daily operations.

InterDev is a premier provider of Government Information Technology and GIS Services, and as such will be responding to this RFP. The following resource will be InterDev's primary contact for the City in this regard.

Gary Nichols, CEO
InterDev
2650 Holcomb Bridge Road, Suite 120
Alpharetta, GA 30022
gnichols@interdev.com
770-643-4400 main
www.interdev.com
Fed EIN: 58-2553449
E-Verify Company ID: 289161 Date: 12/11/09

We welcome the opportunity to partner with the staff and citizens of the City of Stockbridge. The pricing and services offered in this response will remain valid for 150-days.

Sincerely,



Gary Nichols, CEO
InterDev, LLC

Executive Summary

Information Technology (IT) Services

The City of Stockbridge is seeking a firm to provide Information Technology services for all municipal operations. InterDev understands that IT and software services may be onsite, hosted in the cloud, or provided in a Software as a Service (SaaS) model. InterDev is experienced in each of these areas and can help the City determine the best solutions for providing the highest quality services possible for the citizens of Stockbridge.

InterDev meets and exceeds all minimum requirements as stated in the RFP. InterDev's engagements with local government accounts have given us excellent insight and experience with the current hardware and software solutions favored by cities, counties and public safety departments. Our approach to securing the City's environment will reduce long-term expenses, increase compliance with State and Federal Regulations and minimize downtime so the City's staff can better support their citizens. InterDev's knowledge of the top tier municipal software solutions, including Tyler (Incode, EnerGov, Munis), BS&A, Charles Abbott, and others and our close working relationships with their service and support teams enables our staff to proactively support the City's use of the software and quickly find resolutions to issues.

The City has requested the following items in its Scope of Services (SOS). Each of these areas is discussed in this response. These service areas are standard operating processes for each of the municipalities that utilize InterDev's Managed IT Services.

- Strategic Planning and Budgeting
- Support, Management & Monitoring of Servers and Infrastructure
- Provide a Disaster Recovery Strategy
- Software/Third-Party Applications Services
- City's IT Liaison/Representative
- Help Desk Support – manage and perform
- Audio and Video Recording and Streaming
- Support Services Response
- After hours Emergency Services
- Security Maintenance

As an IT Service provider for the City of Stockbridge, InterDev will continue to apply its expertise to help the City protect and secure its facilities, enhance the quality of service for all departments, minimize spending, maximize ROI and ensure the efficient and secure operation of its network and computer systems.

Section 2 – Project Plan and Company Information

Section 2.1 Primary contact:

Gary Nichols, CEO
InterDev
2650 Holcomb Bridge Road, Suite 120
Alpharetta, GA 30022
gnichols@interdev.com
770-643-4400 main
www.interdev.com
Fed EIN: 58-2553449
E-Verify Company ID: 289161 Date: 12/11/09

Section 2.2 Project Plan – Scope of Work

Support Methodology

InterDev's approach to seamless technical operations management for our clients is simple: **closely monitor day-to-day operations; establish best-in-class operational policies and procedures; embrace applicable new technology; and look to the future to optimize planning.** We leverage technology to proactively head off problems before they occur; we provide convenient, accessible methods for users to report and receive resolution of any issues that cannot be averted. Notably, this approach produces efficiencies by reducing service calls and systems downtime, thereby decreasing the staffing requirements and expense normally associated with IT Managed Services of the size and scope requested by the City. InterDev sees Risk Management and network security as critical components for the optimization of operations at the City.

InterDev has comprehensive Network Security experience. We have found that leveraging the right technology to monitor, filter, secure, and backup/archive a client's network, infrastructure, and data drastically reduces the risks and vulnerabilities seen in media headlines every day. Our approach to securing the City's environment will reduce long-term expense, increase compliance with State and Federal Regulations, and minimize downtime so the City's staff can better support the citizens of Stockbridge.

The success of providing IT support and updates for the City's multifaceted infrastructure requires expertise, project management and a highly-skilled technical team who can hit the ground running. InterDev's proven capability to stand up government-ready IT systems and provide IT services to local municipalities—from temporary to permanent facilities—sets InterDev apart as distinctively positioned to offer innovative IT services to the City of Stockbridge.

Project Management – InterDev has an established Project Management Office consisting

of a team of project managers who are tasked with managing large or complex projects. The City's onsite lead technology resource will be tasked with local project consolidation and coordination with our internal PMO. Our project managers are PMP certified by the Project Management Institute (PMI).

Hardware and Software Standards – By implementing a standard for all IT hardware purchases, we reduce support time and cost by increasing efficiency of support staff for service and repair.

Remote Management of Servers and Desktops – Visibility and remote control of desktops allows InterDev to quickly identify issues/problems, and directly begin work on a remedy on a user's system without having to leave their desk.

Cross Training of IT Staff – Our staff is trained in a variety of disciplines so that critical knowledge is shared and does not reside with just one technical resource. This provides support flexibility for the InterDev staff and better response and reaction time for the City.

Automated IT Ticketing System – This tracking system ensures that user issues are documented, time stamped and handled in a timely fashion, and that no items go unaddressed. Strict response times and resolution rates drive efficiencies for our staff and reduce downtime for the City's end users. A careful review of trends seen in ticketing issues gives InterDev valuable feedback about not only our efficiencies, but also highlights areas where software changes and upgrades or end user training may be in order.

Identifying Innovative Technologies – InterDev not only stays on top of the current technology and trends, but strives to understand how these technologies can be used effectively and beneficially by our clients. Technology for technology's sake is not the answer, but rather what is the best solution to the problem.

Evaluating and Adopting Innovations – InterDev embraces new technology and endeavors to test it extensively before it is pushed out to our clients—provided that it is the right solution—to a legitimate business need.

Support Resources

InterDev's support team will rely upon the City's current systems and equipment or hosted SAS services to provide technology applications and platforms for the City. InterDev would expect that the City would supply City-owned notebook computers, software and cellphones for the assigned onsite staff. InterDev will supply any specialized security scanning appliances which may be used by InterDev during a security assessment of the City's environment.

InterDev will use LabTech to monitor and track each PC and system within the City network. This solution enables InterDev to monitor and keep track of all the City's technology users so we know who's who and how to support them effectively. LabTech and ConnectWise are completely

integrated across the support, CRM, ticketing and help desk functionality. That means that we use the same system to service, support and manage client issues. Every note, mail, service ticket, project, opportunity, quote, task, to-do or client-related attachment can be accessed from one spot. ConnectWise manages it all from first contact, through work in process, to detailed resolution with a complete audit trail.

Customer Satisfaction and Citizen Interaction

InterDev recognizes that IT Support and planning are primarily service focused functions. The InterDev team will strive to support all departments equally and equitably. Because we support all departments within the City through our services; our goal is to provide timely responses to all support issues and to proactively provide technology services in support of departmental goals and objectives. InterDev's team will propose what is deemed the best technology solutions based on the goals, the situation, and technology trends – but will also prepare alternative technology and services solutions if the initial recommendations do not meet budget, timeline, or other criteria for selection.

Scope of Work Overview – Information Technology

The City of Stockbridge is looking to partner with an IT services provider that can fully support, manage and provide guidance for the best use of technology in support of its service goals for the citizens of Stockbridge. InterDev provides its clients with highly trained staff that exhibit the drive, initiative and commitment to achieve the very best results for the customers they serve. InterDev's team will be dedicated to the success of the City and its initiatives and they will work closely with the City staff to improve services while monitoring budgets and reducing costs.

The City has requested the following items in its Scope of Services (SOS). Each of these areas is discussed in this response. These service areas are standard operating processes for each of the municipalities that utilize InterDev's Managed IT Services.

- Strategic Planning and Budgeting
- Support, Management & Monitoring of Servers and Infrastructure
- Provide a Disaster Recovery Strategy
- Software/Third-Party Applications Services
- City's IT Liaison/Representative
- Help Desk Support – manage and perform
- Audio and Video Recording and Streaming
- Support Services Response
- After hours Emergency Services
- Security Maintenance

Scope of Work – IT Support:

1. Strategic Planning

- InterDev will prepare and distribute a strategic management plan describing goals, objectives, and budgetary numbers to facilitate budgets and planning for the next year. For the IT team this role is expanded to cover all City Departments to ensure that all initiatives that have IT components are planned and coordinated across the City. This allows for resource planning and for the IT team to determine overlaps in technology and services, eliminating duplication and waste.
- For planning purposes, the CIO level experience you receive as part of our model will be invaluable in setting the direction of IT for the City. We will develop, with the input and approval of the City Manager and other City-designated staffers, a comprehensive strategic IT plan on a timeline to be mutually agreed upon by InterDev and the City prior to contract initiation and updated on a regular basis. As both technology and needs may evolve rapidly, we recommend semi-annual reviews of the plan.

2. Server and Workstation Administrative Services

- We utilize ConnectWise for our practice management application and LabTech for

ConnectWise v2016.1 (35535)

ConnectWise Today | My Projects | Service Ticket Search

ConnectWise | Recent | All | Nathan

Service Ticket Search > New Ticket

New Ticket

Summary: Exchange Email NOT Responsive

Company

Company: InterDev | Site: Main Location

Contact: Gary Nichols | Address 1: 2650 Holcomb Bridge Rd

Direct: (678) 672-1502 | Address 2: Suite 310

Email: gnichols@interdev.com | City: Alpharetta

State: GA | Zip: 30022

Country: United States

Ticket

Board: Service Desk | SLA: Standard SLA

Status: New | Agreement:

Type: General Support | Predecessor:

Subtype: | Estimated Start Date:

Item: | Due Date:

Duration:

Impact/Urgency: Medium/Medium

Priority: Priority 3 - Medium

SLA Status:

Initial Description

Unable to connect to Email Exchange Server

our server/desktop monitoring and support application. These best-in-class solutions have helped InterDev build an impeccable reputation among its clients for IT service and satisfaction. We envision leveraging this same technology to support efficient service delivery for the City of Stockbridge. We automate and monitor the patch management process for servers and workstations to ensure timely implementation of security updates. Automation is key to this process as it keeps this tedious yet critical task from being relegated to the back burner.

- This technology is scalable and can provide great insight into the support and optimization of the City's environment. We can accurately track equipment and software inventory to ensure an efficient refresh schedule. InterDev has an established a PC/Server Lifecycle plan for the City of Stockbridge to ensure that all desktop and laptop hardware is up-to-date and stays current with industry standards.

Data Backup and Disaster Recovery

- The foundational underpinning for the City's technology infrastructure will be the development and implementation of comprehensive disaster recovery and IT business continuity plans. These plans will directly influence policy, security, network and hardware infrastructure and software setup and deployment.
- InterDev will develop a business plan that identifies critical functions, identifies resources that support the critical functions, develops scenarios for potential disasters, and develops a strategy for testing and revising the plan. The plan will detail how long it will take to get back online, what it will cost and what plan is followed in the interim.
- InterDev has completely restructured and improved many backup and recovery infrastructures for our customers by implementing solutions that drastically reduce the amount of downtime that could occur during a disaster situation, while increasing the customers' backup capabilities. InterDev will improve backup and recovery systems and procedures to ensure all the City's critical data are properly protected.
- Annual reviews and training for the Disaster Recovery / Business Continuity plan will be conducted and after any significant changes that are made to the computer/network/ telecommunications, so that changes to the City's environment can be incorporated. In addition, audits and simulation of a disaster and recovery

will be conducted on a schedule to be mutually determined during initial planning.

3. Application Support

- Installing, configuring and maintaining any additional hardware and software is a fundamental component of our service. Our goal will be to ensure new products integrate and work effectively and perform as expected by the City, its staff and its citizens. InterDev commits to support the entire technology infrastructure for the City and effectively merging new technology into the environment is part of that commitment. Our team will act as the City's liaison during interactions with software vendors and support teams. *InterDev's teams are intimately familiar with the Tyler Incode suite of products and work closely with their sales, service and support teams.*

4. Network Administration Services

- Our staff has extensive network switching, routing, and security experience. We will manage all aspects of the City of Stockbridge network, along with looking at ways to improve IT operations to better serve the staff and citizens of the City. InterDev staff has experience with multiple VOIP systems, including the City's Cisco Unified Communications version 10.5 system.

5. Telephone, Email, and Audio Visual

- InterDev will manage and support the City's Microsoft Exchange email systems to provide a safe and secure communications environment for the City. This includes full archival services during the duration of the contract, to support all local, state and federal laws and regulatory requirements.
- New user accounts will be set up with appropriate security and access levels, and existing accounts will be reviewed to ensure they are in compliance. InterDev will engage in user and group data integration and aggregation to create common contact lists and facilitate scheduling of individuals and resources for meetings, events and action items.
- InterDev will help to support the City's VOIP phone system and work with the vendor to ensure all necessary updates and upgrades are evaluated and implemented according to City approved timelines and budgets.

InterDev will help to facilitate the design and then support the City's Audio and Video streaming systems and work with the vendor to ensure their efficient operation.

6. Remote Access Administration

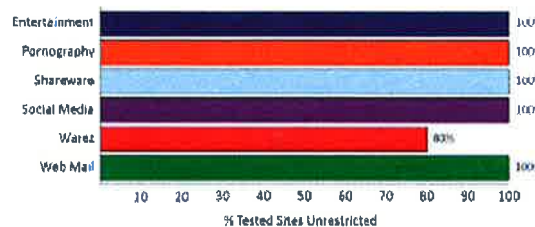
- InterDev will provide, monitor, and improve upon any existing VPN system that the

City has been utilizing. We will make sure that all access through the VPN is secured to comply with various government and industry standards, along with maintain a two-factor authentication system for access for added security.

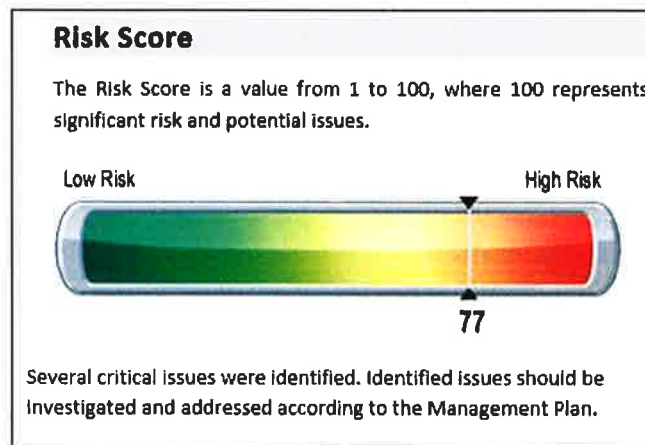
7. Annual Vulnerability Assessment

- At InterDev, we strive to provide best practice security services using state of the art techniques and tools. To conduct our Vulnerability

Internal Vulnerabilities



Assessment, we use the Rapid-Fire Tools Network Detective Scanner. Driven by the largest and most up-to-date knowledgebase of vulnerability checks in the industry, Rapid Fire Tools external and internal scanners safely and accurately detect security vulnerabilities across your entire network. As an on-demand service, new signatures are delivered weekly, giving users the ability to scan for the latest threats. Network Detective's extremely accurate scans eliminate the time drain of chasing false positives, false negatives and host crashes.



- In addition to using the Network Detective Scanner, InterDev provides detailed analysis of all vulnerabilities discovered during the scanning process. We then provide customized remediation suggestions to fit the needs of your organization. We can also assist or carry out any task that is associated with our recommendations.

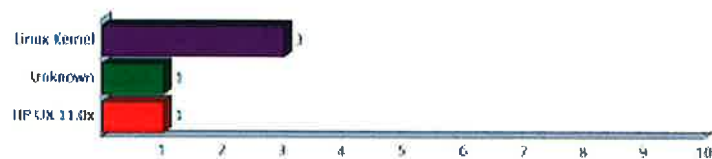
External Vulnerabilities



Host Issue Summary

Host	Analysis	Open Ports	High	Med	Low	False	CVSS
42.62.65.25	Medium risk	14	0	1	3	0	2.6
176.28.51.58 (rs208305.rs.hosteurope.de)	High risk	7	1	2	2	0	14.4
46.38.236.232 (fbnhffmnn.de)	Medium risk	13	0	2	4	0	8.8
63.230.176.46 (etsio-prod.cnf.com)	Medium risk	11	0	3	3	0	13.1
193.23.123.40 (rev-040.snrm.fr)	High risk	9	2	4	0	0	27.0
Total: 5	High risk	54	3	12	12	0	65.9

Detected Operating Systems



Service Levels and Response Times

Below is our standard calculation to determine support issues, primarily desktop support. We have also included a template for the matrix we use to help setup Service Level Agreements (SLAs) for clients. InterDev will work with the City to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with the City's expectations, business needs and budgets.

Urgency + Impact = Priority

An Incident's priority is usually determined by assessing its impact and urgency, where

- *Urgency* is a measure how quickly a resolution of the Incident is required
- *Impact* is measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

Incident Urgency (Categories of Urgency)

Category	Description
High (H)	• The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor Incident can be prevented from becoming a major Incident by acting immediately. • Several users with VIP status are affected.
Medium (M)	• The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low (L)	• The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

Incident Impact (Categories of Impact)

Category	Description
High (H)	- A large number of staff are affected and/or not able to do their job. - A large number of customers are affected and/or acutely disadvantaged in some way. - The damage to the reputation of the business is likely to be high. - Someone has been injured.
Medium (M)	- A moderate number of staff are affected and/or not able to do their job properly. - A moderate number of customers are affected and/or inconvenienced in some way. - The damage to the reputation of the business is likely to be moderate.
Low (L)	- A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. - A minimal number of customers are affected and/or inconvenienced but not in a significant way. - The damage to the reputation of the business is likely to be minimal.

The finalized Priority Matrix for each Service Level or SLA layer would look something like below.

		Impact		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

Priority Code	Description	Target Response Time	Target Resolution Time
1	Critical	30 Minutes	1 Hour
2	High	1 hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	24 Hours
5	Very low	1 Day	1 Week

An SLA structure such as this helps increase our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set City staff expectations for when they can expect their incident or service requests to be filled. These levels can be modified by department if higher response levels are necessary for certain City services (i.e. Public Safety).

Section 3 Project Deliverables

InterDev will work with the City of Stockbridge project sponsor and develop an approved communications plan with the status and completion of each deliverable and approved project. Weekly reporting of support tickets and SLA compliance and issue resolution is standard, but can be modified should the City find it necessary.

Project Management and Approach

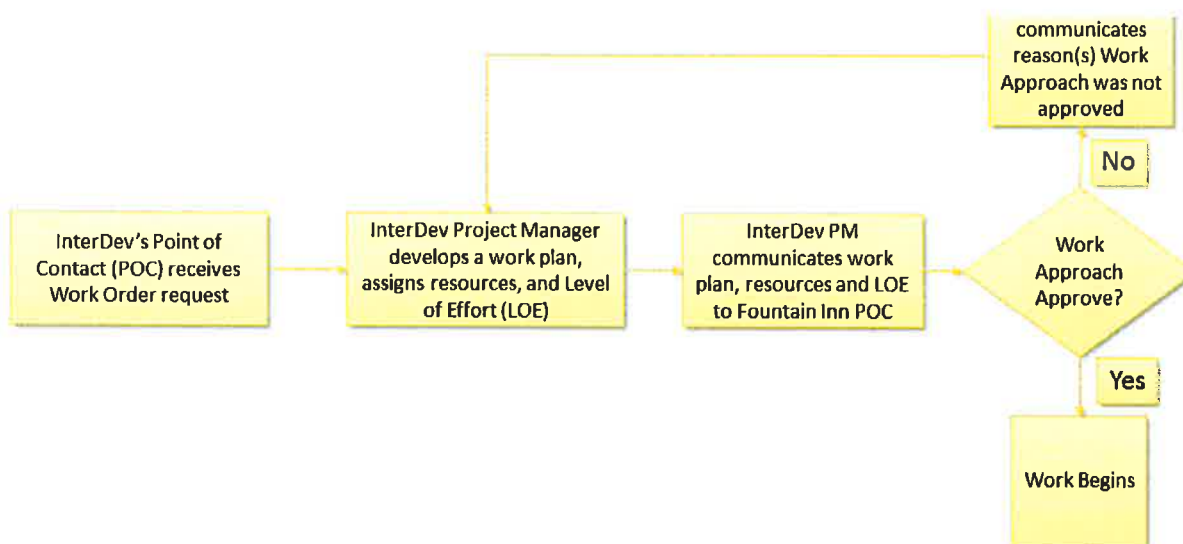
InterDev will apply our proven IT project management and oversight principles for this engagement. The InterDev project management methodology is based on the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) to ensure the highest quality through effective planning, application of technology, communication, and controls.

InterDev has an established Project Management Office consisting of a team of PMP certified project managers who are tasked with managing large and complex projects. This project's lead technology resource will be tasked with local project consolidation and coordination with our internal PMO.

Our project management methodology implements a process that includes chartering the project and project team, developing a project plan, securing endorsement of the plan, directing and managing the work, monitoring project status, proactively managing change, continually communicating with stakeholders, and effectively closing out tasks and the project. It sets clear standards for cost controls and quality assurance, and monitors progress during each step of the process.

Project Workflow

The diagram below is a general Project Workflow used to manage project and client correspondence.



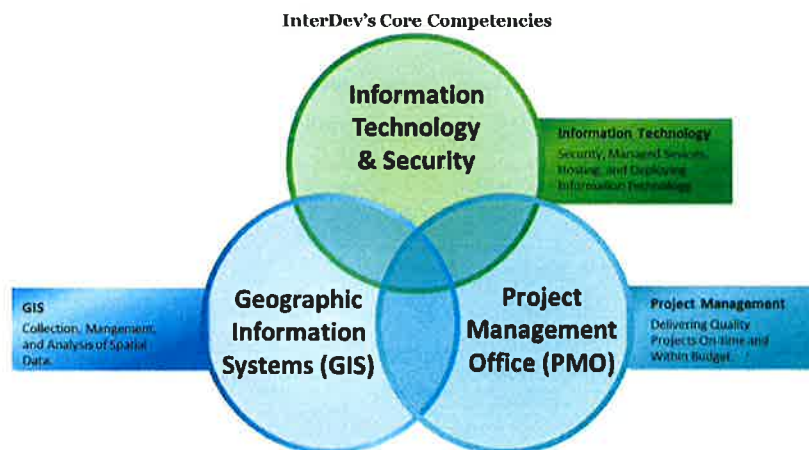
Section 4 - Staffing

4.1 Onsite Staff

InterDev will provide the City of Stockbridge with a Tier II Systems Engineer to provide mid-tier technical support and serve as the Principal in Charge liaison for City Staff and InterDev resources. Coordination and management of all InterDev resources will be communicated to the City Sponsor through the designated resource.

Corporate Background and Qualifications

InterDev has been providing information technology (IT) services and support to government, education, business and non-profit organizations for more than three decades. InterDev provides and supports a broad spectrum of technology solutions including servers and networks, security and backup/disaster recovery solutions, Geographical Information Systems (GIS) and voice and data products and architectures. InterDev is headquartered in Alpharetta, Georgia with offices in Chicago, Illinois.



InterDev History and Vision

InterDev's founder, Gary Nichols, is a recognized innovator in the IT industry, in part because of his consistent focus on the importance of strategic planning and visioning. While other companies were struggling to react and adapt to the rapid acceleration of technology that began in the 1980s, Nichols and his team were encouraging clients to adopt a disciplined, future-focused approach to every IT effort.

In the 1990s, long before most IT firms had heard the term "public-private partnership" (PPP), Nichols and his team were contracting with the State of Georgia's Office of Insurance and Safety Fire Commissioner to assist with strategic IT development, a contract that InterDev retains to this day.

In 2010, InterDev again took a leading role in the PPP movement when it was chosen by the City of

Sandy Springs for end-to-end management of its technology functions. Today, InterDev provides fully managed IT services to many cities in Metro Atlanta, five cities in the suburbs of Chicago, Illinois and another municipality in southeastern South Carolina. InterDev is an IT partner with the administrative and public safety divisions of more than a dozen other cities and government agencies. Overall, InterDev has completed successful projects with more than 35 public-sector entities.

InterDev has continued to promote the importance of strategic planning and visioning. By assisting its public-sector partners in developing and executing one, three and five-year planning efforts they have reached the goal of adopting innovative, transformative IT methodologies that lead to continuous improvement.

InterDev maintains a clear focus on achieving in the present while planning for the future. InterDev's breadth of knowledge enables the company to work with technology systems from all periods and at all levels of complexity, including the legacy systems common in public-sector environments. InterDev has a proven ability to bridge the gap between older hardware and software and new technologies as we help our government partner's transition to contemporary solutions. Furthermore, in situations where public-sector systems require updating, InterDev's recommendations routinely result in significant operating and maintenance cost reductions.

Core Values

InterDev is committed to providing top-tier services to municipal and small-to-medium enterprise corporate environments and nonprofit clientele. We apply an enterprise mentality to our work and insist on the highest ethics from our staff. We strongly believe in honesty, fair dealing, client-first mentality, respect for all, sustainable growth and stewardship of resources. InterDev is a diverse organization, both in principle and practice.

Experience

InterDev's experience in the municipal sector, working with cities and other government entities to support their business processes sets us aside from our competition. Our team is dedicated to work with the end users at each municipality to provide the best quality support processes possible.

The hallmark of InterDev's success in both the Public and the Private Sectors have been the coordination of efforts and resources with the goals and objectives of our clients. This management of efforts for our clients and their constituents is essential to the continued success of these operations. Cooperation between the InterDev staff, City Staff, vendors, neighboring communities or municipalities is key to leveraging the effectiveness and efficiency of shared initiatives and projects.

Public – Private Partnerships

Today, it is no longer practical or affordable for municipalities to single handedly stay abreast of the latest developments in IT, whether implementing cutting-edge technology systems or defending

against imminent data threats. InterDev has entered into public-private partnerships with select municipalities to bring its award-winning expertise to bear on behalf of these entities and their citizens.

As threat landscapes become more hostile, and budget restrictions make it more difficult for governments to stay current with emerging technologies, InterDev's security focused Managed IT Services offering has become the model for nearly two dozen successful public-private partnerships. Our ongoing work with cities and counties positions us to help the City of Stockbridge leverage powerful synergies that will result in more efficient, enhanced service delivery to the public. As the City's IT Service provider, InterDev will apply its expertise to help the City utilize both inter-city sharing, and to explore a "low to no-cost" Disaster Recovery exchange with a sister City or other public-sector site which is not subject to the same environmental risks.

InterDev's recent efforts to help in the sharing of technology, resources and costs to the benefit of other municipalities have included: leveraging mutual failover and disaster recovery protection between neighboring cities; sharing for mutual benefit the utilization of existing and proposed fiber related to Traffic Management and 911 services; working with local cities to directly and securely share public safety data for crime analysis; and coordinating efforts to share the cost of aerial imagery and LIDAR data for GIS mapping of local geographies.

For governments, whose budgets are increasingly restricted, municipal knowledge sharing and resource pooling is no longer a theoretical concept—it is a proven model for dynamic leadership and success. InterDev's existing partnerships with local area governments and agencies will enable the City of Stockbridge to more easily embrace this model for the benefit of the City and its citizens.

Municipal Accounts

InterDev's municipal customers include, but are not limited to, the following cities, counties or agencies:

- City of Sandy Springs, GA
- City of Dunwoody, GA
- City of South Fulton, GA
- City of Chamblee, SC
- City of Decatur, GA
- City of Tucker, GA
- Rockdale County, GA
- Columbia County, GA
- City of Beaufort, SC
- Village of Glenview, IL
- Village of Buffalo Grove, IL
- Village of Lake Bluff, IL
- Village of Kenilworth, IL
- Village of Lincolnshire, IL
- City of Highland Park, IL - Public Safety
- City of Lake Forest, IL - Public Safety
- City of Albany, GA
- City of Stonecrest, GA
- City of Holly Springs, GA
- City of Douglasville, GA
- Hall County, GA - Board of Commissioners
- Henry County, GA
- Lowndes County, GA - Board of Commissioners
- State of Georgia, Office of Insurance and Safety Fire Commissioner

With over 35 years of experience, InterDev's client list includes more than 1,250 businesses, governments, non-profits, school systems and other organizations. These varied accounts include more than 20 fully managed IT accounts – where InterDev provides their complete IT department staff and support services, from CIO to Helpdesk and all strategic planning, security, networking and troubleshooting. InterDev has regular accounts that use specific subsets of our Managed Services Plan such as server monitoring or security audits, and accounts that prefer a simple break-fix support agreement and call for IT service as needed.

Staff Certifications

In order to keep up with the rapid pace of the technology marketplace, InterDev puts forth a significant investment in continuing education and certification for every employee. Upon the first day of employment, our employees are held accountable to keep up with the latest technology solutions and trends. It is due to this requirement that our employees currently hold some of the most prestigious certifications in the technology industry. Some of these certifications include:

- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Solutions Expert (MCSE)
- Project Management Professional (PMP)
- Geographical Information Systems Professional (GISP)
- ITIL v3 Foundation
- CISCO Certified Network Associate (CCNA)
- Certified Government CIO (CGCIO)



Company Certifications

In addition to maintaining partnerships with numerous best-of-breed technology vendors, InterDev is a Microsoft Gold Certified Partner, the highest level of Microsoft solutions partners, and is a Certified Premier Level Reseller for Barracuda Networks. InterDev was recognized by Barracuda Networks as the top U.S. Reseller of the Barracuda Message Archiver. InterDev's close working relationship with industry leading hardware and software vendors provides our clients with critical information about the latest technology and the best practices for its use in their environments.



4.2 – Key Personnel

InterDev Management Team

The InterDev team assigned to this engagement represents decades of experience working with Information Technology in both the municipal and corporate arenas. As a company InterDev, has been providing IT consulting, support and planning services for over 37 years. Our work in the State and Local Government area has extended over 17 years. Each team member has extensive experience in his field and in these markets. InterDev is proud to offer a team of professionals to provide the services requested by the City of Stockbridge.

Gary Nichols, Founder & CEO

Gary Nichols founded InterDev in 1980 and along the way earned his stripes as an early adopter of PC technologies, local and wide area networking, the Internet, and the value of managed IT services.

Today Nichols leads a firm of 60+ and is responsible not only for managing the firm's strategic direction but also for overall operations and customer satisfaction. His extensive experience provides a vast background for consulting in the critical areas of network infrastructure, knowledge management solutions, cloud computing, network security and municipal IT



outsourcing.

Nichols' vision for how private-sector managed services could benefit the public sector, coupled with decades of service to varied local and state government agencies, is what ultimately led to the formation of successful public-private partnerships (PPP) with the City of Sandy Springs, the City of Tucker and the City of Dunwoody in Georgia.

Nichols earned a Bachelor of Business Administration from Georgia State University and is a Certified Information Systems Security Professional (CISSP). He is a member of the Technology Association of Georgia (TAG) and a volunteer with TAG-Ed.

Certifications:

- Certified Information Systems Security Professional (CISSP)

Competencies:

- Network Design
- Network Security
- IT Infrastructure
- Systems Integration
- IT Assessments & Audits
- Application Development
- Knowledge Management Solutions
- Disaster Response Planning
- IT Support/Help Desk
- Municipal IT Outsourcing
- VoIP/Telephony
- Drone Technology

Ashley Smith, Director of Government Services



Ashley Smith has served as the IT Manager at the City of Dunwoody for four years. His insight and planning have helped position the City of Dunwoody as a leader in the municipal arena. Smith and his team have worked diligently to ensure Dunwoody continues to set the bar for exceptional municipal services

for its citizens. He has been working in government IT for the last 10 years, at both the state and local level. Prior to joining InterDev, Smith served as the IT and Communications Manager for the City of Hapeville, Georgia, and as the IT Manager for the Hapeville Wi-Fi Network, part of the Wireless Community Georgia Grant program sponsored by the Georgia Technology Authority.

As a presenter at the Georgia Municipal Association's Annual conference and the Annual Mayors' Day conference, Smith has taught classes on best practices in government IT and on using technology to improve government operations.

Smith has a Masters of Public Administration from Georgia Southern University and has his **Certified Government CIO (CGCIO)** certification.

Certifications:

- Certified Government CIO (CGCIO)
- Cisco Certified Network Associate (CCNA)
- Network +
- GCIC Data Integrity
- DHS Technology Recovery Training
- DHS Project Management certificate

Competencies:

- FEMA Disaster Recovery Training
- Network Design
- Network Security
- IT Infrastructure
- IT Assessments & Audits
- Knowledge Management Solutions
- Disaster Response Planning
- IT Support/Help Desk
- Municipal IT Outsourcing
- VoIP/Telephony
- Tyler Incode
- Spillman
- Storage
- Security
- Windows Server Solutions
- NetApp

Daniel Schultheiss, Chief Operating Officer, COO



Daniel Schultheiss joined InterDev in 2006 as a Network Engineer and implemented InterDev's Managed Services platform. He played a key role during a major upgrade to the Lawrenceville Police Department's server infrastructure and was heavily involved in the program setup for InterDev's contract with the City of Sandy

Springs, transitioning the City from a hosted domain to an on-premise solution. While at the City Schultheiss managed a staff of nine employees including network engineers, helpdesk specialists and GIS staff.

From 2013-2014 he served as the IT Director at the City of Brookhaven, Georgia, where he was responsible for all IT infrastructure, systems integration, and telecommunications and provides support for the City employees, Police and Fire Departments.

In 2014 he was promoted from Government Services Director to the Director of Information Technology & Security, CSO for InterDev. Schultheiss shares his extensive expertise in government IT and Security to provide analysis and recommended enhancements for the IT infrastructure of corporations and municipalities supported by InterDev. He has 10 years of IT experience, including positions as Senior Systems Engineer and SAN Specialist for InterDev's corporate and municipal accounts.

Schultheiss graduated from the University of South Carolina in 2006 with a Bachelor of Science degree in Computer Engineering. He is a member of the Technology Association of Georgia (TAG).

Certifications:

- Certified Information Systems Security Professional (CISSP)

Competencies:

- Public Safety
- CJIS Support
- Security
- Storage
- Networking
- Dell EqualLogic
- VMWare
- Barracuda
- Palo Alto
- SonicWALL
- WatchGuard

Neil Matchan, Chief Technology Officer, CTO



Neil Matchan joined InterDev in 1998 as a Senior Systems Engineer. He served as Director of IT Services from 2006-2013, overseeing InterDev's Technology Department and all related projects and client interactions. In 2014 he was promoted to CTO, a role that more clearly represents the contributions he makes to InterDev today.

Matchan has been instrumental in developing, managing and growing InterDev's Managed Services program. Prior to joining InterDev, Matchan worked in corporate sales for CompUSA, where he was named a Top 30 performer in the nation for corporate sales, and was the #1 Account Executive at his location from 1995-1998.

Matchan studied Industrial Psychology at Georgia State University and graduated from the Network Administrator Specialist program at Oglethorpe University.

Certifications:

- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Systems Engineer(MCSE)
- Microsoft SBS 2008 Certified Engineer
- Barracuda NG Firewall Engineer
- Barracuda Networks Spam Certified Engineer
- VMware administrator
- Barracuda Networks Message Archiver Certified
- Barracuda Networks Load Balancer - Certified
- Dell Product Specialist since 1994

Competencies:

- Network Design
- Network Security
- IT Infrastructure
- Systems Integration
- IT Assessments & Audits
- Knowledge Management Solutions
- Disaster Response Planning
- Ruckus Wireless
- VoIP/Telephony
- Storage
- Security
- Microsoft SQL Server
- Windows Server Solution

Lewis Wilkinson, Senior Project Manager, PMP



Lewis Wilkinson joined InterDev in 2011 as an Account and Project Manager. In 2012, he spent an eight-month engagement overseeing the citywide Tyler Munis Enterprise Resource Planning (ERP) conversion at the City of Sandy Springs. He is currently managing InterDev's team of PMI Certified project managers in the

InterDev Project Management Office (PMO). During the first six months of 2014, Wilkinson worked closely with Village management and the GovIT Consortium transition team planning the orderly transition of five municipalities to InterDev's Managed IT Services.

Prior to joining InterDev, he spent 14 years working in sales, service, and support of ERP systems with companies including Computer Associates, SSA, BAAN, Systems Conversion, PowerCerv, BravePoint, and QAD. He has covered manufacturing, warehouse logistics, financial management and reporting in corporations in the USA and Mexico. During his InterDev tenure, he has worked extensively with Tyler Munis, Tyler Incode, New World Systems, Cityworks and the ESRI GIS software suite.

Wilkinson has deep experience with the implementation, project management, integration and oversight of enterprise systems with an emphasis in ERP and GIS systems.

Wilkinson earned a Bachelor of Arts in Sociology with Minor in Computer Science from Wake Forest University. He is a certified Project Management Professional as recognized by the Project Management Institute.

Certifications:

- Project Management Professional (PMP)®
- Certified ScrumMaster® (CSM)
- ITIL Foundations

Competencies:

- Enterprise Systems
- BS&A Software
- Tyler
 - Munis
 - Incode
 - EnerGov
 - New World Systems
- ESRI GIS Suite
- SAP R3
- Lawson
- Infor
 - Warehouse BOSS
 - PRMS
 - ManMan
 - CAS
 - BPCS
- QAD Logistics
- Microsoft Dynamics

Jesse Cail, Sr. Security Engineer, CISSP, GSEC



Jesse Cail is Interdev's Sr. Manager of the company's overall information security program. This includes identifying applicable regulatory compliance requirements and industry best practices, write and implement policy, develop user awareness training, conduct vulnerability and risk assessment, and the application of mitigating controls. Jesse has been tasked to research, test and implement security technologies without adversely impacting production environments. He has background in Windows Server Administration in virtual environments to include Active Directory and Exchange integration, DNS and DHCP configuration and management, group policy development and implementation, and all aspects of desktop and client support.

Knowledgeable in: NIST Cyber Security Framework, Payment Card Industry Standards, Criminal Justice Information Services Security, HIPAA Security Rule, IRS Pub 1075, Critical Security Controls, Check Point Software Blades and Gaia R77.20/R77.30, Cisco Umbrella/OpenDNS, Barracuda Networks Spam & Virus Firewall, Symantec Endpoint Protection Manager and Client (12 & 14), Thycotic Secret Server, Thycotic Password Reset Server, Kali Linux, NMAP Scanner, Nessus, Qualys, Nexpose, VMware ESXi, VMware vSphere, Microsoft Windows Server 2003, 2008, and 2012, Microsoft Exchange 2010, and 2016, SQL 2012 and 2014, Microsoft Direct Access, Windows 7, Windows 8, and Windows 10 Desktop Environments, Apple OS X, Apple IOS, Microsoft Office 2010, 2013, and 2016, WSUS 3.0, Ubuntu, Open SUSE, Air watch Mobile Device Management, U.S. Army Special Operations Forces Deployable Node family of systems, U.S. Army Special Operations Radio Integration System, and U.S. Army Special operations Tactical local area network (TACLAN)

United States Army

4th Battalion, 5th Special Forces Group (Airborne) – Fort Campbell, Kentucky
National Security Council, White House –Washington, D.C.
White House Communications Agency – Washington, DC

Certifications:

- Certified Information Systems Security Professional (CISSP)
- GIAC Security Essentials Certification (GSEC)

Competencies:

- Public Safety
- CJIS Support
- Security
- Storage
- Networking
- Dell EqualLogic
- VMWare
- Barracuda
- Palo Alto
- SonicWALL
- WatchGuard
- NIST Cyber Security Framework
- Payment Card Industry Standards
- HIPAA Security Rule
- IRS Pub 1075
- Critical Security Controls
- Check Point Software Blades and Gaia R77.20/R77.30
- Cisco

Mike Edelson, Geographic Information Systems Professional, GISP



Mike Edelson is an InterDev GIS analyst, with more than 13 years of experience in geospatial technologies in both private and governmental settings.

Edelson has managed multiple large projects, including GIS military master planning services for dozens of military installations throughout the world, including the United States, Afghanistan, Iraq, Kuwait, India, Bangladesh, Korea, and Kyrgyzstan. He was also a key participant and contributor in multiple local governmental startups, including the new Georgia cities of Sandy Springs, Johns Creek, and Brookhaven. He has an undergraduate degree in Geography from Florida State University, earned his Geographic Information Systems Professional certification, and is in the process of completing his certification as a Project Management Professional.

Competencies:

- GIS Enterprise Design & Management
- Web Mapping
- Project Management
- Application Development
- Cartography
- ArcGIS Online
- Military Master Planning
- Data Modeling
- 3-D Visualization
- Land Surveying

Certifications:

- GIS Professional (GISP)
- Security Clearance, US Department of Defense

Relevant GIS Project Experience

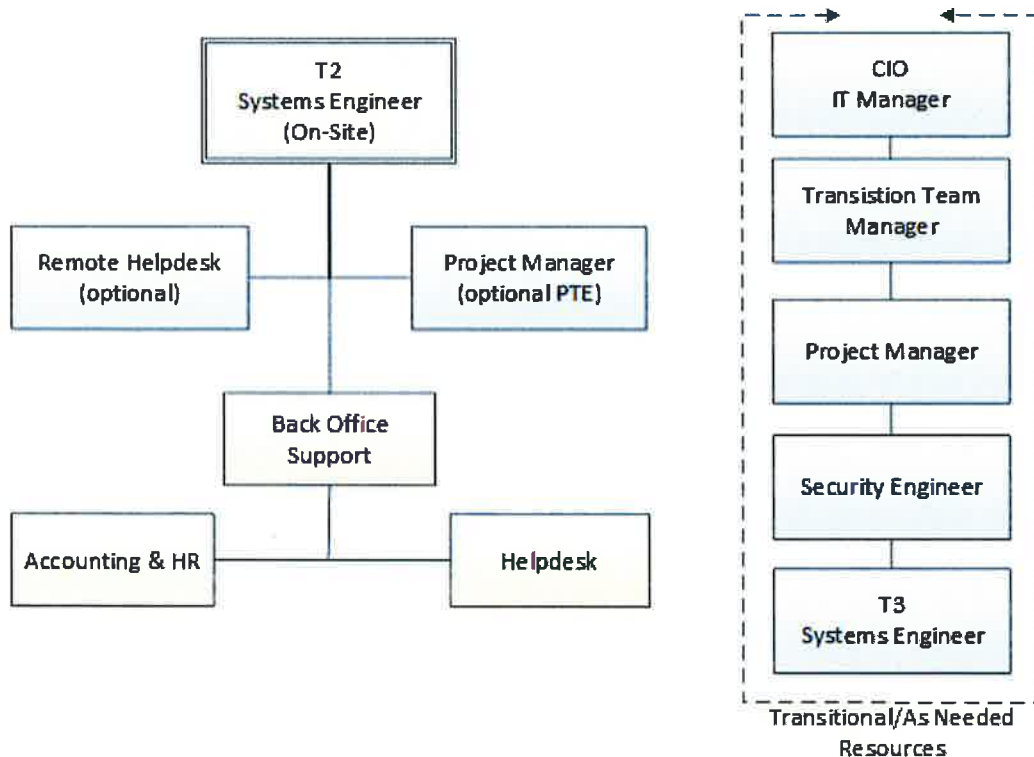
- **GIS Manager, City of Brookhaven, Georgia, 2013–2015** Managed the design, build, and implementation of the City's enterprise-wide GIS Department.
- **Project Manager, Duke Energy Nuclear Project, 2008-2013** Provided GIS services in support of two U.S. nuclear power facilities. Responsibilities include overseeing map production, quality control, data management, analysis, scoping, budgeting, and client services.
- **Senior GIS Analyst, City of Decatur GIS Services, 2012-2013.** Maintained the City of Decatur's core GIS data layers and supported the analysis and mapping of all city departments. These departments included: Planning & Zoning, Public Works, Fire, and Historic Preservation.
- **GIS Lead for Site Capacity Survey for Nine (9) Air Force Bases, Iraq, 2009–2010.** Services entailed interpreting, creating and analyzing products using Common Installation Picture (CIP) files to create GIS maps and datasets in support of base planning.

Section 4.3 Directory

Name	Title	Office	Cell	Email
Cail, Jesse W	Security Officer	678-672-1535	770-366-2549	jcail@interdev.com
Edelson, Mike	GIS Manager	678-672-1528	404-664-3874	medelson@interdev.com
Holder, Nathanael T	Project Manager	678-672-1508	770-843-3922	nholder@interdev.com
Nichols, Gary E.	CEO	678-672-1502	770-337-5900	gnichols@interdev.com
Schultheiss, Daniel	Chief Operating Officer	678-672-1522	678-372-9900	dschultheiss@interdev.com
Smith, Ashley J	Govt Services Director	678-672-1512	678-451-3589	ashley.smith@dunwoodyga.gov
Wilkinson, Lewis C	Senior Project Manager, PMP	678-672-1506	770-500-0138	lwilkinson@interdev.com

Section 4.4 Organization Chart – Stockbridge

City of Stockbridge, GA IT Support Team



Section 5 – Availability of Key Personnel

The resources to be assigned to this project will be available to begin the transition at the requested time. The designated Tier II systems engineer will be assigned exclusively to Stockbridge as a Full Time Employee. The allocation of all additional resources will be scheduled as needed and approved by the City's acceptance of the necessary Statement(s) of Work (SOW) for the designated tasks.

Section 6 - Project Schedule

Project Schedules and SOWs will be required and utilized for each project outside the scope of standard technical support services which are requested by the City. InterDev will prepare the schedules and SOWs in conjunction with City and InterDev resources to ensure accuracy and resource availability (from both City and InterDev).

Section 7 – Financials

Financial forms and information are attached in the Addendum section of this response. InterDev financials are confidential and InterDev requests that the City withholds this information from all public information requests or other publications.

Section 8 – Cost

Pricing can be found in separate Pricing envelope per RFP request.

References – Contacts and Descriptions

Location	Contact	Contact Information	Services	Startup Role
City of Sandy Springs, GA	John McDonough , City Manager	Phone: 770-206-1414 jmcdonough@sandyspringsga.gov	Full IT, GIS, and Security Services	GIS Team Staff for City Startup
City of Tucker, GA	Tami Hamlin City Manager	Phone: 678-597-9040 thanlin@tuckerga.gov	Full IT, GIS, and Security Services	Startup of Full IT, GIS, and Security Services
City of Dunwoody, GA	Eric Linton City Manager	Phone: 678-382-6700 eric.linton@dunwoodyga.gov	IT Team Staff for City Startup	Full IT, GIS, and Security Services
City of Douglasville, GA	Marsha Thomaston , City Manager	Phone: 678-796-5736 Thomastonm@douglasvillega.gov	IT Staffing, vCIO, ERP Implementation Services	IT Staffing, vCIO, ERP Implementation Services
Rockdale County, GA	James Howell , IT Director	Phone: 770-278-7076 jc.howell@rockdalecounty.org	IT Project Services for Network, SAN, Server and ERP Upgrades	IT Project Services, Network Planning, and Infrastructure Redesign
City of Beaufort, SC	Bill Prokop , City Manager	Phone: 843-525-7078 wprokop@cityofbeaufort.org	Full IT and Security Services	Full IT and Security Services
Columbia County, GA	Glenn Kennedy , Assistant County Manager	Phone: 706-868-3488 gkennedy@columbiacountyga.gov	IT Security Assessment	Project based Security and DR Planning
Village of Glenview, IL	Amy Ahner Director of Administrative Services	Phone: 847-904-4331 aahner@glenview.il.us	Full IT and Security Services	Full IT and Security Services

City of Sandy Springs

7840 Roswell Road, Building 500
Sandy Springs, GA 30350

John McDonough
City Manager
770-206-1414-office
jmcdonough@sandyspringsga.gov



Contract Description: Fully Managed IT Services and GIS Services

Place of Performance: Headquarters in Sandy Springs, GA

Period of Performance: April 2011 to Present

InterDev is providing and is responsible for all elements of the City of Sandy Spring's information technology, GIS Services, communications infrastructure and support. We provide all levels of support from CIO through network engineering, network security, network administration and helpdesk.

InterDev is actively assisting the City of Sandy Springs to leverage advances in the areas of multimedia communications, data processing and storage management to improve the public safety and services provided to the citizens of Sandy Springs. In pursuit of this goal, InterDev is working with internal and outside resources to provide upgrades to the City's current environment.

A critical component of the Sandy Springs project is a comprehensive failover and backup solution. In the event of a disruption or disaster at one of the facilities, the other site can start up as a temporary server and data location, providing extremely rapid and secure continuity of all IT services and communications for the City.

In support of the future requirements for unified/shared communications and rich media, including HD video, voice and data integration, InterDev deployed new infrastructure, systems and security solutions for the City of Sandy Springs. These upgrades enable the City's technology to support such direct public safety benefits as ALPR (automated license plate recognition) in-car and on-officer video, traffic cameras and the ability to patch in school-camera feeds all in a highly secure yet manageable environment.

City of Dunwoody

41 Perimeter Center East, Suite 250
Dunwoody, GA 30346



Eric Linton

City Manager

Phone: 678-382-6700

eric.linton@dunwoodyga.gov

Contract Description: Fully Managed IT Services and GIS Services

Place of Performance: Headquarters in Dunwoody, GA

Period of Performance: January 2012 to Present

InterDev is responsible for providing the complete Information Systems environment IT staffing and GIS services for the City of Dunwoody's, communications, technology infrastructure and support requirements. We provide all levels of support; from an advisory CIO position through security officer, network engineering, network administration and helpdesk positions.

InterDev is proactively assisting the City of Dunwoody to evaluate and deploy leading edge technology to best support the goals of the City and the requirements of its residents. All departments, including Public Safety and administrative areas, benefit from these technology advances and leverage them to deliver the best possible service levels for their residents. In pursuit of this goal, InterDev is partnering with internal and outside resources to provide upgrades to the City's current environment and planning for the future.

In support of the future requirements for unified/shared communications and rich media, including HD video, voice and data integration, InterDev recommended new infrastructure and systems for the City of Dunwoody. These upgrades enabled the City's technology to support such direct public safety benefits as ALPR (automated license plate recognition) in-car and on-officer video, traffic cameras and the ability to patch in school-camera feeds. InterDev is helping to foster the City's close collaboration with the City of Sandy Springs' Police and Fire departments. The integration and shared data and resources between these neighbors greatly extend the positive impact on public safety in both cities.

Village of Glenview, IL

2500 East Lake Avenue
Glenview, IL 60025

Amy Ahner

Director of Administrative Services

847-904-4331

aahner@glenview.il.us



Contract Description: Fully Managed IT Services

Place of Performance: Glenview Municipal Building, Glenview, IL

Period of Performance: January 2013 to Present

InterDev is responsible for providing the complete Information Systems environment and IT staffing for the Village of Glenview, communications, and technology infrastructure and support requirements. We provide all levels of support; from an advisory CIO position through security officer, network engineering, network administration and helpdesk positions.

InterDev is proactively assisting the Village of Glenview to evaluate and deploy leading edge technology to best support the goals of the City and the requirements of its residents. All departments, including Public Safety and administrative areas, benefit from these technology advances and leverage them to deliver the best possible service levels for their residents. In pursuit of this goal, InterDev is working with internal and outside resources to provide upgrades to the City's current environment.

Glenview is the leader of an IT consortium of five Villages in the Chicago suburbs called GovITC. InterDev was selected to provide fully managed IT services for all members of this consortium. We provide all IT services including resource and services sharing and planning for the consortium as a whole and each municipality individually.

Data Center Pictures

City of Sandy Springs, GA

City Stats:

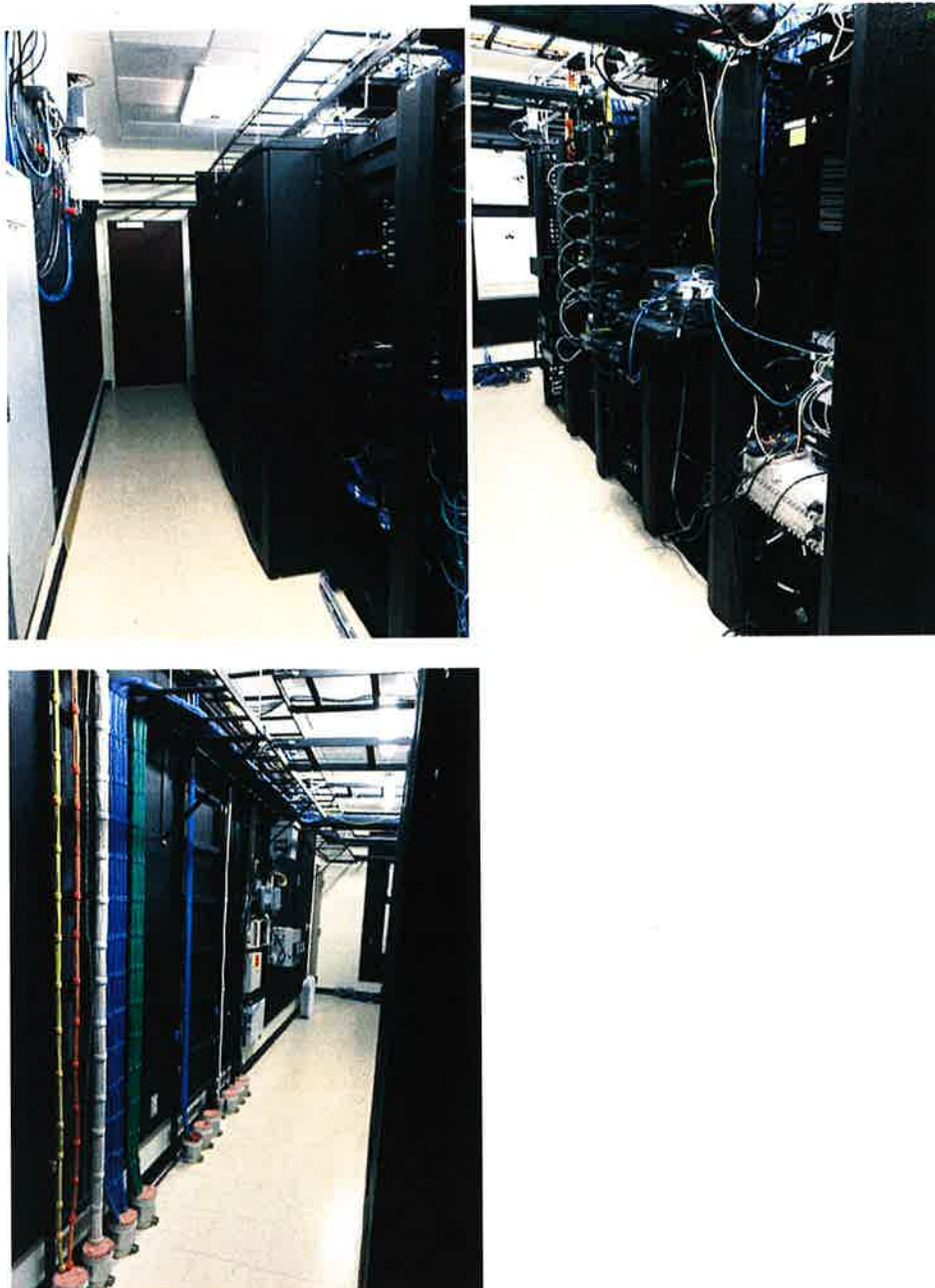
- End Users: 350 including Police & Fire
- Software: Tyler Munis – onsite servers
- Full Offsite replication for Failover DR



City of Douglasville, GA

City Stats:

- End Users: 235 including Police & Fire
- Software: BS&A – onsite servers



City of Beaufort, SC

City Stats:

- End Users: 225 including Police & Fire
- Software: Tyler Munis – Hosted



Security

Organizations must consider the importance of their security and the security of their data. The information you receive from your citizens as well as the information you maintain for the efficient operation of the City should be well protected. Proving that the City has a secure and stable network and computing environment assures citizens/customers that their information is safeguarded. You do not want to wait for a breach in security to attempt to secure your information. A data breach can cost in the millions of dollars. It could also result in extensive negative publicity and may subject the organization to on-going audits to ensure such an incident does not occur again. The cost of a security incident will almost always be higher than the cost of its prevention. Comprehensive security practices and structured IT maintenance procedures ensure a smooth road for municipal operations.

InterDev takes the security of our corporate and municipal clients very seriously. Our top executives are **CISSP certified** and provide the guidance and direction for the secure operations within our municipal clients. Our ProActive™ Security framework helps companies and municipalities raise the bar or establish new security levels that meet/exceed Security Best Practices. InterDev will guide your organization through the process to identify areas of vulnerability and develop a plan to address them.



InterDev is well versed in the security requirements related to the support and operations of Police, Fire and EMT. Our staff supports Public Safety operations across multiple States and in many local municipal operations. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state and federal agencies. All additional staff members assigned to support the City of Stockbridge will be subject to InterDev's rigorous internal background checks and any City background investigations requested. The categories below make up the areas investigated and assessed during an InterDev Security Assessment. These categories follow the ISO 27001 Security Standards – the leading international security standards organization for corporate and government operations.

Required Forms

RFP Pricing Form

Pricing

IT Staffing Rationale

We believe the City's desire to obtain a higher level of onsite Information Technology Support for the service, maintenance and management of its technology infrastructure and associated vendor relations, warrants a comprehensive Managed Services Plan with:

- **Tier II Systems Engineer** – on-site 40 hours per week (FTE)

This resource will be supported by InterDev's technology, security and project management resources for issues or special projects which are either outside the scope of this support contract or beyond the expertise level of the assigned Tier II onsite engineer.

Full Time Resources	Hourly Rate	Monthly Cost (FTE)
Systems Engineer Tier II • (FTE model of 2080 hours/year)	\$66.71	\$11,563
TOTAL Managed Services Price	Monthly Total	\$11,563
Resource/Service Rates will increase by 5% annually for the life of the contract.		

Additional Software and Services

<u>Recommended</u> Software Licensing	Rate	Cost
ConnectWise Ticketing and LabTech software – (server & desktop monitoring, patching, inventory and remote access)		
• Engineer license - per user (monthly)	\$75.00/engineer	\$75.00
• System License - per PC & Server (monthly)	65 systems @ \$3.00/month	195.00
Antivirus – Webroot antivirus software & updates		
• System License - per PC (monthly)	65 PCs @ \$1.50/month	\$97.50
Monthly Utilities Total		\$367.50

Additional Resources

Additional resources will be assigned during the transition time and will be available thereafter at a reduced hourly rate for City projects and planning.

InterDev will recommend that the City consider including some level of commitment for the following resources. Our experience working with municipalities has shown that the application of CIO level planning and dedicated IT project management resources has been a great benefit and savings in both City resources and expense. The rates for these and the other resources requested by the City can be seen in the attached hourly rate chart.

- Optional – CIO, IT Manager - Billed hourly or partial FTE based on City planning and budgeting processes for IT and cross-department technology use
- Optional - Project Manager –Billed hourly or partial FTE based on various technology selection, deployment or implementation projects
- Optional - Remote Helpdesk Support (available 7X24) as backfill for onsite FTE during vacation or absence.

COST PROPOSAL

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

GROUP 1 – INFORMATION TECHNOLOGY SUPPORTIVE SERVICES:

Position	Hourly Rate
Project Management per hour	\$96.00 /hour
IT SUPPORTIVE SERVICES:	
Principal-in-Charge IT Manager	\$ 168.00
Cloud Support Engineer Tier III as needed rate	\$ 150.00
Network Engineer, Licensed Tier III	\$ 150.00
Network Engineer, Not Licensed Tier III	\$ 150.00
Network Support Engineer Tier III	\$ 150.00
IT Support Professional Tier II	\$ 120.00 Full Time \$66.71
IT Support Technician Tier II	\$ 120.00
Help Desk Technician Tier I Helpdesk	\$ 77.00
Desktop Support Specialist Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 3 Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 2 Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 1 Tier I Helpdesk	\$ 77.00
Computer Repair Technician Tier I Helpdesk	\$ 77.00
Administrative (Sales)	\$
Customer Service Support	\$
Total Yearly Cost for IT Supportive Services Tier II FTE	\$ 11,563/mo \$138,750/year

Total Cost for All Services Rendered \$ 138,750

Cost for one (1) full time Tier II Systems Engineer onsite 40 hours per week. All project and additional additional requested resources will be provided at the rates above with pre-approval by City.

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R18-923

RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH INTERDEV TO PROVIDE FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF STOCKBRIDGE; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; PROVIDING FOR SEVERABILITY, REPEALING INCONSISTENT RESOLUTIONS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of Information Technology Support Services with InterDev.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract for Information Technology Support Services, attached hereto as Exhibit A and the Mayor is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.
5. **Effective Date** - This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter

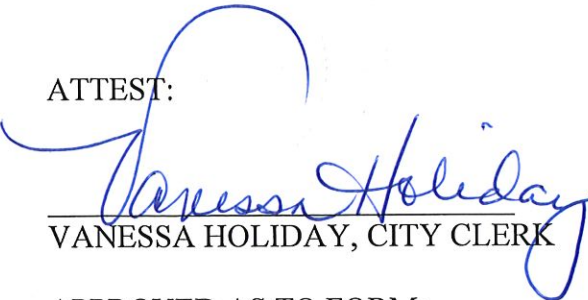
SO RESOLVED, this the 3rd day of April, 2018.

CITY OF STOCKBRIDGE, GEORGIA



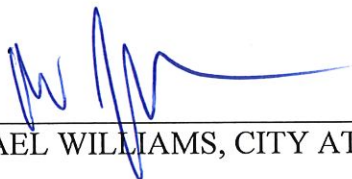
ANTHONY S. FORD, MAYOR

ATTEST:



VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:



MICHAEL WILLIAMS, CITY ATTORNEY

EXHIBIT A
CONTRACT



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

03/27/2018

FUNDING SOURCE

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ SPONSORSHIP
- ☐ DEPT. FUND BALANCE

FROM ACCOUNT: 100-15100-521211

TO ACCOUNT:

PRESENTER: DONALD R. RILEY, CPPB

ITEM/PROJECT/EVENT: 17RFP112017-DRR, Information Technol-

DESCRIPTION: InterDev. LLC shall provide Information Technology Services. Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; Enhance the quality of service to all of its employees, and ultimately the citizens; Minimize downtime and technical support costs; Ensure security of data and compliance with GA Records Retention requirements; Maximize return on investment in IT hardware and software and Plan and provide for Disaster Recovery procedures. InterDev. LLC shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

\$ 100,000.00



City of Stockbridge

Agenda Item Summary:

Page 1 of 2

Council Meeting Date
03/27/2018

Requesting Agency

Finance Department

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal – **Finance Department** - RFP#17RFP112017-DRR with InterDev LLC. (Alpharetta, GA) for the purchase of Information Technology Supportive Services for the City of Stockbridge. The term of this Agreement shall be for one (1) year with two (2), one (1) year renewable options.

Requirement for Council Action *(Cite specific City policy, statute or code requirement)*

In accordance with City of Stockbridge Procurement code, sections 3.30.080 (C) requests for approval of competitive sealed proposal, shall be approved by the City of Stockbridge City Council.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Council Focus Area or Goal)*

☒ Yes ☐ No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Finance Department request approval of recommended proposal to InterDev LLC. for Information Technology Supportive Services for the City of Stockbridge.

- InterDev shall demonstrate that it has at least five (5) local government clients that have contracted with it for the same or similar services within the last three (3) years, and shall provide the City with contact information for those clients to allow the City to obtain their recommendations as to the services rendered by InterDev. InterDev shall further satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in information technology, audio & video and telecommunication in a supportive role.
- InterDev shall demonstrate knowledge, skills, abilities and experience in the following areas:
- InterDev shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater.
- InterDev must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas;
- Enhance the quality of service to all of its employees, and ultimately the citizens;
- Minimize downtime and technical support costs;
- Ensure security of data and compliance with GA Records Retention requirements;
- Maximize return on investment in IT hardware and software;
- Plan and provide for Disaster Recovery procedures;
- InterDev are encouraged to provide as much detail as possible in this proposal regarding their capability and expertise, scope of services, and approach to protecting and securing the technology used by City users. This RFP requests specific information and in responding, InterDev are encouraged to provide any additional information they believe is relevant.

Agency Director Approval

City Manager's
Approval

Typed Name and Title

Phone

Signature

Date

Preliminary Timeline for upgrades to the City's existing systems (Audio & Video, Phone, Network, Email, Computers and all other IT functional support systems); and

- The City has the following locations that requires an active network, routers, WI-FI, and IT support functions that must be maintained at all times:
- City Hall – 4640 N. Henry Blvd. - 35 users;
- Municipal Court – 4602 N. Henry Blvd. – 4 users;
- Merle Manders Conference Center – 111 Davis Road – 200 users;
- Merle Manders Administration Building – 111 Davis Road – 5 users;
- Sanitation (Public Works) – 351 Taylor Drive – 30 users; and
- Water/Sewer Administration Building – 100 Stapleton Drive – 10 users.
- 5.2. City of Stockbridge has the following configurations, networks, domains, printers, and computers set-up for the following at the locations listed above:
- 5.2.1. Domains - The City currently has one (1) domain. Email is currently hosted at City Hall.
- 5.2.2. Servers Windows - 2008 R2 and Windows 2012 R2
- 5.2.3. Workstations - There is a mix of Windows 7, windows 8.1, windows 10.0 PRO systems currently on the network.
- 5.2.4. Printers The City utilizes a variety of desk top printers and business hubs.
- 5.2.5. Software - The software applications run/accessed by each department vary significantly, but the most critical include:
- 5.2.5.1. Microsoft Office 2007, 2013 and Office 365; 5.2.5.2. Windows Server 2008 R2 and 2012 R2; 5.2.5.3. Tyler InCode X, and Incode 8; 5.2.5.4. Courtware; 5.2.5.5. BIS Digital; 5.2.5.6. SQL; 5.2.5.7. Sonicwall GMS; 5.2.5.8. Minute Traq; 5.2.5.9. ISeries access to AS 400 based programs; 5.2.5.10. VMWare; 5.2.5.11. VEEAM; 5.2.5.12. Trend Micro Anti Virus; 5.2.5.13. Citrix; 5.2.5.14. Exchange 2010; 5.2.5.15. ARC GIS; 5.2.5.16. Asset Track; 5.2.5.17. Adobe Reader and Pro; 5.2.5.18. ARC Reader; and 5.2.5.19. InterGOV for GIS Software.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Information Technology Services – Administration - 100-15100-521211 - \$100,000.00

Exhibits Attached

(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Tabulation Sheet

Exhibit 2: Evaluation Scoring Sheet

Source of Additional Information

(Type Name, Title, Agency and Phone)

Randy Knighton, City Manager at (770) 389-7900 ext. 204

EXHIBIT 1 – CURRENT LIST OF UPCOMING PROJECTS

- 1) Multi-Factor Authentication**
- 2) DarkWeb Monitoring**
- 3) Upgraded Email Security Protection including Phishing protection**
- 4) Veeam Backup and Replication Solution**
- 5) New Police Department**
- 6) Ted Strickland Building**
- 7) Merle Manders Upgrade**

CITY OF STOCKBRIDGE



**RFP # 17RFP112017-DRR
INFORMATION TECHNOLOGY SUPPORTIVE SERVICES**

**RFP ISSUANCE DATE:
NOVEMBER 6, 2017**

**PRE-PROPOSAL CONFERENCE DATE:
NOVEMBER 29, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
DECEMBER 1, 2017 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:
DECEMBER 7, 2017 @ 12:00 P.M. EST (NOON)**

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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SECTION 1 INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Consultants (“Consultant” or “Consultants”) by the City of Stockbridge (“City”) is seeking services for an INFORMATION TECHNOLOGY (IT) SUPPORTIVE SERVICES for Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Consultant acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Consultant and team member shall have the minimum experience set forth in this RFP.
4. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Consultant:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Consultant to form an agreement. This solicitation is only an invitation for offers from interested Consultants and no offer shall bind the City. A Consultant’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
6. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
7. **Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Thursday, December 7, 2017**. Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, November 29, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall – 2nd Floor City Council Meeting Hall – 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Consultants responding to this RFP; however, Consultants are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Consultants will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. Each Consultant must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents,

unless it shall be subsequently incorporated into an addendum to the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Friday, December 1, 2017 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Consultants by addendum. Verbal responses are not authoritative. It is the responsibility of each Consultant to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Consultant may rely on any verbal response to any question submitted concerning this RFP. All Consultants and representatives of Consultants are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Consultant concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Consultant, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Consultants.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]"
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Attachment 3: Insurance. Consultant must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Consultant, if any. For purposes of this section, "Consultant" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Consultant is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Consultant and its consideration of such information in determining whether a Consultant is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Consultant and attached to this RFP. Further, if this RFP requires a successful Consultant that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Consultant must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Consultant if an Agreement is awarded to it Consultant.
- 14. Sub-Contractors and Manufacturers:** Consultants are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Proposal Documents:

- 15.1. Each Consultant is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Consultant, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Consultant shall promptly notify City in writing should the Consultant find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Consultants;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Consultant must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

16. Oral Presentations/Interviews: Responsive Consultants may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Consultant's proposal, and those with decision making ability and authority speak on behalf of and to bind the Consultant, must be active participants in the oral presentation. The City will notify responsive Consultants of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

17. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Consultant an Agreement for execution. All Consultants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Consultants response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Consultant should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Consultant by the City of Stockbridge City Council, the City will provide the Consultant with five (5) unsigned agreements. The Consultant shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

18. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Consultants. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

19. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal

Immigration Reform and Enforcement Act of 2011 (“**Act**”), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Consultant must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Consultant is such that Consultant is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Consultant must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Consultant itself. Where the business structure of a Consultant does not require it to obtain an EIN, each entity comprising Consultant must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Consultants intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

20. **Business License:** Consultant is requested to submit a copy of its current, valid business license with its Proposal. If the Consultant is a Georgia corporation, Consultant is requested to submit a valid City or city business license. If Consultant is a joint venture, Consultant is requested to submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
21. **Professional License:** Consultant must attach a copy any professional license required by this RFP with its response.
22. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
23. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
24. **Conflict of Interest:** Consultants are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #17RFP112017-DRR, Information Technology Supportive Services for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Consultants, and the Notice to Consultants concerning Conflicts of Interests, successful Consultants under this RFP are not precluded from responding to such solicitations.
25. **Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
26. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for

inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Consultant's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Consultant during discussions or negotiations may be held by the City as contractually binding upon Consultant. The City may seek clarification from a Consultant at any time during the procurement process, and failure of a Consultant to timely respond may be cause for rejection of Consultant's proposal.

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SUBMITTAL CHECKLIST

RFP #17RFP112017-DRR, INFORMATION TECHNOLOGY SUPPORTIVE SERVICES

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each Consultant to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Consultants printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. **The Cost Proposal must be submitted in a Separate and Sealed envelope.** Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES & 5 DIGITAL COPIES)	_____
4. REQUIRED FORM SUBMITTALS (FORM B)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: CERTIFICATION OF ACCEPTANCE OF RFP REQUIREMENTS	_____
5. BUSINESS LICENSE/PROFESSIONAL LICENSES	_____
6. W-9 FORM	_____
7. COST PROPOSAL (SEPARATE SEALED ENVELOPE)	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

RFP #17RFP112017-DRR, ON-CALL INFORMATION SERVICES FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Consultants with proven experience in Information Technology (IT) Supportive Services to submit proposals for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide various Information Technology and Telecommunication services in an open systems environment; have depth of knowledge and expertise to provide Information Technology, Telecommunication, and Audio Video services which support the mission of the City of Stockbridge.

3. INTRODUCTION

3.1.BACKGROUND

The City of Stockbridge is currently using an Consultant to provide IT support functions. It is the desire of the City to centralize IT functions as much as possible, while allowing departments the ability to coordinate department-specific projects and plans with the city's overall strategy. The City has decided to evaluate IT companies who can provide fully outsourced Managed Services solutions to meet the city's requirements. The city prefers a full time (five (5) days a week, between 8 AM – 5 PM except on Council Meeting days and City Holidays), on site I.T. Engineer, who may be an employee of the selected Consultant, subject to negotiation. The I.T. Engineer must have the ability to work with third party consultants daily to keep the City's IT infrastructure running at optimal efficiency at all times.

3.2 OBJECTIVE

To enter into a Professional Services Agreement with a qualified consultant who must have the abilities to perform, demonstrate knowledge, skills, abilities and experience in the following areas:

Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. The qualified Consultant must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; Enhance the quality of service to all of its employees, and ultimately the citizens; Minimize downtime and technical support costs; Ensure security of data and compliance with GA Records Retention requirements; Maximize return on investment in IT hardware and software and Plan and provide for Disaster Recovery procedures.

3.3 INTENT TO AWARD

The City intends to award to one (1) Consultant who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia.

3.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year with two (2), one (1) year renewable options. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City on December 31st of the year in which it was executed and on January 1st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

3.5 CONFLICT OF INTEREST NOTICE TO CONSULTANTS

- 3.5.1 Consultant shall not be affiliated with any potential Consultant or show any bias toward any particular company or provider.
- 3.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential Consultants.
- 3.5.3 In any circumstance where Consultant, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed

exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

3.6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 3.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Consultant to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Consultant is not responsible.
- 3.6.2 All proposed sub-consultants and sub-contractors must be listed in the Consultants response. Consultant shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.
- 3.6.3 Consultant must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.
- 3.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Consultant's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that

Sub-Contractor, removal of work performed by unapproved Sub-Consultant(s) and all permissible sanctions against the Consultant.

4. SCOPE OF SERVICES

The City request qualified Consultants with proven experience in Information Technology (IT) Supportive Services to submit proposals for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide various Information Technology and Telecommunication services in an open systems environment; have depth of knowledge and expertise to provide Information Technology, Telecommunication, and Audio Video services which support the mission of the City of Stockbridge, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

5. MINIMUM REQUIREMENTS

Consultant shall demonstrate that it has at least five (5) local government clients that have contracted with it for the same or similar services within the last three (3) years, and shall provide the City with contact information for those clients to allow the City to obtain their recommendations as to the services rendered by the Consultant. The Consultant shall further satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in information technology, audio & video and telecommunication in a supportive role. Consultant must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- 5.1. The Contractor shall demonstrate knowledge, skills, abilities and experience in the following areas:
 - 5.1.1. Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater.
 - 5.1.2. The qualified Consultant must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas;
 - 5.1.3. Enhance the quality of service to all of its employees, and ultimately the citizens;
 - 5.1.4. Minimize downtime and technical support costs;
 - 5.1.5. Ensure security of data and compliance with GA Records Retention requirements;

- 5.1.6. Maximize return on investment in IT hardware and software;
- 5.1.7. Plan and provide for Disaster Recovery procedures;
- 5.1.8. Consultants are encouraged to provide as much detail as possible in this proposal regarding their capability and expertise, scope of services, and approach to protecting and securing the technology used by City users. This RFP requests specific information and in responding, Consultants are encouraged to provide any additional information they believe is relevant. Preliminary Timeline for upgrades to the City's existing systems (Audio & Video, Phone, Network, Email, Computers and all other IT functional support systems); and
- 5.1.9. The City has the following locations that requires an active network, routers, WI-FI, and IT support functions that must be maintained at all times:
 - 5.1.9.1. City Hall – 4640 N. Henry Blvd. - 35 users;
 - 5.1.9.2. Municipal Court – 4602 N. Henry Blvd. – 4 users;
 - 5.1.9.3. Merle Manders Conference Center – 111 Davis Road – 200 users;
 - 5.1.9.4. Merle Manders Administration Building – 111 Davis Road – 5 users;
 - 5.1.9.5. Sanitation (Public Works) – 351 Taylor Drive – 30 users; and
 - 5.1.9.6. Water/Sewer Administration Building – 100 Stapleton Drive – 10 users.

5.2. City of Stockbridge has the following configurations, networks, domains, printers, and computers set-up for the following at the locations listed above:

- 5.2.1. Domains - The City currently has one (1) domain. Email is currently hosted at City Hall.
- 5.2.2. Servers Windows - 2008 R2 and Windows 2012 R2
- 5.2.3. Workstations - There is a mix of Windows 7, windows 8.1, windows 10.0 PRO systems currently on the network.
- 5.2.4. Printers The City utilizes a variety of desk top printers and business hubs.
- 5.2.5. Software - The software applications run/accessed by each department vary significantly, but the most critical include:
 - 5.2.5.1. Microsoft Office 2007, 2013 and Office 365;
 - 5.2.5.2. Windows Server 2008 R2 and 2012 R2;
 - 5.2.5.3. Tyler InCode X, and Incode 8;

- 5.2.5.4. Courtware;
- 5.2.5.5. BIS Digital;
- 5.2.5.6. SQL;
- 5.2.5.7. Sonicwall GMS;
- 5.2.5.8. Minute Traq;
- 5.2.5.9. ISeries access to AS 400 based programs;
- 5.2.5.10. VMWare;
- 5.2.5.11. VEEAM;
- 5.2.5.12. Trend Micro Anti Virus;
- 5.2.5.13. Citrix;
- 5.2.5.14. Exchange 2010;
- 5.2.5.15. ARC GIS;
- 5.2.5.16. Asset Track;
- 5.2.5.17. Adobe Reader and Pro;
- 5.2.5.18. ARC Reader; and
- 5.2.5.19. InterGOV for GIS Software.

- 5.3.** Experience, knowledge and abilities necessary to provide information technology supportive services with a proven track record of having accurate information. Interested consultants should send a written proposal to the City of Stockbridge – City Hall Finance 4640 North Henry Boulevard Ground Floor Finance Department – Purchasing Division, Stockbridge, Georgia 30281.

6. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
15%	Project Plan	15%
20%	Project Deliverables	20%
15%	Project Team Qualifications and Qualifications of Key Personnel	15%
10%	Availability of Key Personnel and Financial Consideration	10%
5%	Financial Consideration	5%
10%	Past Performance	10%
80%	POINTS	80%
20%	Cost Proposal	20%
100%	TOTAL EVALUATION POINTS	100%

7. PROPOSAL PREPARATION AND GUIDELINES

7.1 PROPOSAL FORMAT

Consultants are required to submit their proposals in the following format:

Technical Proposal. Consultants are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP.

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The City reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal Qualification submission requirements. All forms required by the City or provided by Consultant should be included. Please do not include any cost of any kind in this section

7.2 CONTENTS OF TECHNICAL PROPOSAL

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 25 pages (excluding the Required Form Submittals).

7.2.1 Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP.

7.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. The Technical Proposal shall be

arranged and include content as described below:

Section 1 - Executive Summary (Two (2) page maximum)

Proposer shall submit their approach to the work as it relates to a task order contract, understanding of the contracts goals and objectives and a demonstrated understanding of the contracts potential problems and concerns in a brief executive summary.

Section 2 - Project Plan (Four (4) page maximum)

Proposer shall submit a Project Plan that shall contain the following information:

- 2.1. Name and corporate headquarter address, telephone number and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed from the prime Proposer's firm.
- 2.2. Project Plan: Proposer shall describe their approach in tracking each task order's success in completing the work identified in Attachment 1, Scope of Work and must identify all major tasks; planned reviews of work associated with each major task, at a minimum, and any other information that will assist in the planning and tracking this project successfully. A description of methodologies, including best practices and benchmarks to be used shall be included.
 - 2.2.1. Project Approach Work Plan: Proposer shall provide a project approach work plan that summarizes their quality control on inventory, method for coordination of disciplines, cost control, schedule control measures, goals and objectives. (Two (2) page maximum)
 - 2.2.2. Project Schedule Control: Proposer shall demonstrate their understanding of the task order contract, and any potential problems and concerns. Schedules will be required for each task order. The schedule shall show the schedule control milestones and events through each phase of the work, including City decision points and reviews and approvals by the City. (One (1) page maximum)
 - 2.2.3. Project Cost Control: Proposer shall describe the cost estimating control used in upgrading or replacement of existing equipment and/or systems each within the established budget. The Plan must show special cost control milestones and events through each project of work; include City decision points, reviews and approvals by the City before performing or providing services; and have quantities updates and alternatives. (One (1) page maximum)

Section 3 - Project Deliverables

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and local ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

Consultant must indicate milestone for upgrading and/or replacing the City's existing networking and computer infrastructure system 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with Section 5.2 – Minimum Requirements.

Section 4 – Project Team Qualifications/Qualifications of Key Personnel

STAFFING

- 4.1. Proposer shall provide an Engineering IT Consultant and Principle-in-Charge who have a minimum of five (5) years' experience providing information technology supportive services.
- 4.2. Proposer shall provide the resumes and license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following:
 - 4.2.1. Name and title;
 - 4.2.2. Professional Background;
 - 4.2.3. Current and Past Relevant Experience;
 - 4.2.4. Relevant Training and Education;
 - 4.2.5. Courses completed during the past five (5) Years;
 - 4.2.6. Previous Work Experience related to Networks, Information Technology Supportive, Telecommunication, Audio and Video Support services;
 - 4.2.7. Include two (2) references for each key personnel member on similar projects; and
 - 4.2.8. Include the role and responsibilities that each key personnel member will perform on this project.
- 4.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- 4.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, and Service Technician(s) assigned with the overall project coordination. This shall include the following associated personnel:
 - 4.4.1. Technical Support;
 - 4.4.2. Consulting;
 - 4.4.3. Sales Support; and
 - 4.4.4. Network Support.
- 4.5. Proposer shall show the percentage of time key personnel will spend on this project during each phase of the project and provide information on the availability of all personnel proposed for this project assuming a NTP will be

issued two (2) months from the date of proposal submittal. Response shall include a complete description of other commitments and anticipated completion dates for the personnel assigned to this project.

Section 5 – Availability of Key Personnel

Based on the project time schedule, state percentage of time key personnel will spend on this project. Please provide the following information for the propose IT Engineer and their support team:

- 5.1. Percentage of time key personnel will spend on this project; and
- 5.2. Current workload of key personnel

Section 6 - Project Schedule

Project schedules will be developed and implemented on a per task basis.

Section 7 – Financials

Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Consultant's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Consultant must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Consultant" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

- 7.1. Instructions. If the Consultant is an individual, financial disclosures for that individual must be provided. If the Consultant is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Consultant is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Consultant (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.
- 7.2. Financial Information: The Consultant, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three (3) groups of requests below with the Proposal.
- 7.3. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows; or
- 7.4. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory

proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; or

- 7.5. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

Section 8 - Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 20 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 20, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): Lowest cost submitted. Each successive cost X Points allocated for cost in RFP = Cost proposal score.

Section 9 - Past Performance

Proposer must have, at a minimum, five (5) years relevant experience in providing Information Technology Supportive Services for entities comparable to the size of City of Stockbridge within the past five (5) years.

- 9.1.1. The name of the project, the owner, year performed and the project location.
- 9.1.2. Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
- 9.1.3. Services the proposing firm provided.
- 9.1.4. Indicate whether participation was as the prime or sub-consultant.
- 9.1.5. A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who oversaw the project for the owner.

SECTION 4 PROPOSAL FORMS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL Proposals **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Certification of Acceptance of Request for Proposal Requirements

Attachment 2: Georgia Professional License Certification

Attachment 3: Acknowledgement of Insurance Requirements

Attachment 4: W-9

Attachment 5: Cost Proposal

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Consultant, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm or person to fix the price or prices in the attached RFP or of any other Consultant, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and
that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is also whose address is _____, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2017.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned, _____, hereby submits its proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Bid Pricing Schedule, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2017

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2017.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs 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].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Consultant and each proposed sub-consultants using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

FORM 13

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR QUALIFICATIONS
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda #_____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

ATTACHMENT 1 SCOPE OF SERVICES (SOS)

1. GENERAL

As set forth in this RFP, Proposals shall conform to the scope of services and technical requirements as set forth herein.

The scope of services required by the City in connection with this request for proposal covers those services customarily provided to government entities by firms in the practice of consulting services for Information Technology Supportive Services. Consultant shall not subcontract any portion of the services to be performed under the contract without the prior written agreement of the City. Consultant shall perform the Scope of Services as outlined in the RFP, which will be integrated into the final contract. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time to meet the business needs of the City.

Understand City of Stockbridge Government (Reviewing the City's existing network and IT infrastructure system); The following describes the varied tasks that will be necessary to meet the requirements of this Request for Proposal:

1. Help Desk Support Manage

The Consultant must provide monitoring and track all support related issues and provide monthly updates to the City of significant support patterns or issues. Online ticket submission, commenting, and tracking must be provided. Historical support data should be available by user or issue type. Remote support and on-site support must be provided during business hours as requested. Regular business hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding national holidays. 24x7x365 support must be included in scope of proposal.

2. Desktop Support Perform

The Consultant must provide desktop support and perform basic support functions including but not limited to installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops, tablets, and desktops (or equivalent) for standard applications, database development and identifying and correcting hardware problems, performing advanced troubleshooting, and when requested by designated City personnel, provide assistance with software and hardware purchases.

3. Support, Management & Monitoring of Servers and Infrastructure

The Consultant must provide 24 X 7 X 365 monitoring and alerting, Windows patching and updates, remote and onsite remediation for all server/infrastructure related issues as necessary. Ensure scheduled preventive maintenance for equipment is promptly

performed. Set up new users and edit or remove existing users when requested; thus managing the computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recover-ability, and reliability of the system. Install new servers, software and hardware and transfer data when acquired.

4. Support Services Response

The Consultant must provide support personnel and they need to be available to meet all the needs associated with the parameters outlined in this request. In the event a problem needs to be escalated, a prescribed escalation process must be in place along with a time frame for resolving issues. Any service issue that needs to be escalated to the City must be started promptly and must be completed within a time discussed between the Consultant and the City to the satisfaction and approval of the City. Statistical measures and approaches for performance evaluation should be included. The proposal must include a detailed response time for each type of service issue. Service metrics should be tracked.

5. After Hours and Emergency Services

Provide technical, communication, and IT support services in the event of emergency situations or outside of normal business hours, 24x7x365. The proposal should clearly outline how various levels of support are defined.

6. Security Maintenance

The Consultant must provide security maintenance of virus detection programs on the City servers, email and all other City computers, laptops, and mobile devices. Develop and implement a method to track and identify IT assets by location or user, and the characteristics of each device. This should be updated whenever a new device is added or removed. Implementation of a comprehensive Disaster Recovery Plan.

7. Software/Third-Party Applications Services

Includes oversight, management and support of the City's software; oversight, management and supervision of third party desktop, server, and web-based applications and act as the City's representative when dealing with third party application support, as directed. The selected Consultant will review invoices as requested for verification of services. The selected Consultant will maintain a list of all current licensing being utilized and assist in maintaining required support agreements

8. Strategic Planning and Budgeting

Provide technical and organizational leadership for technology issues. Make recommendations for future purchasing and technology needs for the organization and

specific departments as needed and during the annual budget preparation process. The City has a Purchasing Department, but requires assistance in prioritizing and maximizing the use of funds budgeted for technology improvements. Provide recommendations for potential savings in IT related matters. Coordinate all IT and Communication related support.

9. City's IT Liaison/Representative

The Consultant should provide a primary point of contact within the company, recognizing that other Consultant employees may work on specific issues or projects. The primary point of contact will act as the City's liaison/representative for all IT related matters with other Consultants and City departments under the scope of the Agreement. The Consultant will be available for any meetings as directed by the City Manager or his designee. This individual should be a person with a skill level equivalent to that of an IT Engineer/Director.

10. Audio and Video Recording and Streaming

The City currently has a full Audio and Video system (AV System) that is used to record and broadcast the council meetings to the public. The Consultant will need to provide a person from their staff in order to assist with the recording and streaming at all meetings. The Consultant is expected to manage the audio levels during the meetings, test recording and streaming before each meeting and monitor both during the meetings. The AV System also serves other functions throughout the City Hall building on a daily basis. It is expected that an IT staff person will assist in troubleshooting all issues and liaison with any other Consultants when the need arises.

11. Provide a Disaster Recovery Strategy

The Consultant should provide a documented disaster recovery strategy. Disaster recovery should include offsite backups and necessary storage. A retention policy clearly defined for all data should also be included. All monthly costs required to implement such a policy.

12. Provide Internet Monitoring Solution

The Consultant will also provide an internet monitoring solution. Such solution will be used to provide monthly reports on internet usage. Also, the solution will need to block access to websites for only certain users while allowing full internet access to other. Should it be requested, a full report of a user's internet activity will need to be made readily available on demand as well.

**ATTACHMENT 2
PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Consultant _____ Sub-Consultant _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

ATTACHMENT 3 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Stockbridge City Government's practice to obtain Certificates of Insurance from our Consultants and Consultants. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Stockbridge City. Consultants shall submit with the proposal evidence of insurability satisfactory to Stockbridge City Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Consultant/Consultant that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Consultant/Consultant must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Stockbridge City Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Stockbridge City Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
4. UMBRELLA LIABILITY (In excess of above noted coverages)	Each Occurrence	\$3,000,000
5. PROFESSIONAL LIABILITY	PerClaim/Aggregate	\$3,000,000/\$3,000,000
Completed Operations: Statue of Repose for State of Georgia		
6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000		

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Stockbridge City Government. Policies and Certificates of Insurance are to list Stockbridge City Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Consultant/Consultant shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Stockbridge City Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all

endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Consultant/Consultant.**

USE OF PREMISES

Consultant/Consultants shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Stockbridge City Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Consultant/Consultants will adequately protect its own work from damage, must protect Stockbridge City Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Consultant/Consultants shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Consultant/Consultants shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Stockbridge City Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Consultant/Consultants hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant/Consultant, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Consultants further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractors is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONSULTANT/CONSULTANT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONSULTANT/CONSULTANT IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONSULTANT/CONSULTANT

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

ATTACHMENT 4: W-9

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT 5 COST PROPOSAL

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

Proposers are to submit one (1) original, five (5) hard copies of the sealed cost proposals which shall be furnished in a separate package from the technical proposals. The envelope/package must be clearly marked on the outside.

1. Cost proposals shall be completed and submitted on Cost Proposal - Schedule of Fees within this RFP.
2. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
3. Following opening of the cost proposals, the City may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four (24) hours of written request.
4. Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
5. Consultant shall provide a cost proposal prior to program development for each project assigned based upon these rates.
6. A firm should only fill in hourly rates for positions they can provide.

COST PROPOSAL

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

GROUP 1 – INFORMATION TECHNOLOGY SUPPORTIVE SERVICES:

Position	Hourly Rate
IT SUPPORTIVE SERVICES:	Hourly Wage Rate/Per Hour
Principal-in-Charge	\$ _____
Cloud Support Engineer	\$ _____
Network Engineer, Licensed	\$ _____
Network Engineer, Not Licensed	\$ _____
Network Support Engineer	\$ _____
IT Support Professional	\$ _____
IT Support Technician	\$ _____
Help Desk Technician	\$ _____
Desktop Support Specialist	\$ _____
Help Desk Technician Tier 3	\$ _____
Help Desk Technician Tier 2	\$ _____
Help Desk Technician Tier 1	\$ _____
Computer Repair Technician	\$ _____
Administrative (Sales)	\$ _____
Customer Service Support	\$ _____
Total Yearly Cost for IT Supportive Services	\$ _____
<u>Total Cost for All Services Rendered</u>	\$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

ATTACHMENT 6
SEALED BID LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED PROPOSAL ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: December 7, 2017

RFP MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

RFP # 17ITB112017-DRR,
INFORMATION TECHNOLOGY SUPPORTIVE SERVICES

EXHIBIT 1 – CURRENT LIST OF UPCOMING PROJECTS

- 1) Multi-Factor Authentication**
- 2) DarkWeb Monitoring**
- 3) Upgraded Email Security Protection including Phishing protection**
- 4) Veeam Backup and Replication Solution**
- 5) New Police Department**
- 6) Ted Strickland Building**
- 7) Merle Manders Upgrade**



City of Stockbridge Planning and Zoning Division
Community Development Department
Rezoning Request Application

Name of Applicant Samir Patel Phone: 404-717-6695 Date: 6-9-2021
Address Applicant: 247 Eagles Landing Way Fax _____ Pager/Cell _____
City: McDonough State: GA Zip: 30253 E-mail fmsupariwala@yahoo.com
Name of Agent Sibley-Miller Surveying & Planning Phone: 770-320-7555 Date: _____
Address Agent: PO Box 2511 // 212 W Campground Rd Fax _____ Pager/Cell _____
City: McDonough State: GA Zip: 30253 E reception@sibleysurveying.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE
OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS

Request from PTD to _____
(Current Zoning)
MUND
(Requested Zoning)

The property will be POSTED with a City of
Stockbridge Planning and Zoning Sign. The sign must
remain on the subject property for no less than fifteen
days prior to either Planning Commission or City
Council meeting(s). The applicant or property owner
shall not remove or alter the sign for any reason.

For the Purpose of developing a proposed 7 bldg Townhouse complex w/ 35 units, along w/ 3 retail/commercial units
(Type of Development)

Address of Property: East Atlanta & Woodall Rd Nearest intersection to the property: Stagecoach Rd
(Street Address)

Size of Tract: 13.524 acre(s), Land Lot Number(s): 100 & 101, District(s): 12th

Gross Density: 8.87 units per acre Net Density: _____ units per

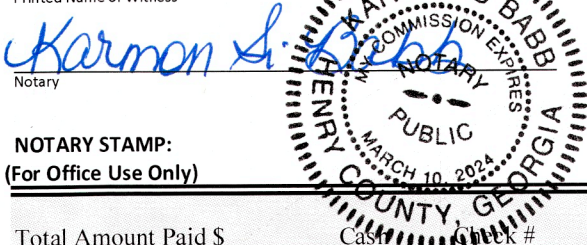
Property Tax Parcel Number: 028-02021005 & 047-01016001 (Required)

Witness' Signature _____
Paul Fortt

Signature of Applicant/s _____
Samir Patel

Printed Name of Witness

Printed Name of Applicant/s



Signature of Agent _____
Samir Patel

NOTARY STAMP:
(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Recommendation of Planning Commission: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No X

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this 9th day of June, 2021

Samir Patel

Applicant's Name Printed

Signature of Applicant Property Owner Agent

N/A

Applicant's Attorney, if applicable Printed

N/A

Signature of Applicant's Attorney, if applica

Sworn to and subscribed before me this 9th day of June, 2021

Notary Public



* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.



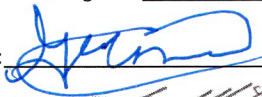
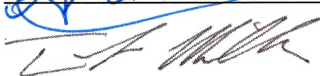
Henry County School Board Information **for Zoning Requests**

Please update w/current info

tony.pickett@henry.k12.ga.us

33 North Zack Hinton Parkway McDonough, GA 30253 770
957-6601

This form must be completed and submitted to the City of Stockbridge Planning and Zoning Division with all zoning applications for residential developments.

Name of Applicant: **Samir Patel** Phone: _____ Mobile: **404-717-6695**
Applicant Address: **247 Eagles Landing Way** City: **McDonough** State: **GA** Zip: **30253**
Name of Agent: **Sibley-Miller Surveying & Planning** Phone: **770-320-7555** Mobile: _____
Agent Address: **PO Box 2511, 212 W. Campground Rd** City: **McDonough** **GA 30253** For the Purpose of _____
developing a proposed 7 Bldg Townhouse complex w/ 35 units along with 3 retail/commercial units
Property Address: **East Atlanta Rd & Woodall Rd** Nearest Intersection to property: **Stagecoach Rd**
Size of Tract: **13.524 acres** acres Land Lot(s): **100 & 101**, District(s): **12th**
Property Tax Parcel Number: **028-02021005 & 047-01016001** Proposed Number of Lots: **N/A**
Request from **PTD** (present zoning) to **MUND** (requested zoning)
Projected number of dwelling units **35** Estimated period of construction and phases _____
Signature of Owner:  Printed Name of Owner: **Samir Patel**
Signature of Agent:  Printed Name of Agent: **Tim L Miller**

(To be Completed by Henry County School Board)

- Schools serving proposed development _____
- Number of trailers _____
- Projected number of school children for developm _____
- Projected number of additional classrooms/buses required to serve the proposed development _____
- Projected capital improvement costs _____

See attached letter

Name of Person Compl Form: _____ Title: _____
Signature: _____ Date: _____
E-mail Address: _____ Phone Number: _____

Letters will require a minimum of three weeks from the date of application submittal.



District Office
33 N. Zack Hinton Parkway
McDonough, GA 30253
770.957.6601



**Henry County
Board of Education**

Holly Cobb
Board Chair
District 3

Annette Edwards
Board Vice-Chair
District 5

Dr. Pam Nutt
District 1

Makenzie McDaniel
District 2

Sophe Pope
District 4

Mary Elizabeth Davis, PhD
Superintendent

B202D86

To: Samir Patel

Date: June 3, 2021

Re: Henry County Department of Planning and Zoning
School Board Information for Zoning Requests

Property Address and Nearest Intersection: East Atlanta Rd & Woodall Rd/ Stagecoach Rd

Projected Number of Dwelling Units: 35

Estimated Period of Construction: 1-2 years

The below information is provided in response to your request.

Schools Serving Proposed Development	Current Number of Trailers	Projected Number of School Children for Development	Projected Number of Additional Classrooms to Serve Proposed Development	Projected Capital Improvement Costs
Cotton Indian Elementary	-0-	35 unit x 2 children per unit = 70 students	70 students ÷ 25 per class 3 = classrooms	If Modular \$25,000 per classroom
Stockbridge Middle School	-0-			If Permanent \$300,000 per classroom
Stockbridge High School	-0-			

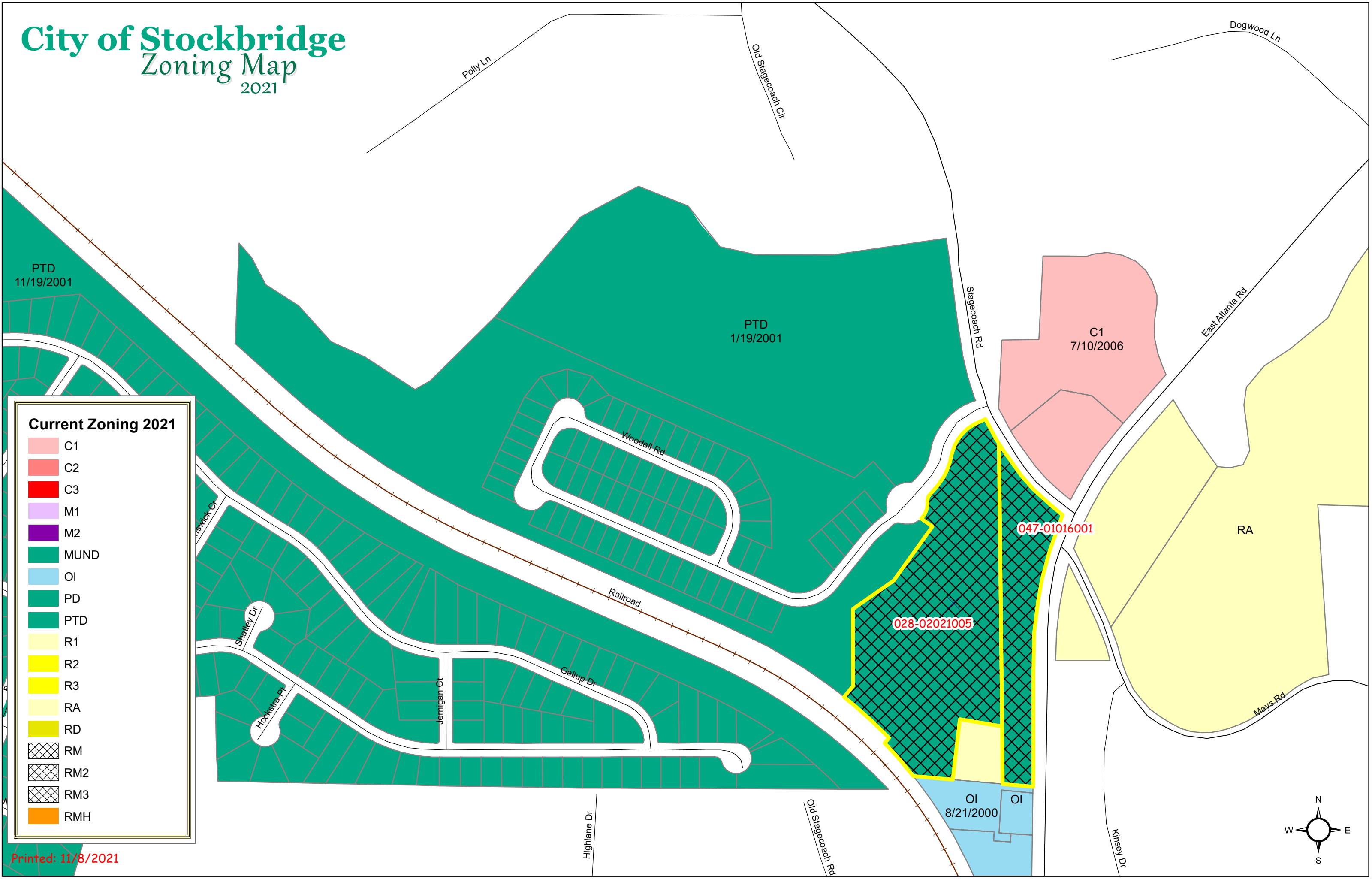
Respectfully,

Carl Knowlton, Ed.D
Chief of Staff
Superintendent's Office

City of Stockbridge

Zoning Map

2021



PTD
11/19/2001

PTD
1/19/2001

C1
7/10/2006

RA

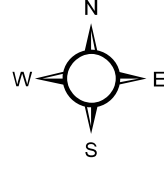
Current Zoning 2021

- C1
- C2
- C3
- M1
- M2
- MUND
- OI
- PD
- PTD
- R1
- R2
- R3
- RA
- RD
- RM
- RM2
- RM3
- RMH

028-02021005

047-01016001

OI
8/21/2000

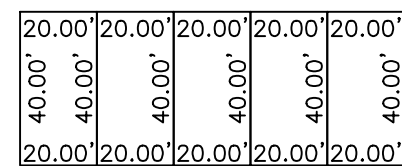


AREA: 13.524 ACRES / 103,452 SQ. FT.
OWNER: SAMIR PATEL
PARCEL: 047-01016001, & 028-02021005
CURRENT ZONING PTD
PROPOSED ZONING MUND
PROPOSED MINIMUM LOT AREA= 2,000 SQ.FT. (PER UNIT)
FRONT SETBACK----- 20'
REAR SETBACK----- 30'
SIDE SETBACK:----- 10'

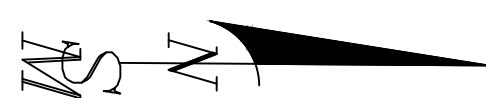
SEWER AS PER HCWA
WATER AS PER HCWA

PROPOSED 7 TOWNHOUSE BUILDINGS
35 UNITS
NO FLOOD ON PROPERTY AS PER FEMA
PANEL# 13151C0080D DATED: OCTOBER 6, 2016
HENRY FLOOD MAP 80 OF 305

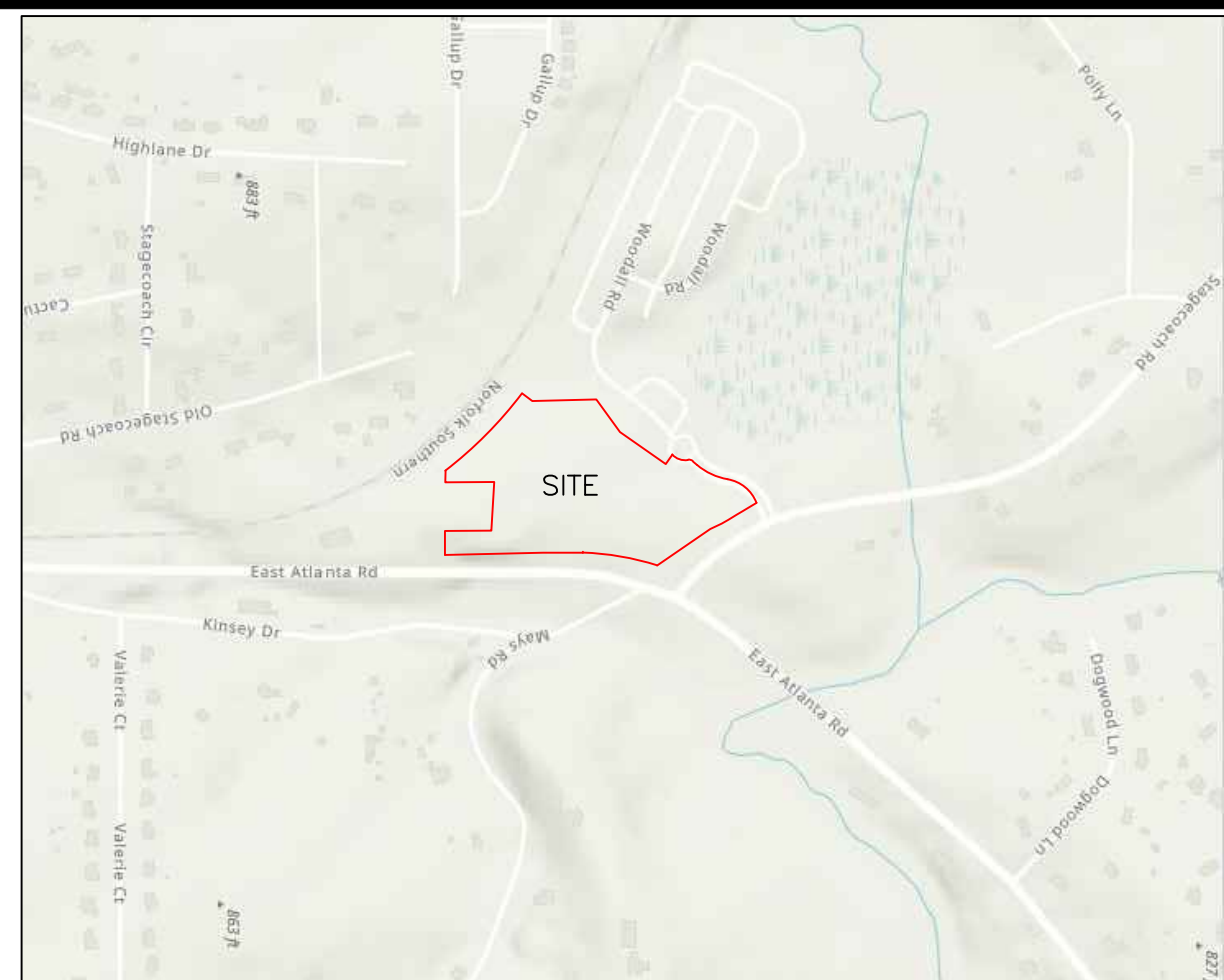
NOTE: THIS REPRESENTS A SITE PLAN ONLY,
THEREFORE IS NOT TO BE RECORDED.



TYPICAL TOWNHOUSE 5 UNITS



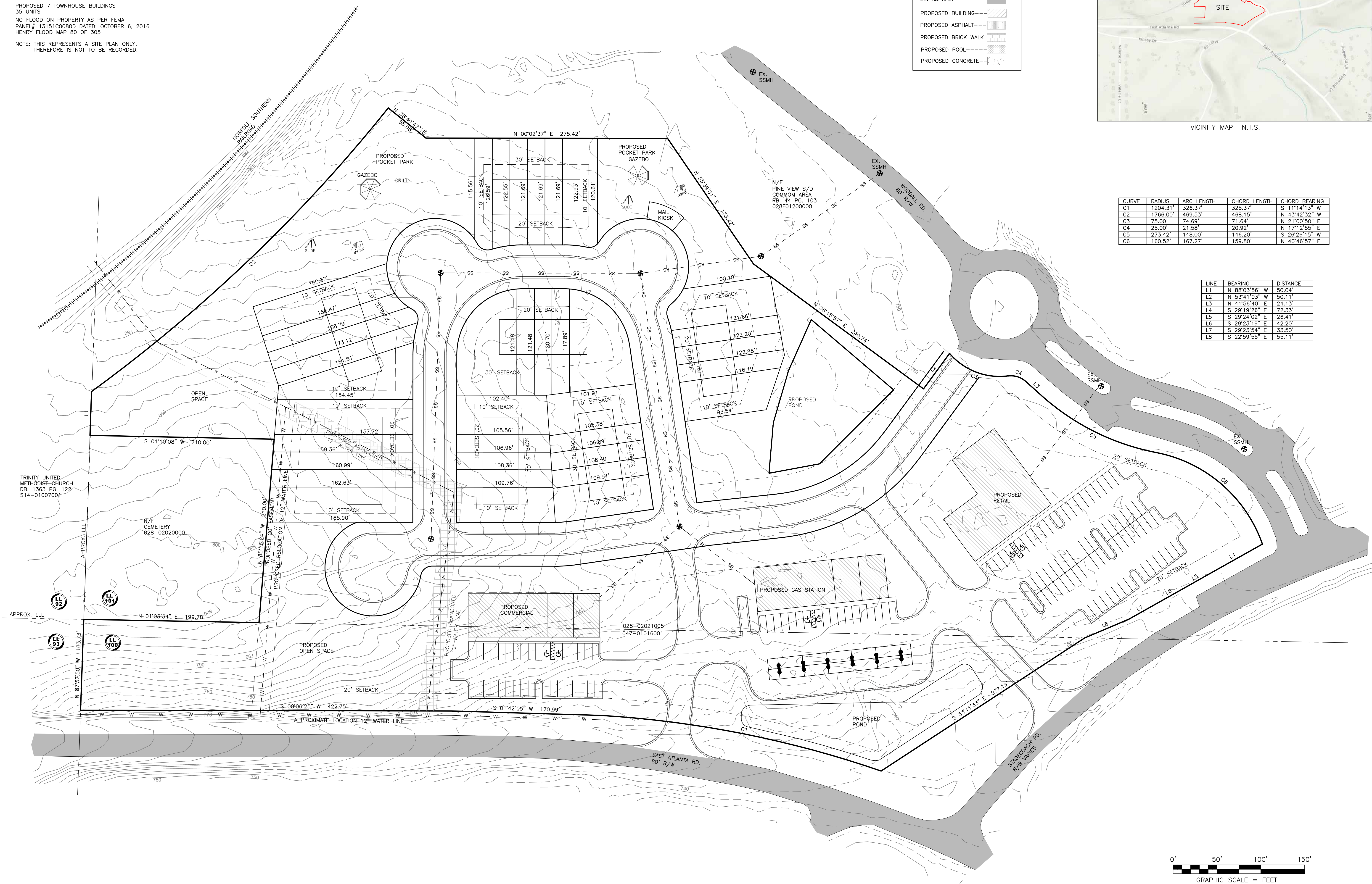
- LEGEND**
- DB. = DEED BOOK
PS. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
- HANDICAP PARKING = 
- PROPOSED SEWER MANHOLE-----
- EX. ASPHALT-----
- PROPOSED BUILDING-----
- PROPOSED ASPHALT-----
- PROPOSED BRICK WALK-----
- PROPOSED POOL-----
- PROPOSED CONCRETE-----



VICINITY MAP N.T.S.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1204.31'	326.37'	325.37'	S 11°14'13" W
C2	1766.00'	469.53'	468.15'	N 43°42'32" W
C3	75.00'	74.69'	71.64'	N 21°00'50" E
C4	25.00'	21.58'	20.92'	N 17°12'55" E
C5	273.42'	148.00'	146.20'	S 26°26'15" W
C6	160.52'	167.27'	159.80'	N 40°46'57" E

LINE	BEARING	DISTANCE
L1	N 88°03'56" W	50.04'
L2	N 53°41'03" W	50.11'
L3	N 41°56'40" E	24.13'
L4	S 29°19'26" E	72.23'
L5	S 29°24'02" E	26.41'
L6	S 29°23'19" E	42.20'
L7	S 29°23'54" E	33.50'
L8	S 22°59'55" E	55.11'

[illegible]

**OSBISLEY-MILLER
SURVEYING & PLANNING INC.**
(ALL RIGHTS RESERVED)

PURSUANT TO THE AGREEMENT
BETWEEN SMSMP AND THE PARTY
FOR WHICH THESE DOCUMENTS
HAVE BEEN PREPARED, THESE
DOCUMENTS AND ALL DATA, PLANS,
SPECIFICATIONS, AND OTHER
INFORMATION CONTAINED HEREIN
ARE THE SOLE AND EXCLUSIVE
PROPERTY OF SMSMP AND MAY NOT
BE REPRODUCED OR TRANSMITTED
IN ANY MANNER WITHOUT THE
WRITTEN PERMISSION OF SMSMP.
THESE DOCUMENTS HAVE BEEN
PREPARED AND FOR NO OTHER
PURPOSES. ANY UNAUTHORIZED
USE OF THESE DOCUMENTS
SHALL BE WITHOUT LIABILITY
TO SMSMP AND SUBJECT TO
REASONABLE COMPENSATION
BY THE USER AS DETERMINED
BY SMSMP. IN WITNESS
OF THIS DESIGN ARE SIGNED,

SIBLEY-MILLER
SURVEYING & PLANNING INC.

212 WEST CAMPGROUND RD.
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

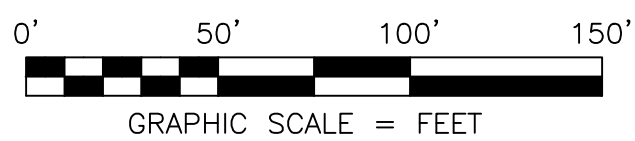
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND SURVEYING
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

REZONE PLAT
SAMIR PATEL
13.524 PLATTED ACRES
LAND LOTS 100, & 101, 12th. DISTRICT
CITY OF STOCKBRIDGE
HENRY COUNTY, GEORGIA



PROJECT #: B202086
REZONE
PLAT

DRAWN BY:	TLM
SCALE:	1" = 50'
DATE:	05/25/2021





***REZONING FOR RZ-2021-02:
FROM 'PTD' (PLANNED TOWN DEVELOPMENT)
TO 'MUND' (MIXED-USE NEIGHBORHOOD DEVELOPMENT)***

CASE FACTS

Applicant:	Samir Patel (is also the property owner)
Agent:	Tim Miller of Sibley-Miller Surveying & Planning
Location:	Located at the southwest corner of East Atlanta Road and Stagecoach Road; in Land Lots 100 and 101 of District 12.
Parcel ID:	<u>Includes two parcels, as are listed below.</u> The parcels were officially combined via Recombination Case #RC-2020-01 on February 27, 2020 by the Stockbridge Planning Commission, but the final plat has not yet been recorded at the Henry County Superior Court. • <u>Parcel # 047-01016001</u> at the southwest corner of East Atlanta Road and Stagecoach Road. Contains approximately 2.64 acres. • <u>Parcel #028-02021005</u> at the southeast corner of Stagecoach Road and Woodall Road. Contains approximately 10.88 acres.
Lot Size/Acres:	13.52 total acres within two parcels.
Request:	Rezone the property from 'PTD' (Planned Town Development) to 'MUND' (Mixed-Use Neighborhood Development). The applicant has also applied for a Comprehensive Plan Amendment of the property, from 'Low-Density Residential' to 'Low-Density Vertical Mixed-Use'.
Proposed Use/ Purpose	Development of a mixed-use development project with several small commercial buildings and a townhome community with 35 units.
Existing Land Uses:	Vacant land.
Future Land Use Designation:	'Low-Density Residential'.

Application Received: September 4, 2021

Sign Posted: November 12, 2021

Planning Commission Meeting: December 2, 2021

Council Meeting: December 13, 2021

Development Regulations Relevant to Request:

- City of Stockbridge Unified Development Code (including the Zoning Code and the Subdivision Ordinance).
 - All other City Code sections regarding site development standards and requirements.
-

APPLICANT'S REQUESTS--The applicant submitted his application to the Planning and Zoning Office on September 4, 2021, but he later requested to withdraw his application.

RECOMMENDATIONS

Per the applicant's decision to withdraw his application, the Planning and Zoning Staff asked that the applicant submit a letter of withdrawal. The applicant subsequently submitted his withdrawal letter on November 22, 2021. Upon its receipt, the Staff consequently accepted the withdrawal of this application.

**City of Stockbridge Planning and Zoning Staff
RECOMMENDATION:**

WITHDRAWAL

**City of Stockbridge Planning Commission
RECOMMENDATION:**

**City of Stockbridge Mayor and Council:
ACTION:**



**COMPREHENSIVE PLAN AMENDMENT FOR CP-2021-02:
FROM 'LOW-DENSITY RESIDENTIAL'
TO 'LOW-DENSITY VERTICAL MIXED-USE'**

CASE FACTS

Applicant:	Samir Patel (is also the property owner)
Agent:	Tim Miller of Sibley-Miller Surveying & Planning
Location:	Located at the southwest corner of East Atlanta Road and Stagecoach Road; in Land Lots 100 and 101 of District 12.
Parcel ID:	<u>Includes two parcels, as are listed below.</u> The parcels were officially combined via Recombination Case #RC-2020-01 on February 27, 2020 by the Stockbridge Planning Commission, but the final plat has not yet been recorded at the Henry County Superior Court. • <u>Parcel # 047-01016001</u> at the southwest corner of East Atlanta Road and Stagecoach Road. Contains approximately 2.64 acres. • <u>Parcel #028-02021005</u> at the southeast corner of Stagecoach Road and Woodall Road. Contains approximately 10.88 acres.
Lot Size/Acres:	13.52 total acres within two parcels.
Request:	Comprehensive Plan Amendment to change the property's future land use designation from 'Low-Density Residential' to 'Low-Density Vertical Mixed Use'. The applicant has also applied for a rezoning of the property, from 'PTD' (Planned Town Development) to 'MUND' (Mixed-Use Neighborhood Development).
Proposed Use/ Purpose	Development of a mixed-use development project with several small commercial buildings and a townhome community with 35 units.
Existing Land Uses:	Vacant land.
Future Land Use Designation:	'Low-Density Residential'.

Application Received: September 4, 2021

Sign Posted: November 12, 2021

Planning Commission Meeting: December 2, 2021

Council Meeting: December 13, 2021

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RECOMMENDATIONS

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**City of Stockbridge Planning and Zoning Staff
RECOMMENDATION:**

WITHDRAWAL

**City of Stockbridge Planning Commission
RECOMMENDATION:**

**City of Stockbridge Mayor and Council:
ACTION:**

For RZ-2021-02 + CP-2021-02

To whom it may concern:

11/22/2021

Samir Patel wants to withdraw the
Re-zoning Application for East Atlanta &
Stygecoach.

Sincerely:

Sam Patel.

Samir Patel



Tim L. Mison

City of Stockbridge
Proposed FY2022
Budget Hearing
3rd Reading
December 13, 2022
6:00p.m.

Stockbridge

Where Community Connects

2022

City of Stockbridge, Georgia



John Wiggins

1/1/2022



Where Community Connects

MEMORANDUM

TO: Mayor and Council

FROM: Mayor Anthony S. Ford

DATE: October 29, 2021

RE: FY 2022 Budget

You will find the attached proposed budget for Fiscal Year 2022. The proposed budget is intended to place the City of Stockbridge in the position of serving its citizens at the highest level during 2022 and in the future. The proposed budget underscores the City's commitment to excellent service and ensuring sound economic principles which will allow for a healthy financial outlook. In addition, the proposed FY 2022 budget proposes to enhance the cultural enjoyment of citizens and provide the foundation for economic development and our advancement into the future. The amphitheater will enhance the opportunity for City exposure in our state and region.

The City is poised to experience well-balanced growth and development in accordance with our land use plan. The City will continue to provide a high level of service to its citizens, provide activities and events each year that attracts thousands of visitors. The City will continue to move numerous capital projects forward toward completion.

The realistic revenue projection for FY 2022 is approximately \$18.2 million, which of course means that overall budget has been reduced in various areas since the September budget retreat. Please keep in mind there is a standard increase of five percent in the proposed budget related to (salary increases + bonus = approximately \$200,000) and increased insurance costs (estimated at \$190,000). The bulk of any municipal government budget is staff, which is a necessary and a fixed cost. The salary and health benefits will result in approximately \$390,000 increase to the budget from last year prior to any department, equipment, or new initiatives are even considered.

Listed are key aspects of the FY 2022 Budget:

Revenue Projections

The economy continues to advance forward, modest increases are expected for franchise fees, licensing fees, and Local Option Sales Tax (LOST). Although, LOST revenues have been up over the past several months, a conservative approach to expenditures should be observed.

The bulk of increases in health and dental costs are being absorbed by the City and not passed on to employees. As health care costs continue to increase, they are becoming a challenge for the public and private entities. This is an item that will need further review in the future. Increase expenditures were offset by actual revenue increases realized in the FY 2022 budget which are projected forward including (LOST), Insurance Premium Tax, permitting, and franchise fees. We plan to utilize funds from SPLOST V and American Rescue Plan Act (ARPA) funds to support our efforts addressing some capital needs.

Department	Positions
Police	58
Events	1
Community Development	3
Public Works	8
Municipal Court	1
Human Resources	1

Additional Comments

The formation of the Stockbridge Police Department is to provide law-enforcement operation and public safety support tailored to meet the needs of citizens and geography of the City. The City commissioned the University of Georgia, Carl Vinson Institute to conduct a study of the expected revenue and expenditures associated with the formation of a Police Department. Elements of the study were used as a foundation to project the associated law-enforcement costs in the proposed FY2022 budget.

Sincerely,

Anthony S. Ford
Mayor
City of Stockbridge

**Proposed Budget
for Fiscal Year ending
December 31, 2022**



Submitted by

Anthony S. Ford, Mayor

Vanessa Holiday, City Clerk

John Wiggins III, City Treasurer

MAYOR AND COUNCIL



Anthony S. Ford



Lakeisha T. Gantt



Yolanda Barber



Alphonso Thomas



Elton Alexander



John Blount

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Annual Operating Budget & Capital Improvement Policy	8
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Revenues.....	23
Expenditures.....	38
Capital Improvement Plan.....	83

City of Stockbridge, Georgia **Fiscal Year 2021 Budget Calendar**

Dates:	Action:
July 20	Budget officer prepares budget forms for distribution to departments
July 20	Budget officer enters prior years actual and YTD estimates for revenues & expenditures for departments
July 27	Budget officer distributes forms to department heads
July 27	Budget officer prepares preliminary revenue estimates
August 13 - 25	Departments return budget request forms to budget officer
August 27 - September 3	Departmental Budget Meeting with City Manager
September 10	Budget officer reviews and adjusts each department's budget and prepares expenditure and revenue plans
September 15	Budget Retreat Day 1
September 16	Budget Retreat Day 2
September 17	Budget Retreat Day 3
September 22 - October 1	Begin executive review and development of final budget content (Budget officer, City Manager & Mayor & Council)
October 10	End of Staff review period
October 16	Budget officer makes adjustments
October 20	City Clerk advertise public hearing
October 29	City Manager submits budget to the Mayor and City Council for review with message
November 3	City Clerk advertise public hearing
November 8	Conduct public hearing
November 12	Budget officer makes adjustments
November 30	Second Public Budget Hearing
December 1	City Clerk advertise public hearing
December 6	Budget officer makes adjustments
December 13	Third Budget Hearing and City Council adopts the budget and revenue ordinances
January 1	Fiscal year begins

Personnel Summary



Where Community Connects



The City of Stockbridge

City of Stockbridge --- 2022 Budgeted Positions

		Based on Budget 2021						
Departmental / Budgeted Area	Job Title	FTE	PTE	FTE	PTE	FTE	PTE	EE as of 12/27/2019
		Budgeted		Filled		Vacant		
Executive	City Manager	1		0		1		Vacant
	Executive Assistant	1		1				Charisma Webster
	Public Information Officer	1		1				Shana Thornton
Finance Administration	Treasurer/CFO	1		1				John Wiggins
	Senior Accountant	1		1				Rashonda Favors
	Accounts Payable Clerk	1		1				Dawn Gindrup
	Payroll Specialist	1		1				Kim Moye
	Accountant	1		1				Derrick Hall II
	Purchasing Manager	1		1				Lindell Miller
	Purchasing Clerk	1		1				Wanda Thomas
	Purchasing Specialist	1		1				Wanda Cooley
Code Enforcement	Code Enforcement Officer	1		1				Shannon Maddox
	Code Enforcement Supervisor	1		1				Lenore Vanderpool
	Code Enforcement Officer	1		1				Chantal Burnett
Main Street	Main Street Manager	1		1				Kira Harris-Braggs
	Main Street Coordinator	1		1				Lisa Fareed-Muhammed
Permitting Development	Building Permit Coordinator	1		1				Christine Chavis
	Fire Marshall	1		1				Demetries Wells
Business Services	Occupational Tax Clerk	1		1				Stephanie Milton
	Occupational Tax Clerk					1		Vacant (Proposed)
	Business Services Supervisor	1		1				Uneeda Smith-Sellers
GIS/Planning	GIS Analyst or Technician	1		1				Melinda Davies
City Clerk	City Clerk	1		1				Vanessa Holiday
	Deputy City Clerk	1		1				Randi Rainey
	Administrative Assistant	1		1				Sharee Lane
	Receptionist	1		1				Keri Stewart
	Admin Assistant to Mayor & Council	1		1				Zenovia Pearson
	Executive Assistant to Mayor & Council	1		0		1		Vacant
Human Resources	Human Resources Manager	1		1				Renee Wheeler

	Human Resources Coordinator				1		Vacant (Proposed)
Economic Development	Economic Development Director	1		1			Alan Peterson
MM Conference Center	Conference Center & Events Manager	1		0		1	Vacant
	Events Technician	1		1			Ronald Ellis
	Events Technician	1		1			Tommy Mosley
	Conference Center Coordinator	1		1			Econuel Ingram
	Administrative Assistant	1		0		1	Vacant
	Events Coordinator	1		1			Brian Bradley
Administration-Court	Associate Judge						
	Court Clerk	1		1			Dayna Biles
	Deputy Court Clerk					1	Vacant (Proposed)
	Administrative Court Clerk	1		1			Monique Holloman
	Judge		1		1		Matthew McCord
	Solicitor		1		1		New Solicitor
Governing Body	Mayor		1		1		
	City Council		5		5		
Planner & Zoning	Senior Planner	1		1			Linda Logan
	Community Development Director	1		1			Brecca Johnson
	Chief Planner					1	Vacant (Proposed)
	Administrative Assistant					1	Vacant (Proposed)
	Planner I	1		1			Gordon Linton
Government Buildings/Property	Facilities Manager	1		0		1	Vacant
	Public Works Technician			0		1	Vacant
	Public Works Technician	1		1			Offie Barnes (Acting Manager)
Public Works	Administrative Assistant - Public Works	1		1			Leslie Norsworthy
	Crew Leader - Public Works	1		1			Alan Buckner
	Crew Leader - Public Works	1		1			Eddie Albert
	Crew Leader - Public Works	1		1			Rod Woods
	General Maintenance Supervisor	1		1			Jeff Greenway
	Mechanic	1		1			Bernard Ash
	Mechanic	1		1			Nathan Bennett
	Public Works Director	1		1			Decius Aaron
	Public Works Technician	1		1			Marvin Brown

	Public Works Technician	1		1			Jason Jackson
	Public Works Technician	1		1			Chris Swanson
	Public Works Technician	1		1			Ryan Dixon
	Public Works Technician	1		1			Deine Smith
	Public Works Technician	1		1			David Scott
	Public Works Technician	1		1			Hugh Hamilton
	Public Works Technician	1		1			Hans Rice
	Public Works Technician	1		1			Nuquan Newcomb
	Public Works Technician	1		0	1		Vacant
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
	Public Works Technician (LY)	1		0	1		Vacant (From LY Budget)
Police	Chief of Police	1		1			Frank Trammer
	Executive Assistant	1		0	1		Vacant (Proposed)
	Deputy Chief	1		0	1		Vacant (Proposed)
	Lt. Commander Office of Professional Standards	1		0	1		Vacant (Proposed)
	Commanders	3		0	3		Vacant (Proposed)
	Lt. Commanders	3		0	3		Vacant (Proposed)
	Sergeants	8		0	8		Vacant (Proposed)
	Investigators	5		0	5		Vacant (Proposed)
	Officers	26		0	26		Vacant (Proposed)
	Crime/Intel Analyst	1		0	1		Vacant (Proposed)
	Background Investigator	1		0	1		Vacant (Proposed)
	Accreditation	1		0	1		Vacant (Proposed)
	Administrative Supervisor	1		0	1		Vacant (Proposed)
	Crime Scene Techs	2		0	2		Vacant (Proposed)
	Records Coordinator	1		0	1		Vacant (Proposed)
	GCIC/TAC	1		0	1		Vacant (Proposed)
	Administrative Assistant	1		0	1		Vacant (Proposed)

Sanitation	Utility Billing Clerk-Sanitation	1		1				Tammy Reilly
Sewer/Wastewater	Financial Services Technician - Sewer	1		1				Cassandra Lester
	Wastewater Collections Systems Operator I	1		1				Lewis Payne
	Wastewater Collections Systems Operator I	1		1				Craig Oglesby
	Wastewater Collections Systems Operator I	1		1				Tony Bass
	Wastewater Reclamation Plant Superintendent	1		1				Brad Holsinger
	Wastewater Chief Collections Operator	1		1				Adam Daniel
	Wastewater Chief Systems Operator	1		1				Wayne Robinson
	Wastewater Systems Operator I	1		1				Timothy Young
	Wastewater Systems Operator III	1		1				Braden Moss
	Wastewater Systems Operator III	1		1				Chris Burdett
Stormwater	Stormwater Supervisor	1		1				Randy Willis
	Stormwater Technician	1		1				Howard Sanford
	Stormwater Technician	1		1				Steven Hammond
	Stormwater Technician	1		1				Lamar Cox
	Stormwater Technician	1		1				David Shelton
Water	Utility Billing Supervisor - Water	1		1				Kim Barnett
	Water Superintendent	1		1				Donnie Mullis
	Water Systems Technician I	1		1				Robert Wiswell
	Water Systems Technician I	1		0		1		Vacant
	Water Systems Technician I	1		1				Rex Hill
	Water Systems Technician II			1				Marcus Heard
	Water Systems Technician I	1		1				Michael Mobley
	Water Systems Chief Operator	1		1				George McLean
TOTALS		151	8	79	8	79	0	

NOTES: Proposed
Positions for
2022 Budget

- 1.) Occupational Tax Clerk
- 2.) Human Resources Coordinator
- 3.) Deputy Court Clerk
- 4.) Chief Planner

Community Development Department

Human Resources Department

Municipal Courts Department

Community Development Department

5.) Administrative Assistant	Community Development Department
6.) Executive Assistant	Police Department
7.) Deputy Chief	Police Department
8.) Lt. Commander	Police Department
Office of Professional Standards	
9.) Commanders (3)	Police Department
10.) Lt. Commanders (3)	Police Department
11.) Sergeants (8)	Police Department
12.) Investigators (5)	Police Department
13.) Officers (26)	Police Department
14.) Crime/Intel Analyst	Police Department
15.) Background Investigator	Police Department
16.) Accreditation	Police Department
17.) Administrative Supervisor	Police Department
18.) Crime Scene Techs (2)	Police Department
19.) Records Coordinator	Police Department
20.) GCIC/TAC	Police Department
21.) Administrative Assistant	Police Department

Annual Operating Budget and Capital Improvement Policy



Where Community Connects



The City of Stockbridge

ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT POLICY

The Georgia State law requires an annual balanced budget. The adopted budget shall be a balanced budget with anticipated revenues (including appropriated unencumbered surplus) equal to or greater than appropriated expenditures. All funds within the budget shall also be balanced.

The City's Proposed Budget shall be prepared annually by the City Manager with participation of all City Departments consistent with provisions of the City Charter and State Budget Laws. The Budget shall include (1) revenues forecasts (2) personnel costs, (3) operating and maintenance supply costs, (4) general services costs (5) debt service and; (6) capital and other (non-capital) costs.

The budget review process shall include public hearings. At the time the proposed budget is transmitted to members of the City Council by the City Manager, a copy will be made available for public inspection at City Hall and advertised in a local newspaper of general circulation. No earlier than seven days after the proposed budget is transmitted to the City Council and at least seven days in advance of budget adoption, a public hearing takes place to give the public an opportunity to comment on the proposed budget. Notice of a public hearing must be advertised at least fourteen days in advance of the public hearing.

Prior to the first day of the fiscal year, the City Council will adopt an Annual Operating Budget and Five-Year Capital Improvements at a public meeting. The annual and CIP budget shall be advertised at least one week prior to the meeting. The proposed budget is prepared by the City Manager and transmitted to members of the City Council for its review with sufficient time given for the City Council to address policy and fiscal issues.

• Adoption

The Budget shall be adopted by the approval of a budget ordinance that specifies the anticipated revenues by appropriate categories, the proposed expenditure totals for each department, each non-departmental expense, and for each fund covered by the budget.

• Amendments

Budget amendments must be approved by resolution. The budget shall be adopted at the fund/department level, which is the legal level of budgetary control. The current year's budget may be adjusted to reflect changes in local economy, changes in priorities or services needed, and receipt of unbudgeted revenues and for unanticipated expenditures.

• Balanced Budget

The Annual Budget consists of operating, debt services, grants, and capital spending. The Annual Budget shall be balanced with anticipated revenues, including appropriated, unencumbered surplus or stabilization reserves, equal to proposed expenditures. All funds within the Budget shall also be balanced. City Council will annually approve the revenues, expenditures, and capital improvements spending for all City fund appropriations. The Annual Budget will also include operating impacts from the Five-Year CIP. The operating impacts should address any one-time or reoccurring cost increases or decreases due to the major capital investment. Capital expenses include both major equipment and infrastructure improvement costs.

• Planning

The City will utilize a Decentralized Budget Process. All departments will be given an opportunity to participate in the Budget Process and submit funding requests to the City Manager.

• Capital

All Capital Expenditures must be approved as part of each department budget in the Capital Improvement Fund. Before committing to a Capital Improvement Project, the City Manager or his/her designee must verify fund availability. The Capital Budget provides annual funding for long-term capital projects identified in the Capital Improvement During the

Annual Budget Process, each department submits its Budget request including operating and capital needs. Upon review of the requests, major capital projects are placed in the Capital Improvements Fund. Other capital outlays are placed in the department's operating budget. Capital outlay is generally defined as an individual item in excess of \$5,000 with a life expectancy of more than two years but less than 10 years.

Citywide capital improvements are assessed and prioritized based on the City's objectives and goals, the City's comprehensive work plan, and the City's strategic plan.

• **Interim Reporting on the Annual Budget and Capital Improvements**

Periodic financial reports will be provided to enable the City Manager to monitor and control the Annual Operating and Capital Budget and to enable Department Heads to manage the annual appropriations. These reports will be prepared and distributed to Department Heads and on to the City Manager. Summary financial and budgetary reports should be presented by the City Manager to the City Council no less than quarterly and preferably on a monthly basis.

• **Control and Accountability**

Each Department Head is responsible for ensuring that his/her department expenditures do not exceed budgeted funds. Departments cannot exceed appropriations described in the budget. Failure to achieve budgetary control will be evaluated and investigated by the City Manager.

• **Budget Transfers**

Contingent upon remaining within the confines of the total department budget, each Department Head has the authority to recommend Budget Transfers to the City Manager. Funds within departmental budget line items can be transferred upon the recommendation of the Department Head and with approval of the City Manager. Budget transfers over \$5,000 for operating expenses for Capital Improvements must be approved by City Council prior to any spending or contract purchases.

BASIS of BUDGETING

The modified accrual basis is followed in all governmental funds. Under this method, revenues are recognized when they become measurable and available as net current assets. Expenditures are generally recognized when the obligation is incurred, with the exception of principal and interest on general long-term debt which is recognized when due, and purchase of Capital Assets whose cost are fully recognized at time of purchase and not amortized over the life of the asset.

Unlike full accrual basis, annual appropriated budgets are adopted for all funds at the department level. Budgets are adopted on a non-GAAP basis. All appropriations that have not been encumbered at the end of the fiscal year will lapse. Expenditures may not legally exceed budgeted appropriations at the department level.

All Proprietary Funds are budgeted for using the accrual basis of accounting. Whereby, revenues are recognized when incurred. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

GAAP BASIS vs. BUDGET BASIS

Budgets are adopted on a basis consistent with GAAP except for the capital projects fund, which have project length budgets, rather than annual budgets. The City adopts budgets for its enterprise and internal service funds; however, the reporting of the budget to actual comparison is not required.

How to Use this Budget

WHAT IS A BUDGET?

A budget is a financial plan for a city. It includes both estimates of resources available, including revenues and fund balance, and appropriations that are the authority to spend money for specific purposes. After extensive input from the various departments, as well as the public, the budget is prepared by the Finance Department. The City Manager presents the budget for adoption to Mayor & City Council.

The document begins with a transmittal letter from the City Manager. This letter summarizes the contents of the budget and provides an explanation of the rationale used by the City Manager during the budget development process. The City Manager also outlines the administration's work program for the upcoming year.

The budget document is prepared to provide information about the City, both financial information and operational/policy information from a variety of perspectives and degree of detail. The reader should first review the Table of Contents and the Glossary and then read the Transmittal letter. The Financial Summary Section should then be reviewed. Finally, the specific department and program budgets provide the detailed information as to what purposes the City's resources will be utilized during the fiscal year. When reading this document, it is useful to remember that it has been developed based on both organizational structure and financial structure. The organizational structure is reflected in the departmental budgets. The financial structure is reflected in the reporting of expenditures and revenues by fund. A fund is a self-balancing set of accounts designed to track specific revenues and the uses of those revenues. Each fund is independent of all other funds and money cannot be transferred from one fund to another without the approval of the City Council.

QUESTIONS & ANSWERS

Q: What is the purpose of the City Budget?

A: The budget is an annual financial plan for the City of East Point. It specifies the level of municipal services to be provided in the coming year and the resources, including personnel positions, capital expenditures and operating expenses needed to provide these services. It reflects the policies and priorities set by the Mayor and City Council. How to Use this Budget

Q: What is a fiscal year?

A: A fiscal year is a 12-month operating cycle that comprises a budget and financial reporting period. The City's fiscal year begins on January 1st and ends on December 31st.

Q: What is an operating budget?

A: An operating budget is an annual financial plan for recurring expenditures, such as salaries, utilities, and supplies.

Q: What is a capital improvement budget?

A: A capital improvement budget is both a short and long-range plan for the construction of physical assets, such as buildings, streets, sewers, as well as vehicles and equipment.

Q: What is an enterprise fund?

A: An enterprise fund earns its own revenues by charging customers for the services that it provides. It receives no tax funds.

Q: What is a budget appropriation?

A: A budget appropriation is a specific amount of money that has been approved by the City Council for use in a particular manner.

Q: What is a budget amendment?

A: A budget amendment is an ordinance adopted by the City Council which alters the adopted budget by appropriating additional monies to a department, decreasing appropriations to a particular department, or transferring funds from one department to another.

Budget Process

The City of Stockbridge is required to prepare an annual budget in accordance with the City Charter. The budget is prepared for each fiscal year beginning January 1 through December 31st. The City Manager prepares a proposed budget to present at the City's Budget Retreat hosted in August or September of each year to get Mayor & Council vision for the City's operation.

For the fiscal year 2021, the City of Stockbridge began the budget process with updates to its capital budget long term infrastructural projects and proposal for new projects in the new budget year. The City then begun the preparation of the operational budget with revenue and expenditure projections. In forecasting revenues and expenditures, the City first reviewed its mission statement, strategy plan and goals and objectives to set priorities for spending. In addition, staff considered historical trends, current changes within the City and projected economic trends when forecasting revenues and expenditures.

Budget Preparation

Prior to the departmental submission of their annual request, the Finance Department conducted an annual training session for all personnel involved in the budget process, if needed. During the training, the staff was trained on the steps to completing the budget process and advised of fiscal year changes, highlight critical deadlines and reviewed issues likely to impact the City. Each department then prepared their proposed expenditure based on operational priorities. Directors submitted their budget recommendations to the Finance Department for initial review and coordination.

Budget Review

The Finance Department works with each department head to compile all proposed revenues and expenditures for the new fiscal year. The City Manager, Finance Director and Human Resources meet with each director to review their personnel budget requests. Once all departments' recommended revenues and operational expenditure request are reviewed and approved by the City Manager, a proposed budget is submitted to the Mayor & Council. Prior to the adoption of the budget, the City conducts community budget meetings in which staff provide information and answer questions regarding both the capital projects and operational budget.

Budget Adoption

The City Charter requires three reading of the budget prior to adoption. The attached budget calendar shows the proposed dates for the publication and reading of the new budget.

BUDGET AMENDMENTS

The City of Stockbridge sees its annual budget as a fluid document. While every effort is made to operate within the confines of the adopted budget, there are times when amendments are required. Budget amendments may require the approval of the City Council by an ordinance. Occasions requiring an amendment to the budget include, but are not limited to:

- Acceptance of additional grant money.
- Appropriation of additional funding if expenditures are projected to exceed budgeted amounts.

- Re-appropriation of funds from one department to another when deemed necessary.

Line item or department changes that has no impact on the total of allocated budget only requires the approval of the City Manager.

KEY ACTORS

While all employees are a part of the budget process at some point, there are several people who play more intricate roles in this process.

Mayor & City Council: The Mayor and City Council set policies which drive the development of the budget, which consists of the Mayor and Council members and conduct public hearings and readings of the budget ordinance.

City Manager: The City Manager presents the budget document to the Mayor and City Council for approval.

Department Directors: Department Directors must review previous capital improvement plans, make necessary changes and request to allow the City to develop a 5-year comprehensive five-year CIP Program. In addition, Directors must then submit requests for additional personnel, purchased good and services which will all the finance department to develop each departmental budget request and budget document.

Finance Director: The Finance Director is primarily responsible for providing direction for the budget, reviewing financial analyses, projections and overseeing the budget process.

The budget document must be completed for the City Manager to present to City Council. Once the budget is approved, the budget book is prepared and submitted to the GFOA for consideration of the Distinguished Budget Award.

Budget Summary

Stockbridge

Where Community Connects



The City of Stockbridge

General Fund Proposed Budget



GF	EXPENDITURES	2022	2021		
100		BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
11100	GOVERNING BODY	415,058.97	367,359.00	(47,699.97)	0.9%
11300	CITY CLERK	582,916.87	516,233.00	(66,683.87)	1.2%
13000	EXECUTIVE	615,812.80	551,888.00	(63,924.80)	1.2%
15100	FINANCIAL ADMINISTRATION	1,056,679.10	972,932.00	(83,747.10)	1.5%
15110	NON-DEPARTMENTAL	591,000.00	440,000.00	(151,000.00)	2.7%
15160	BUSINESS SERVICES	274,923.59	190,710.00	(84,213.59)	1.5%
15650	GOVERNMENT BLDG/PROPERTY	1,091,234.11	884,420.00	(206,814.11)	3.7%
15400	HUMAN RESOURCES	547,412.89	460,629.00	(86,783.89)	1.6%
15350	INFORMATION TECHNOLOGY	637,582.00	540,626.00	(96,956.00)	1.8%
25000	MUNICIPAL COURT	525,645.77	246,796.00	(278,849.77)	5.1%
32100	POLICE ADMINISTRATION	3,311,296.25	275,000.00	(3,036,296.25)	55.0%
42200	PUBLIC WORKS	3,955,080.50	3,287,809.00	(667,271.50)	12.1%
61900	CITY EVENTS	230,000.00	214,500.00	(15,500.00)	0.3%
62200	PARKS	357,500.00	290,600.00	(66,900.00)	1.2%
72000	PERMITTING DEVELOPMENT	754,043.80	659,821.00	(94,222.80)	1.7%
74100	PLANNING & ZONING	663,300.30	476,097.00	(187,203.30)	3.4%
74500	CODE ENFORCEMENT	270,643.02	287,792.00	17,148.98	-0.3%
75100	ECONOMIC DEVELOPMENT	178,245.41	131,596.00	(46,649.41)	0.8%
75500	MAIN STREET PROGRAM	266,562.14	228,776.00	(37,786.14)	0.7%
75700	GIS/PLANNING	128,837.38	136,082.00	7,244.62	-0.1%
90000	OTHER FINANCING USES	1,827,536.30	1,600,271.00	(227,265.30)	4.1%
		18,281,311.20	12,759,937.00	(5,521,374.20)	100.0%
GF	REVENUE	2022	2021		
		BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
100	GENERAL FUND	18,281,311.20	12,759,937.00	(5,521,374.20)	100.0%
		18,281,311.20	12,759,937.00	(5,521,374.20)	100%
GF	DIFFERENCE (EXP-REV)	(0.01)	-	0.01	

Enterprise Funds Proposed Budget



EXPENDITURES	2022	2021		
	BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-	0.0%
350 URA	1,223,177.76	1,205,271.00	(17,906.76)	-0.2%
353 CAPITAL CITYWIDE	10,623,467.00	23,082,293.00	12,458,826.00	149.5%
355 DDA	45,000.00	45,000.00	-	0.0%
360 PUBLIC FACILITIES AUTHORITY	3,014,566.25	-	(3,014,566.25)	-36.2%
495 CEMETERY	20,000.00	20,000.00	-	0.0%
505 WATER	2,300,088.02	2,101,700.00	(198,388.02)	-2.4%
505 SEWER	2,166,862.00	1,910,500.00	(256,362.00)	-3.1%
505 DEBT SERVICE	127,240.20	127,241.00	0.80	0.0%
510 STORMWATER	1,654,500.00	1,285,141.00	(369,359.00)	-4.4%
540 SANITATION	2,112,232.98	1,842,000.00	(270,232.98)	-3.2%
555 MMCC	849,651.18	810,016.00	(39,635.18)	-0.5%
560 TSCC	-	41,750.00	41,750.00	0.5%
565 AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-	0.0%
	24,911,785.39	33,245,912.00	8,334,126.61	100.0%

REVENUES	2022	2021		
	BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-	0.0%
350 URA	1,223,177.76	1,205,271.00	(17,906.76)	-0.2%
353 CAPITAL CITYWIDE	10,623,467.00	23,082,293.00	12,458,826.00	149.5%
355 DDA	45,000.00	45,000.00	-	0.0%
495 CEMETERY	20,000.00	20,000.00	-	0.0%
360 PUBLIC FACILITIES AUTHORITY	3,014,566.25	-	(3,014,566.25)	-36.2%
505 WATER	2,427,328.22	2,230,200.00	(197,128.22)	-2.4%
505 SEWER	2,166,862.00	1,910,500.00	(256,362.00)	-3.1%
510 STORMWATER	1,654,500.00	1,285,141.00	(369,359.00)	-4.4%
540 SANITATION	2,112,232.98	1,842,000.00	(270,232.98)	-3.2%
555 MMCC	849,651.18	810,016.00	(39,635.18)	-0.5%
560 TSCC	-	41,750.00	41,750.00	0.5%
565 AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-	0.0%
	24,911,785.39	33,247,171.00	8,335,385.61	100.0%

DIFFERENCE (REV-EXP)	0.00	1,259.00	(1,259.00)
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Proposed Revenue & Expenditure by Fund

FUND	REVENUES	EXPENITURES	\$CHANGE
GENERAL FUND	\$18,281,311.20	\$18,281,311.20	\$0.01
HOTEL/MOTEL	375,000.00	375,000.00	-
CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-
URA	1,223,177.76	1,223,177.76	-
CAPITAL CITYWIDE	10,623,467.00	10,623,467.00	-
DDA	45,000.00	45,000.00	-
PFA	3,014,566.25	3,014,566.25	-
CEMETERY	20,000.00	20,000.00	-
WATER	2,427,328.22	2,427,328.22	-
SEWER	2,166,862.00	2,166,862.00	-
STORMWATER	1,654,500.00	1,654,500.00	-
SANITATION	2,112,232.98	2,112,232.98	-
MMCC	849,651.18	849,651.18	0.00
TSCC	-	-	-
AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-
TOTAL OF ALL FUNDS	\$43,193,096.59	\$43,193,096.58	\$0.01

REVENUES

Stockbridge

Where Community Connects



The City of Stockbridge

Budget Worksheet



Fund: 100 - GENERAL FUND

Revenue

Division: 00000 - OPENING ENTRIES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
100-00000-311500	INTANGIBLE RECORDING TAX	62,018.80	74,396.75	56,323.00	41,359.09	86,854.09
100-00000-311600	REAL ESTATE TRANSFER	34,714.80	22,279.86	19,654.00	14,663.00	30,792.30
100-00000-311710	FRANCHISE TAX-ELECTRIC	1,116,883.51	1,064,575.66	1,154,000.00	-	1,165,000.00
100-00000-311715	FRANCHISE TAX - EMC	32,197.08	31,171.93	2,954.00	1,357.36	2,850.46
100-00000-311720	FRANCHISE TAX-COLLEGE PK.	-	15,591.66	32,742.00	5,816.25	12,214.13
100-00000-311730	FRANCHISE TAX-GAS	149,768.04	162,626.77	167,711.00	85,666.16	179,898.94
100-00000-311750	FRANCHISE TAX-TELV CABLE	177,909.69	103,298.51	73,952.00	112,857.71	237,001.19
100-00000-311760	FRANCHISE TAX-TELEPHONE	81,300.98	163,064.77	73,072.00	13,173.67	27,664.71
100-00000-311790	FRANCHISE TAX-OTHER	1,695.10	1,536.26	932.00	349.01	732.92
100-00000-313100	LOCAL OPTION SALES/USE TX	4,474,981.41	5,258,354.15	4,444,759.00	2,316,468.72	5,369,181.00
100-00000-313110	HCTC - AVT TAX	352,330.69	555,528.03	423,136.00	301,368.32	632,873.47
100-00000-314201	BEER TAX	367,434.67	399,530.24	338,971.00	131,962.88	277,122.05
100-00000-314202	LIQUOR TAX-PACKAGE SALES	203,528.58	244,419.28	198,721.00	98,228.44	206,279.72
100-00000-314203	WINE TAX	117,796.63	148,628.50	122,075.00	69,982.68	146,963.63
100-00000-314204	CONSUMPTION TAX - LIQUOR	71,326.99	50,034.01	35,200.00	30,733.94	64,541.27
100-00000-316100	OCCUPATIONAL TAX	676,624.36	753,141.95	850,000.00	767,454.79	900,000.00
100-00000-316112	GA MUNICIPAL LICENSE FEE	26,966.63	49,830.00	104,853.00	54,960.00	115,416.00
100-00000-316113	MISC BUSINESS TAX	2,490.95	13,326.48	28,691.00	2,512.45	5,276.15
100-00000-316150	OCCUPATIONAL TAX ADMIN.	94,876.94	93,160.00	69,888.00	47,375.00	99,487.50
100-00000-316200	INSURANCE PREMIUM TAX	2,012,698.35	2,122,712.53	2,296,091.00	-	2,300,000.00
100-00000-316300	Financial Institution Taxes	92,256.00	95,273.00	200,073.00	83,774.00	175,925.40
100-00000-318000	Property Tax	-	-	-	-	3,345,457.20
100-00000-319111	FORECLOSED/VACANT-REG FEE	1,400.00	900.00	840.00	300.00	630.00
100-00000-321110	OT ALCOHOLIC BEV-BEER	43,500.00	43,875.00	86,625.00	38,865.75	81,618.08
100-00000-321120	OT ALCOHOLIC BEV-WINE	39,750.00	40,125.00	80,325.00	36,615.75	76,893.08
100-00000-321130	OT ALCOHOLIC BEV-LIQUOR	105,000.00	107,500.00	210,000.00	106,748.50	224,171.85
100-00000-321140	ALCOHOLIC BEV-SPEC, EVENT	-	342.46	-	-	-
100-00000-321150	OT APPLICATION FEE	-	-	-	-	-
100-00000-321200	OT REGULATORY FEE	19,125.00	17,670.00	36,162.00	15,630.00	32,823.00
100-00000-322200	BSD - BUILDING PERMIT FEES - COMMERCIAL	100,465.49	180,161.91	319,677.00	34,636.94	72,737.57
100-00000-322201	BSD - MECH, ELEC, PLUMBING PERMIT FEES - CON	10,741.00	16,563.21	18,142.00	4,175.00	8,767.50
100-00000-322203	BSD - OTHER PERMIT FEES - COMMERCIAL	2,310.00	4,250.00	8,925.00	-	-
100-00000-322204	BSD - BUILDING PERMIT FEES RESIDENTIAL	185,224.48	230,362.90	128,192.00	86,876.24	182,440.10
100-00000-322205	BSD - MECH,ELEC,PLUMBING - PERMIT FEES RESII	7,157.50	6,821.00	5,146.00	5,850.00	12,285.00
100-00000-322207	BSD - OTHER PERMIT FEES RESIDENTIAL	7,700.00	5,075.00	2,783.00	2,750.00	5,775.00
100-00000-322211	ZONING CONFIRMATION FEE	-	-	-	-	-
100-00000-322215	ZONING VERIFICATION FEES	12,050.00	17,150.00	14,175.00	8,249.08	17,323.07
100-00000-322990	FILM REVENUE	20,186.60	9,883.41	2,730.00	7,000.00	14,700.00
100-00000-323100	OCCUPATIONAL TAX PENALTY	26,694.04	15,092.26	31,000.00	29,712.51	62,396.27
100-00000-323101	ENG - PERMITS	49,020.00	33,616.25	34,632.00	9,475.00	19,897.50
100-00000-323400	OCCUPATIONAL TAX-INTEREST	-	-	-	-	-
100-00000-323901	ENG - HOURLY	3,738.00	2,610.00	5,250.00	-	-
100-00000-323902	ENG - PLAN REVIEW	30,328.81	21,010.00	24,360.00	3,350.00	7,035.00

100-00000-323903	ESPC - STATE					
100-00000-323904	ESPC - INSPECTIONS	3,191.00	13,625.00	12,075.00	6,290.00	13,209.00
100-00000-324210	BSD PENALTY	4,499.50	3,969.22	7,390.00	1,075.00	2,257.50
100-00000-334110	PRODUCT DEVELOPMENT GRANT			5,000.00		
100-00000-334311	GRANTS FOR STREETS	270,121.69	291,306.61	300,000.00		300,000.00
100-00000-341300	BSD - PLAN CHECK FEES - COMMERCIAL	73,441.08	22,589.79	28,270.00	28,246.15	59,316.92
100-00000-341301	BSD - PLAN CHECK FEES - RESIDENTIAL	34,015.86	21,427.33	20,004.00	8,924.07	18,740.55
100-00000-341302	PZ - REZONING APP FEE - SINGLE FAMILY RES	450.00				
100-00000-341303	PZ - REZONING APP FEE - MUTI FAMILY RES	2,518.50				
100-00000-341304	PZ - REZONING APP FEE - COMMERCIAL INDUSTRI	1,127.25				
100-00000-341305	PZ - REZONING APP FEE - DRI	863.50	2,420.92			
100-00000-341306	PZ - ZONING CERTIFICATION FEE	2,100.00	900.00	105.00		
100-00000-341324	CAPITAL FACILITIES - DEVEL IMPACT FEES			151,596.00		
100-00000-341400	PRINTING & DUPLICAT SRVCS	152.40	364.49	503.00		
100-00000-341910	OTHER-ELECTION QUAL FEE	3,240.00				
100-00000-342201	FIRE - OPERATIONAL PERMITS	1,000.00	1,350.00	893.00	1,425.00	2,992.50
100-00000-342202	FIRE - CONSTRUCTION PERMITS	4,925.00	8,050.00	7,980.00	5,300.00	11,130.00
100-00000-342203	FIRE - INSPECTION FEES	16,200.00	16,754.50	17,430.00	11,610.00	24,381.00
100-00000-342204	FIRE - OTHER FEES AND CHARGES	400.00	100.00	210.00		
100-00000-343400	RIGHT OF WAY PERMIT FEE	3,900.00	3,150.00	4,095.00	1,200.00	2,520.00
100-00000-349300	BAD CHECK FEES	975.00	325.00	315.00	175.00	367.50
100-00000-349400	OPENEDGE MERCHANT FEE	1,516.93	8,217.12	7,996.00	5,385.74	11,310.05
100-00000-351140	FINES & FORFEITURES	76,522.91	26,497.50	31,973.00	23,153.53	827,948.00
100-00000-351145	CODE ENFORCEMENT FINES	1,000.00			100.00	210.00
100-00000-361000	INTEREST REVENUES	12,433.55	27,336.63	27,000.00	820.41	1,722.86
100-00000-361015	PENALTY & INT. ALCOHOL TX					
100-00000-381100	SPRINT COM RENT	42,829.89	44,114.47	104,262.00	51,137.73	107,389.23
100-00000-381200	PARK PAVILION RENTAL	42,170.44	1,850.91	8,402.00	7,575.11	15,907.73
100-00000-381300	T-MOBILE TOWER LEASE	42,349.05	44,043.00	46,156.00	22,858.14	48,002.09
100-00000-383000	INS.REIM.DAM./STOLEN PROP	4,300.54	15,769.65	31,306.00		
100-00000-389012	YOUTH COUNCIL FUNDRAISER	5,615.93	278.25	200.00		
100-00000-389013	CITY EVENTS REVENUE	11,702.07	5,725.00	12,023.00	6,150.00	12,915.00
100-00000-389014	BRIDGEFEST	30,175.00		10,000.00		10,000.00
100-00000-389015	TASTY TUESDAY/FOOD TRUCK SPONSORSHIP	9,200.00		6,000.00		6,000.00
100-00000-389018	HOLIDAY FESTIVAL SPONSORSHIP	1,825.00		800.00		800.00
100-00000-389019	VETERAN'S DAY SPONSORSHIP	3,850.00		1,000.00		1,000.00
100-00000-389020	PRETTY IN PINK SPONSORSHIP	4,525.00		1,000.00		1,000.00
100-00000-389021	SOUNDS OF SUMMER SPONSORSHIP	4,950.00		3,400.00		3,400.00
100-00000-389022	MEMORIAL MARCH SPONSORSHIP	1,000.00		700.00		700.00
100-00000-389023	TEEN ABASSADOR INITIATIVE	1,507.21				
100-00000-389030	MISCELLANEOUS	4,682.11	2,612.04	15,000.00	13,427.33	28,197.39
100-00000-389038	MAIN STREET SPONSORS	739.62		500.00		
100-00000-389040	FROM RESERVES			60,193.00		88,868.75
100-00000-389041	BOND RESERVES				321,761.18	
100-00000-391100	OPERATING TRANSFER IN			120,000.00		469,999.99
100-00000-392100	SALE OF GEN FIXED ASSETS	29,910.14	6,380.10	13,398.00		10,000.00
Division: 00000 - OPENING ENTRIES Total:		11,570,117.29	12,744,646.27	12,759,937.00	5,086,912.63	18,281,311.20

Budget Worksheet



Revenue

Fund: 275 - HOTEL/MOTEL TAX

		FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
Account Number	Account Description	ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED REVENUES
275-00000-314100	HOTEL/MOTEL TAX	472,110.30	349,863.35	375,000.00	196,886.81	375,000.00
Division: 00000 - OPENING ENTRIES Total:		472,110.30	349,863.35	375,000.00	196,886.81	375,000.00

Budget Worksheet



Revenue

Fund: 340 - CAPITAL PROJECT GRANT FUND -LCI

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
340-00000-331102	TE GRANT PROCEEDS	64,505.32	468,480.10	-	-	-
340-00000-389011	CDBG Miscellaneous	-	-	150,000.00	-	150,000.00
340-75500-334210	Ga Product Development Grant	12,412.00	-	-	-	-
Division: 00000 - OPENING ENTRIES Total:		76,917.32	468,480.10	150,000.00	-	150,000.00

Budget Worksheet



Revenue

Fund: 350 - URBAN REDEVELOPMENT AGENCY

						FY 2022 PROPOSED REVENUES
Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	
350-00000-391100	OPERATING TRANSFERS IN	1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76
Division: 00000 - OPENING ENTRIES Total:		1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76

Budget Worksheet



Revenue

Fund: 353 - CITYWIDE PROJECTS FUND

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
353-00000-391100	OPERATING TRANSFER IN	721,657.62	4,483,076.84	23,082,293.00	-	10,623,467.00
353-00000-393200	PFA BOND PROCEEDS	-	-	-	4,602,085.65	
355-00000-389030	MISC REVENUE	-	-	45,000.00	-	
Division: 00000 - OPENING ENTRIES Total:		721,657.62	4,483,076.84	23,127,293.00	4,602,085.65	10,623,467.00

Budget Worksheet



Revenue

Fund: 360 - PUBLIC FACILITIES AUTHORITY

		FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
Account Number	Account Description	ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED REVENUES
360-00000-391100	OPERATING TRANSFERS IN	-	-	-	-	188,042.00
Division: 00000 - OPENING ENTRIES Total:		-	-	-	-	188,042.00

Budget Worksheet



Revenue

Fund: 495 - CEMETERY FUND

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
495-00000-361000	INTEREST REVENUES	-	-	20,000.00	-	20,000.00
Division: 00000 - OPENING ENTRIES Total:		-	-	20,000.00	-	20,000.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Revenue

Division: 43300 - SEWER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
505-00000-392505	CONTRIBUTED CAPITAL	2,139,259.15	333,342.83	-	-	-
505-43300-344230	SEWER RESIDENTIAL	624,211.58	655,978.37	600,000.00	266,358.63	655,000.00
505-43300-344231	SEWER HC LEXINGTON SQUARE	52,700.78	55,544.10	48,000.00	23,051.70	50,000.00
505-43300-344232	SEWER COLLECTION FEE HC	4,721.01	7,079.90	4,700.00	2,413.14	5,000.00
505-43300-344233	SEWER APTS/MOBILE HOMES	363,794.89	399,378.56	350,000.00	176,947.53	375,000.00
505-43300-344234	SEWER HC B OF ED,3 CONYER	37,591.22	27,250.91	35,000.00	7,544.54	25,000.00
505-43300-344235	SEWER COMMERCIAL	360,968.50	301,792.34	360,000.00	135,424.38	355,000.00
505-43300-344236	SEWER BASE RESIDENTIAL	167,040.82	169,956.23	170,000.00	72,558.00	170,000.00
505-43300-344237	SEWER BASE COMMERCIAL	22,129.00	22,284.00	23,000.00	9,265.00	23,000.00
505-43300-344239	WILDWIND SEWER	3,398.25	(20,954.64)	3,500.00	(3,892.66)	24,000.00
505-43300-344240	SEWER CONNECT	104,500.00	179,848.00	67,500.00	6,000.00	50,000.00
505-43300-344299	SEWER IMPACT FEES	209,032.00	267,396.00	85,000.00	8,000.00	100,000.00
505-43300-361000	INTEREST REVENUES	-	-	300.00	-	300.00
505-43300-389040	FROM RESERVES	-	-	133,500.00	-	334,562.00
505-43300-391100	OPERATING TRANSFERS IN	-	-	30,000.00	-	-
Division: 43300 - SEWER Total:		4,089,347.20	2,398,896.60	1,910,500.00	703,670.26	2,166,862.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Revenue

Division: 44200 - WATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
505-44200-344210	WATER RESIDENTIAL	691,098.25	723,311.26	690,000.00	303,037.55	700,000.00
505-44200-344211	WATER APTS./MH	363,474.32	417,676.79	350,000.00	179,126.08	385,000.00
505-44200-344212	WATER IRRIGATION	22,749.42	16,724.11	21,000.00	3,209.93	20,000.00
505-44200-344215	WATER COMMERCIAL	509,070.66	480,259.67	515,000.00	205,796.41	500,000.00
505-44200-344216	WATER BASE RESIDENTIAL	176,915.87	178,404.10	185,000.00	76,139.00	187,000.00
505-44200-344217	WATER BASE COMMERCIAL	125,654.00	128,429.00	135,000.00	53,876.00	135,000.00
505-44200-344220	WATER CONNECT	91,300.00	126,033.00	70,000.00	4,000.00	100,000.00
505-44200-344221	WATER 2ND FIRELINE METERS	2,062.80	2,062.80	2,000.00	859.50	2,000.00
505-44200-344223	WATER MISCELLANEOUS	708.15	-	100.00	-	100.00
505-44200-344290	LATE FEES	72,051.65	48,454.31	82,000.00	41,422.78	70,000.00
505-44200-344295	RECONNECT FEE	10,450.00	1,700.00	10,000.00	-	10,000.00
505-44200-344299	WATER IMPACT FEES	153,647.00	199,491.00	75,000.00	6,000.00	100,000.00
505-44200-361000	INTEREST REVENUES	-	-	100.00	-	100.00
505-44200-389040	FROM RESERVES	-	-	95,000.00	-	218,128.22
Division: 44200 - WATER Total:		2,219,182.12	2,322,546.04	2,230,200.00	873,467.25	2,427,328.22

Budget Worksheet



Fund: 510 - STORMWATER

Revenue

Division: 42500 - STORMWATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
510-00000-319900	PENALTY/INTEREST STRMWTR	981.43	1,164.54	-	1,018.00	-
510-00000-349700	STORMWATER FEES	501,465.45	994,337.44	1,100,000.00	4,757.48	1,300,000.00
510-00000-349800	STORMWATER FEES PRIOR YRS	25,053.25	29,375.36	30,000.00	43,832.85	30,000.00
510-00000-389040	FROM RESERVES	-	-	155,141.00	-	324,500.00
Division: 00000 - OPENING ENTRIES Total:		527,500.13	1,024,877.34	1,285,141.00	49,608.33	1,654,500.00

Budget Worksheet



Fund: 540 - SANITATION SOLID WASTE COLLECTION

Revenue

Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
540-00000-319901	PENALTY/INTEREST SANI	2,338.59	1,777.86	1,000.00	1,343.96	1,000.00
540-00000-344110	SAN-REVENUE	1,105,753.81	1,137,696.55	1,704,000.00	60,697.34	1,761,000.00
540-00000-344130	SAN-RECYCLED MAT REVENUE	1,801.20	1,219.10	2,000.00	-	2,000.00
540-00000-349801	SANI-PRIOR YEARS REVENUE	9,964.33	7,631.98	5,000.00	4,274.78	5,000.00
540-00000-381000	RENTS & ROYALTIES	99,873.73	83,340.19	130,000.00	34,018.32	130,000.00
540-00000-389040	FROM RESERVES	-	-	-	-	213,232.98
Division: 00000 - OPENING ENTRIES Total:		1,219,731.66	1,231,665.68	1,842,000.00	100,334.40	2,112,232.98

Budget Worksheet



Fund: 555 - MERLE MANDERS CONFERENCE CENTER

Revenue

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
555-00000-381000	RENTS & ROYALTIES	111,055.00	17,038.00	155,000.00	(9,660.00)	155,000.00
555-00000-381201	EQUIPMENT RENTAL	-	-	1,000.00	-	1,000.00
555-00000-381301	DANCE FLOOR RENTAL	-	-	5,000.00	-	5,000.00
555-00000-389004	KITCHEN RENTAL \$600	1,000.00	500.00	1,750.00	-	1,750.00
555-00000-389007	CANCELLATION FEE	2,400.00	-	1,250.00	-	1,250.00
555-00000-389018	CLIENT EVENT ATTENDANT	6,560.00	4,500.00	11,000.00	(1,350.00)	11,000.00
555-00000-389030	MISCELLANEOUS	950.00	-	1,000.00	-	1,000.00
555-00000-391100	OPERATING TRANSFERS IN	330,801.22	616,108.54	634,016.00	-	673,651.18
Division: 00000 - OPENING ENTRIES Total:		452,766.22	638,146.54	810,016.00	(11,010.00)	849,651.18

Budget Worksheet



Revenue

Fund: 565 - AMPHITHEATER COMPLEX

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
565-00000 391000	TRANSFER FROM SPLOST IV BOND ACCT	-	6,369,497.07	250,000.00	(507,531.60)	250,000.00
Fund: 565 - AMPHITHEATER COMPLEX Total:		-	6,369,497.07	250,000.00	(507,531.60)	250,000.00

EXPENDITURES

Stockbridge

Where Community Connects



The City of Stockbridge

Budget Worksheet



Expense

Division: 11100 - GOVERNING BODY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-11100-511120	MAYOR	14,400.00	14,400.00	14,400.00	7,200.00	14,400.00
100-11100-511121	COUNCIL	60,000.00	60,000.00	60,000.00	30,000.00	60,000.00
100-11100-512100	GRP INSRNC MEDICAL/DENTAL	87,042.88	108,150.60	101,032.00	60,865.14	148,731.97
100-11100-512110	GROUP INSURANCE LIFE	117.30	115.75	300.00	68.75	300.00
100-11100-512111	GROUP INSURANCE VISION	585.30	570.84	627.00	304.62	627.00
100-11100-512200	MEDICARE 1.45%	1,025.52	1,067.08	1,200.00	539.40	1,200.00
100-11100-512400	PENSION	9,565.80	9,135.72	10,800.00	4,232.42	10,800.00
100-11100-512700	WORKER'S COMPENSATION	1,723.08	1,686.86	2,300.00	826.71	2,300.00
100-11100-512851	HRA DEDUCTIBLE	-	-	6,000.00	-	6,000.00
100-11100-521101	OFFICIAL/ADMINISTRATIVE	22,366.56	8,153.22	12,000.00	689.81	12,000.00
100-11100-521301	CODIFICATION	13,216.76	5,991.43	15,000.00	5,632.76	15,000.00
100-11100-522210	MAINTENANCE AGREEMENTS	615.88	-	-	-	-
100-11100-523242	CELL PHONES MAYOR	479.34	-	-	-	-
100-11100-523243	CELL PHONES COUNCIL 1	529.28	-	-	-	-
100-11100-523244	CELL PHONES COUNCIL 2	623.34	-	-	-	-
100-11100-523247	CELL PHONES COUNCIL 3	522.78	-	-	-	-
100-11100-523248	CELL PHONES COUNCIL 4	416.02	-	-	-	-
100-11100-523249	CELL PHONES COUNCIL 5	520.03	-	-	-	-
100-11100-523310	PUBLIC NOTICES	2,600.40	1,594.40	2,500.00	776.00	2,500.00
100-11100-523400	PRINTING & BINDING	2,910.19	857.82	4,000.00	-	4,000.00
100-11100-523502	TRAVEL MAYOR	3,775.34	3,569.27	5,000.00	1,642.00	5,000.00
100-11100-523503	TRAVEL COUNCIL 1	2,221.82	933.00	5,000.00	1,629.00	5,000.00
100-11100-523504	TRAVEL COUNCIL 2	5,006.77	1,308.70	5,000.00	1,332.00	5,000.00
100-11100-523505	TRAVEL COUNCIL 3	3,984.46	967.29	5,000.00	1,441.06	5,000.00
100-11100-523506	TRAVEL COUNCIL 4	8,710.51	1,202.79	5,000.00	1,278.00	5,000.00
100-11100-523507	TRAVEL COUNCIL 5	4,220.21	1,143.21	5,000.00	1,374.00	5,000.00
100-11100-523601	DUES & FEES MAYOR	-	20.00	100.00	-	100.00
100-11100-523602	DUES & FEES COUNCIL 1	-	-	100.00	-	100.00
100-11100-523603	DUES & FEES COUNCIL 2	-	-	100.00	-	100.00
100-11100-523604	DUES & FEES COUNCIL 3	-	-	100.00	-	100.00
100-11100-523605	DUES & FEES COUNCIL 4	-	-	100.00	-	100.00
100-11100-523606	DUES & FEES COUNCIL 5	-	-	100.00	-	100.00
100-11100-523702	EDUCATION & TRAINING MAYOR	4,769.50	1,777.84	5,000.00	1,270.00	5,000.00
100-11100-523703	EDUCATION & TRAINING COUNCIL 1	1,740.00	900.00	5,000.00	1,170.00	5,000.00
100-11100-523704	EDUCATION & TRAINING COUNCIL 2	3,530.00	1,717.84	5,000.00	920.00	5,000.00

100-11100-523705	EDUCATION & TRAINING COUNCIL 3	4,762.60	2,951.84	5,000.00	1,095.00	5,000.00
100-11100-523706	EDUCATION & TRAINING COUNCIL 4	2,853.00	3,094.00	5,000.00	1,610.00	5,000.00
100-11100-523707	EDUCATION & TRAINING COUNCIL 5	2,670.00	1,990.00	5,000.00	1,035.00	5,000.00
100-11100-523911	COUNCIL INITIATIVES MAYOR	3,170.41	360.99	5,000.00	55.00	5,000.00
100-11100-523912	COUNCIL INITIATIVES COUNCIL 1	12,435.96	9,504.52	5,000.00	9,788.07	5,000.00
100-11100-523913	COUNCIL INITIATIVES COUNCIL 2	10,146.12	1,599.97	5,000.00	1,600.70	5,000.00
100-11100-523914	COUNCIL INITIATIVES COUNCIL 3	2,738.75	852.79	5,000.00	389.91	5,000.00
100-11100-523915	COUNCIL INITIATIVES COUNCIL 4	4,326.14	2,495.07	5,000.00	669.70	5,000.00
100-11100-523916	COUNCIL INITIATIVES COUNCIL 5	5,128.67	7,746.70	5,000.00	4,320.51	5,000.00
100-11100-531110	COMPUTER EXPENSE	3,234.00	1,500.00	2,000.00	-	2,000.00
100-11100-531111	COMPUTER EXPENSE MAYOR	0.99	-	-	-	-
100-11100-531115	COMPUTER EXPENSE COUNCIL 2	-	-	-	-	-
100-11100-531116	COMPUTER EXPENSE COUNCIL 3	-	-	-	-	-
100-11100-531118	COMPUTER EXPENSE COUNCIL 5	-	-	-	-	-
100-11100-531130	OFFICE SUPPLIES	2,352.91	2,433.77	4,000.00	826.40	4,000.00
100-11100-531132	COMMITTEE SUPPLIES	1,566.48	55.00	-	-	-
100-11100-531700	MISCELLANEOUS EXPENSE	1,085.26	2,521.69	3,700.00	2,236.22	3,700.00
100-11100-531701	HOSPITALITY/FOOD/BEVERAGE	4,195.13	776.14	5,000.00	-	5,000.00
100-11100-531747	CIVIC EVENTS	11,635.82	2,296.72	8,000.00	2,720.29	8,000.00
100-11100-531748	YOUTH ADVISORY COUNCIL	21,469.78	10,918.11	21,500.00	4,119.83	21,500.00
100-11100-531751	UNIFORMS MAYOR	162.00	205.50	400.00	20.00	400.00
100-11100-531752	UNIFORMS COUNCIL 1	72.00	992.34	400.00	490.39	400.00
100-11100-531753	UNIFORMS COUNCIL 2	230.17	136.28	400.00	20.00	400.00
100-11100-531754	UNIFORMS COUNCIL 3	130.00	310.77	400.00	20.00	400.00
100-11100-531755	UNIFORMS COUNCIL 4	262.15	501.31	400.00	20.00	400.00
100-11100-531756	UNIFORMS COUNCIL 5	192.14	1,213.80	400.00	133.36	400.00
Division: 11100 - GOVERNING BODY Total:		352,039.55	279,720.97	367,359.00	154,362.05	415,058.97

Budget Worksheet



Expense

Division: 11300 - CITY CLERK

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-11300-511100	REGULAR EMPL. SALARIES	245,523.28	263,190.87	320,544.00	82,585.84	345,173.93
100-11300-511300	OVERTIME	2,090.27	173.14	200.00	87.10	200.00
100-11300-512100	GRP INSRNC MEDICAL/DENTAL	51,687.90	72,797.36	72,000.00	47,580.54	123,953.94
100-11300-512101	FEES GRP INS	-	-	1,500.00	-	1,500.00
100-11300-512110	GROUP INSURANCE LIFE	904.43	837.01	900.00	490.49	900.00
100-11300-512111	GROUP INSURANCE VISION	446.69	503.15	514.00	238.80	514.00
100-11300-512200	MEDICARE 1.45%	3,398.43	3,763.30	3,500.00	1,163.35	3,500.00
100-11300-512400	PENSION	28,954.20	27,914.64	35,000.00	13,469.04	35,000.00
100-11300-512600	UNEMPLOYMENT INSURANCE	-	-	3,000.00	-	3,000.00
100-11300-512700	WORKER'S COMPENSATION	1,530.66	1,833.56	2,500.00	895.96	2,500.00
100-11300-512800	EMPLOYEE ASSISTANCE PROG.	-	-	750.00	-	750.00
100-11300-512851	HRA DEDUCTIBLE	4,467.82	-	4,000.00	-	10,000.00
100-11300-522341	COPIER RENTAL	806.85	2,291.49	1,625.00	1,345.66	1,625.00
100-11300-523231	CELL PHONES	292.74	1,496.40	-	-	-
100-11300-523400	PRINTING & BINDING	503.55	620.11	5,000.00	-	5,000.00
100-11300-523500	TRAVEL	9,126.93	664.63	9,000.00	1,402.20	9,500.00
100-11300-523600	DUES & FEES	231.00	732.88	500.00	374.00	1,000.00
100-11300-523700	EDUCATION & TRAINING	6,215.11	1,672.82	9,000.00	1,885.17	9,800.00
100-11300-523850	PERSONNEL SERVICE	29,917.92	-	-	-	-
100-11300-523940	POSTAGE	75.00	270.49	500.00	80.39	500.00
100-11300-531110	COMPUTER EXPENSE	942.95	1,708.98	-	-	-
100-11300-531120	ELECTION EXPENSE	18,906.30	4,278.98	25,000.00	132.00	3,000.00
100-11300-531130	OFFICE SUPPLIES	2,177.95	2,158.91	3,000.00	1,713.66	5,000.00
100-11300-531140	SUPPLIES & MATERIALS	1,405.77	2,606.31	3,000.00	2,845.36	5,000.00
100-11300-531600	SMALL EQUIPMENT - NON CAPITAL	395.52	-	2,000.00	-	4,000.00
100-11300-531725	PROMOTIONAL ITEMS	5,206.86	3,115.41	5,000.00	-	5,000.00
100-11300-531750	UNIFORMS	844.03	1,049.48	1,200.00	793.36	1,500.00
100-11300-542400	COMPUTER SOFTWARE	-	6,296.50	7,000.00	5,582.50	5,000.00
Division: 11300 - CITY CLERK Total:		416,052.16	399,976.42	516,233.00	162,665.42	582,916.87

Budget Worksheet



Expense

Division: 13000 - EXECUTIVE

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-13000-511100	REGULAR EMPL. SALARIES	402,620.52	400,680.99	291,481.00	160,085.61	301,382.80
100-13000-511300	OVERTIME	288.96	-	-	-	-
100-13000-512100	GRP INSRNC MEDICAL/DENTAL	59,318.53	71,279.78	82,227.00	32,005.62	90,450.00
100-13000-512110	GROUP INSURANCE LIFE	1,084.74	1,067.88	1,200.00	427.33	1,800.00
100-13000-512111	GROUP INSURANCE VISION	414.84	382.08	380.00	162.12	380.00
100-13000-512200	MEDICARE 1.45%	6,262.75	5,717.97	6,000.00	2,270.23	7,000.00
100-13000-512400	PENSION	2,480.04	2,368.56	2,800.00	1,122.43	4,200.00
100-13000-512401	RETIREMENT CONTRIBUTION	16,183.89	17,423.98	26,000.00	3,877.08	39,000.00
100-13000-512600	UNEMPLOYMENT INSURANCE	-	-	2,400.00	-	2,500.00
100-13000-512700	WORKER'S COMPENSATION	1,845.77	1,466.86	2,000.00	717.46	3,000.00
100-13000-512800	EMPLOYEE ASSISTANCE PROG.	-	-	400.00	-	600.00
100-13000-512850	HRA REIMBURSEMENT	-	300.00	2,000.00	-	6,000.00
100-13000-521201	PROFESSIONAL SERVICES	-	-	-	-	20,000.00
100-13000-522000	ROW LANDSCAPING	14,158.60	7,722.87	-	-	-
100-13000-522320	RENTAL OF EQUIP & VEHICLE	1,813.60	-	-	-	-
100-13000-522341	COPIER RENTAL	-	50.65	2,500.00	431.37	2,500.00
100-13000-523231	CELL PHONES	1,197.43	1,496.40	-	-	-
100-13000-523400	PRINTING & BINDING	1,081.50	294.27	1,500.00	-	1,000.00
100-13000-523500	TRAVEL	10,197.68	1,517.29	9,000.00	538.95	9,000.00
100-13000-523600	DUES & FEES	7,733.00	4,418.50	3,000.00	2,315.00	5,000.00
100-13000-523700	EDUCATION & TRAINING	6,438.24	421.72	8,000.00	2,235.00	10,000.00
100-13000-531110	COMPUTER EXPENSE	6,780.29	6,799.63	-	1,963.87	-
100-13000-531130	OFFICE SUPPLIES	1,892.45	2,395.00	3,500.00	148.15	3,500.00
100-13000-531140	SUPPLIES & MATERIALS	-	408.46	-	-	-
100-13000-531700	MISCELLANEOUS EXPENSE	11,054.27	8,792.90	1,500.00	4,179.56	2,500.00
100-13000-531701	HOSPITALITY/FOOD/BEVERAGE	5,576.19	206.28	5,000.00	343.81	5,000.00
100-13000-531750	UNIFORMS	305.32	1,229.94	1,000.00	128.12	1,000.00
100-13000-571000	ABATEMENT PROGRAM	73,162.25	-	-	-	-
100-13000-579000	CONTINGENCIES	112,275.02	42,066.12	100,000.00	24,359.10	100,000.00
Division: 13000 - EXECUTIVE Total:		744,165.88	578,508.13	551,888.00	237,310.81	615,812.80

Budget Worksheet



Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
100-15100-511100	REGULAR EMPL. SALARIES	281,944.07	415,461.52	477,160.00	197,899.27	501,265.74
100-15100-511300	OVERTIME	603.58	485.33	500.00	75.64	400.00
100-15100-512100	GRP INSRNC MEDICAL/DENTAL	62,822.36	124,995.14	148,863.00	69,579.86	172,075.79
100-15100-512101	FEES GRP INS	1,268.25	1,377.50	2,100.00	622.25	2,400.00
100-15100-512110	GROUP INSURANCE LIFE	1,023.79	1,442.10	1,300.00	928.78	1,485.71
100-15100-512111	GROUP INSURANCE VISION	436.32	612.60	709.00	347.96	709.00
100-15100-512200	MEDICARE 1.45%	4,221.30	5,936.23	5,000.00	2,833.64	5,714.29
100-15100-512400	PENSION	34,745.05	38,713.45	46,000.00	17,694.58	52,571.43
100-15100-512600	UNEMPLOYMENT INSURANCE	-	-	4,200.00	-	4,200.00
100-15100-512700	WORKER'S COMPENSATION	2,223.79	2,566.95	3,500.00	1,257.20	4,000.00
100-15100-512800	EMPLOYEE ASSISTANCE PROG.	1,286.64	1,140.85	1,100.00	665.85	1,257.14
100-15100-512851	HRA DEDUCTIBLE	2,050.00	-	7,000.00	-	10,000.00
100-15100-521100	CONSULTANT FEES	73,431.63	28,899.13	25,000.00	-	25,000.00
100-15100-521210	ACCOUNTING,ANNUAL AUDIT	47,175.00	45,395.00	50,000.00	43,000.00	55,000.00
100-15100-521217	LEGAL	170,683.19	-	-	-	-
100-15100-521218	LEGAL, OTHER	-	(733.44)	-	-	-
100-15100-521223	PAYROLL FEES	12,284.38	12,935.18	18,162.13	3,036.77	43,000.00
100-15100-521335	SHREDING	1,218.45	-	-	-	-
100-15100-522210	MAINTENANCE AGREEMENTS	45,863.05	45,669.33	45,000.00	45,047.71	47,000.00
100-15100-522230	EQUIPMENT REPAIRS	-	-	-	-	-
100-15100-522250	AUTO & TRUCK REPAIR	1,595.92	-	-	-	-
100-15100-522320	RENTAL OF EQUIP & VEHICLE	3,120.34	504.00	5,000.00	252.00	-
100-15100-522341	COPIER RENTAL	557.79	2,471.63	2,500.00	2,250.63	3,000.00
100-15100-523110	INSURANCE GEN. LIABILITY	1,713.89	-	-	-	-
100-15100-523231	CELL PHONES	1,280.55	2,556.02	-	-	-
100-15100-523240	AT&T CLUB SERVICE	9,495.07	10,637.82	10,000.00	6,409.81	10,000.00
100-15100-523246	TELECOMMUNICATION	22,447.52	21,027.39	35,000.00	11,171.31	35,000.00
100-15100-523300	ADVERTISING	-	-	500.00	-	500.00
100-15100-523310	PUBLIC NOTICES	685.60	688.00	-	-	-
100-15100-523400	PRINTING & BINDING	695.11	750.47	500.00	-	500.00
100-15100-523500	TRAVEL	5,398.29	149.17	4,000.00	83.00	6,000.00
100-15100-523600	DUES & FEES	12,464.17	1,413.00	2,000.00	1,192.00	2,500.00
100-15100-523700	EDUCATION & TRAINING	4,552.00	5,423.50	9,000.00	1,502.00	12,000.00
100-15100-523850	PERSONNEL SERVICE	95,075.63	-	8,000.00	-	-
100-15100-523851	INTERN HELP	3,585.58	168.00	-	-	-
100-15100-523855	CONTRACT SERVICES	-	-	5,000.00	-	-
100-15100-523901	BANK CHARGES	3,067.94	(2,914.95)	5,000.00	101.78	5,000.00
100-15100-523909	CREDIT CARD EXPENSES	10,261.90	17,821.63	5,000.00	13,487.18	5,000.00
100-15100-523936	HR EXPENSES	250.00	-	-	-	-
100-15100-523940	POSTAGE	2,484.83	1,136.87	10,000.00	668.50	12,000.00
100-15100-523945	WEB SITE	5,400.00	-	-	-	-
100-15100-531110	COMPUTER EXPENSE	4,328.47	13,650.46	-	2,893.00	-
100-15100-531130	OFFICE SUPPLIES	4,188.62	3,734.78	3,000.00	1,611.22	3,500.00
100-15100-531140	SUPPLIES & MATERIALS	10,775.91	31.99	3,000.00	136.84	3,000.00
100-15100-531142	HAND TOOLS & SMALL EQUIP.	241.53	-	-	-	-

100-15100-531700	MISCELLANEOUS EXPENSE	13,311.92	11,800.83	3,000.00	(2,891.66)	3,000.00
100-15100-531701	HOSPITALITY/FOOD/BEVERAGE	854.75	-	1,000.00	-	500.00
100-15100-531705	HOLIDAY GALA	-	350.00	-	-	-
100-15100-531750	UNIFORMS	541.49	616.77	500.00	7.00	600.00
100-15100-541406	STORM WATER/PROPERTY TAX	9,767.95	18,884.47	10,000.00	-	10,000.00
100-15100-542300	FURNITURE & FIXTURES	1,165.02	-	1,000.00	1,290.00	500.00
100-15100-542400	COMPUTER SOFTWARE	-	2,750.00	17,000.00	15,290.00	17,000.00
100-15100-542500	EQUIPMENT	-	-	500.00	-	1,000.00
100-15100-579000	CONTINGENCIES	-	(91.00)	-	-	-
Division: 15100 - FINANCIAL ADMINISTRATION Total:		972,588.64	838,457.72	976,094.13	438,444.12	1,056,679.10

Budget Worksheet



Expense

Division: 15110 - NON-DEPARTMENTAL

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15110-521100	CONSULTANT FEES	-	24,303.00	30,000.00	30,985.00	80,000.00
100-15110-521217	LEGAL	-	169,098.50	200,000.00	145,103.39	300,000.00
100-15110-521218	LEGAL, OTHER	-	11,765.71	30,000.00	5,374.02	30,000.00
100-15110-521335	SHREDING	-	538.83	2,500.00	375.38	3,000.00
100-15110-522250	AUTO & TRUCK REPAIR (ADMIN. VEHICLES)	-	1,829.11	2,500.00	157.14	3,000.00
100-15110-523600	DUES & FEES (GMA DUES)	-	11,090.32	12,000.00	9,950.30	12,000.00
100-15110-523945	WEBSITE	-	1,920.00	5,000.00	-	5,000.00
100-15110-531140	SUPPLIES & MATERIALS (CITY HALL)	-	7,355.63	15,000.00	3,882.87	15,000.00
100-15110-531710	CHRISTMAS DECORATIONS	-	620.60	20,000.00	-	20,000.00
100-15110-542402	AGENDA SOFTWARE	-	3,599.99	8,000.00	4,199.99	8,000.00
100-15110-542403	CITY-WIDE DIGITAL SOFTWARE CONVERSION	-	269.00	25,000.00	10,631.00	25,000.00
100-15110-542404	APP SOFTWARE	-	2,000.00	10,000.00	10,000.00	10,000.00
100-15110-571000	ABATEMENT PROGRAM	-	40,225.00	80,000.00	-	80,000.00
Division: 15110 - NON-DEPARTMENTAL Total:		-	274,615.69	440,000.00	220,659.09	591,000.00

Budget Worksheet



Expense

Division: 15160- BUSINESS SERVICES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15160-511100	REGULAR SALARIES	92,508.72	97,600.05	98,998.00	41,283.53	143,751.38
100-15160-511300	OVERTIME	87.74	14.47	-	-	-
100-15160-512100	GRP INSRNC MEDICAL/DENTAL	24,787.87	35,523.01	40,370.00	24,036.10	66,609.21
100-15160-512110	GROUP INSURANCE LIFE	351.36	362.76	550.00	216.63	825.00
100-15160-512111	GROUP INSURANCE VISION	178.14	191.04	192.00	95.92	288.00
100-15160-512200	MEDICARE 1.45%	1,301.58	1,376.34	1,200.00	567.58	1,800.00
100-15160-512400	PENSION	11,071.56	10,573.80	12,500.00	4,763.59	18,750.00
100-15160-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	3,000.00
100-15160-512700	WORKER'S COMPENSATION	1,498.32	1,466.86	2,000.00	717.46	3,000.00
100-15160-512851	HRA DEDUCTIBLE	281.98	-	2,000.00	-	6,000.00
100-15160-521201	PROFESSIONAL FEES	-	-	500.00	-	7,000.00
100-15160-521300	TECHNICAL SERVICES	-	-	500.00	-	-
100-15160-521310	SOFTWARE	-	-	4,000.00	656.25	4,000.00
100-15160-522210	MAINTENANCE AGREEMENT	808.63	2,415.00	1,500.00	902.08	1,500.00
100-15160-522341	COPIER RENTAL	-	1,510.08	1,700.00	964.84	1,700.00
100-15160-523231	CELL PHONES	149.82	765.52	-	-	-
100-15160-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-15160-523300	ADVERTISEMENT	-	-	1,600.00	-	800.00
100-15160-523400	PRINTING & BINDING	1,845.23	3,146.34	1,800.00	113.91	1,800.00
100-15160-523500	TRAVEL	1,319.24	342.80	2,000.00	-	1,000.00
100-15160-523600	DUES & FEES	120.00	140.00	500.00	140.00	200.00
100-15160-523700	EDUCATION & TRAINING	748.00	344.50	3,000.00	-	1,000.00
100-15160-523721	BUSINESS RETENTION	-	-	1,000.00	-	500.00
100-15160-523850	PERSONNEL SERVICES	-	5,323.50	-	-	-
100-15160-523940	POSTAGE	6,107.04	1,086.41	6,000.00	339.35	6,000.00
100-15160-531110	COMPUTER EXPENSE	140.53	1,534.54	-	-	-
100-15160-531132	S BUSINESS ASSOCIATION SUPPLIES	541.03	-	-	-	-
100-15160-531140	SUPPLIES & MATERIALS	4,030.65	2,858.23	2,700.00	1,261.39	2,700.00
100-15160-531600	SMALL EQUIPMENT - NON CAPITAL	1,815.70	256.47	2,200.00	-	1,000.00
100-15160-531701	HOSPITALITY/FOOD/BEVERAGE	370.91	-	500.00	-	500.00
100-15160-531725	PROMOTIONAL ITEMS	-	-	1,000.00	-	1,000.00
100-15160-531750	UNIFORMS	-	142.77	400.00	-	200.00
Division: 15160 - BUSINESS SERVICES Total:		150,064.05	166,974.49	190,710.00	76,058.63	274,923.59

Budget Worksheet



Expense

Division: 15350 - INFORMATION TECHNOLOGY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15350-521211	IT Services for Governing Body	25,888.43	44,327.56	-	-	-
100-15350-521212	IT Services for Executive	15,889.35	35,623.54	-	-	-
100-15350-521213	IT Services for Administration	44,044.73	88,640.17	-	-	-
100-15350-521214	IT Services for Government Buildings	6,333.51	10,434.41	-	-	-
100-15350-521215	IT Services for Courts	7,498.68	17,646.53	-	-	-
100-15350-521216	IT Services for Public Works	14,276.32	24,860.43	-	-	-
100-15350-521217	IT Services for Code Enforcement	6,479.42	7,549.10	-	-	-
100-15350-521218	IT Services for Main Street	6,630.54	14,761.87	-	-	-
100-15350-521219	IT Services for Planning	6,540.86	11,473.45	-	-	-
100-15350-521220	IT Services for Business Services	6,479.36	11,848.39	-	-	-
100-15350-521351	IT SERVICES (CONTRACTED)	-	-	294,582.00	136,103.27	336,830.00
100-15350-521352	IT SERVICES FOR PHONE SYSTEM	-	-	62,044.00	24,103.21	84,000.00
100-15350-521353	IT SERVICES FOR INTERNET SERVICES	-	-	48,700.00	2,188.17	65,700.00
100-15350-531110	COMPUTER EXPENSE	139,787.30	23,838.17	40,000.00	21,934.09	20,730.00
100-15350-541400	Computer NETWORK INFRASTRUCTURE	98,178.46	165,195.66	55,300.00	18,512.40	116,200.00
100-15350-541488	IT CAPITAL PROJECTS	-	-	40,000.00	-	14,122.00
Division: 15350 - INFORMATION TECHNOLOGY Total:		378,026.96	456,199.28	540,626.00	202,841.14	637,582.00

Budget Worksheet



Expense

Division: 15400 - HUMAN RESOURCES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD	FY 2022
					ACTUAL	PROPOSED EXPENDITURES
100-15400-511100	REGULAR EMPL. SALARIES	82,442.73	88,533.99	86,400.00	39,635.85	144,875.62
100-15400-512100	GRP INSRNC MEDICAL/DENTAL	8,536.10	12,236.66	13,789.00	6,885.24	32,612.27
100-15400-512101	FEES GRP INS	-	-	-	-	-
100-15400-512110	GROUP INSURANCE LIFE	288.84	277.68	320.00	178.92	340.00
100-15400-512111	GROUP INSURANCE VISION	56.79	67.68	68.00	36.12	135.00
100-15400-512200	MEDICARE 1.45%	817.66	1,282.18	844.00	560.81	1,600.00
100-15400-512400	PENSION	5,790.84	5,530.44	10,000.00	3,960.55	20,000.00
100-15400-512600	UNEMPLOYMENT INSURANCE	-	-	600.00	-	1,200.00
100-15400-512700	WORKER'S COMPENSATION	383.30	366.70	500.00	178.50	1,000.00
100-15400-512800	EMPLOYEE ASSISTANCE PROG.	-	-	150.00	-	300.00
100-15400-512851	HRA	-	-	2,000.00	-	4,000.00
100-15400-521100	CONSULTANT FEES	16,390.00	8,500.00	15,000.00	2,702.33	10,000.00
100-15400-522210	MAINTENANCE AGEEMENTS	57.16	114.32	5,000.00	57.16	5,000.00
100-15400-522230	EQUIPMENT REPAIRS	-	-	500.00	-	500.00
100-15400-522320	RENTAL OF EQUIP & VEHICLE	-	-	-	2,530.65	-
100-15400-522341	COPIER RENTAL	-	50.65	608.00	431.37	700.00
100-15400-523110	INSURANCE GEN. LIABILITY	142,097.62	155,808.80	190,000.00	85,400.91	190,000.00
100-15400-523231	CELL PHONES	178.53	374.10	-	-	-
100-15400-523300	ADVERTISING	195.00	209.45	300.00	1,258.15	1,500.00
100-15400-523400	PRINTING & BINDING	650.41	294.27	500.00	356.25	500.00
100-15400-523500	TRAVEL	1,092.00	1,529.70	3,500.00	83.00	3,500.00
100-15400-523600	DUES & FEES	415.83	423.00	750.00	423.00	500.00
100-15400-523700	EDUCATION & TRAINING	542.32	1,436.50	10,000.00	655.00	10,000.00
100-15400-523708	TRAINING & DEVELOPMENT	-	27,204.00	25,637.87	14,400.00	25,000.00
100-15400-523850	PERSONNEL SERVICE	21,087.93	-	18,000.00	-	15,000.00
100-15400-523851	INTERN HELP	11,679.00	1,268.25	5,000.00	460.00	5,000.00
100-15400-523855	CONTRACT SERVICES	8,965.00	4,341.80	5,000.00	749.55	5,000.00
100-15400-523909	CREDIT CARD EXPENSES	586.16	544.45	4,000.00	-	4,000.00
100-15400-523930	DRUG TESTING, VACCINES	2,708.98	1,618.34	5,000.00	220.00	5,000.00
100-15400-523936	HR EXPENSES	2,168.55	1,282.80	3,000.00	1,152.29	3,000.00
100-15400-523937	HEALTH & WELLNESS	19,355.09	36,277.32	38,450.00	38,693.57	42,000.00
100-15400-523940	POSTAGE	75.00	149.75	2,000.00	72.14	1,000.00
100-15400-531110	COMPUTER EXPENSE	2,185.71	-	-	-	2,500.00
100-15400-531130	OFFICE SUPPLIES	265.23	51.64	200.00	316.47	500.00
100-15400-531700	MISCELLANEOUS EXPENSE	430.33	608.48	400.00	776.82	1,000.00
100-15400-531701	HOSPITALITY/FOOD/BEVERAGE	6,024.81	2,900.01	4,000.00	-	4,000.00
100-15400-531710	CHRISTMAS DECORATIONS	-	-	5,000.00	-	5,000.00
100-15400-531750	UNIFORM	222.07	-	-	185.34	200.00
100-15400-542300	FURNITURE & FIXTURE	-	-	450.00	-	450.00
100-15400-542500	EQUIPMENT	-	-	500.00	-	500.00
100-15400-573200	LIABILITY INSURANCE DEDUCT	-	-	-	-	-
Division: 15400 - HUMAN RESOURCES Total:		335,688.99	353,282.96	457,466.87	202,359.99	547,412.89

Budget Worksheet



Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15650-511100	REGULAR EMP. SAJARIFS	145,311.03	158,501.96	157,857.00	62,713.40	161,489.29
100-15650-511300	OVERTIME	6,358.30	1,343.68	10,000.00	1,065.66	10,000.00
100-15650-512100	GRP INSRNC MEDICAL/DENTAL	48,199.74	72,287.87	68,350.00	40,695.30	92,531.82
100-15650-512110	GROUP INSURANCE LIFE	551.84	581.52	1,500.00	348.18	1,500.00
100-15650-512111	GROUP INSURANCE VISION	335.10	379.80	313.00	202.68	313.00
100-15650-512200	MEDICARE 1.45%	2,182.67	2,245.38	2,200.00	901.66	2,200.00
100-15650-512400	PENSION	19,485.84	18,609.84	22,000.00	8,413.84	22,000.00
100-15650-512700	WORKER'S COMPENSATION	1,872.85	1,833.56	2,500.00	895.96	2,500.00
100-15650-512851	HRA, DEDUCTIBLE	2,000.00	-	3,000.00	-	3,000.00
100-15650-521200	PROFESSIONAL FEES	850.00	-	15,000.00	-	15,000.00
100-15650-521222	IT TOTAL TECH	-	-	-	-	-
100-15650-521230	ENGINEERING FEES	-	216.00	10,000.00	-	10,000.00
100-15650-522210	MAINTENANCE AGREEMENTS	11,281.36	10,170.68	50,000.00	14,958.21	125,000.00
100-15650-522216	LANDSCAPING/PLANTS NEW CH	-	-	-	-	-
100-15650-522218	CLEANING - COURT	-	-	-	-	-
100-15650-522219	LANDSCAPING	118,229.00	96,831.00	150,000.00	83,077.13	175,000.00
100-15650-522220	MAINTENANCE & CLEANING	-	46,150.14	-	485.00	-
100-15650-522224	FOUNTAIN MAINTENANCE	1,257.23	14,784.50	15,000.00	755.00	30,000.00
100-15650-522230	EQUIPMENT REPAIRS	55,701.25	8,663.75	10,000.00	444.00	10,000.00
100-15650-522250	AUTO & TRUCK REPAIR	75.00	776.06	2,000.00	189.43	2,000.00
100-15650-522310	Rental of Land and Building	54.67	1,301.87	1,000.00	609.66	1,000.00
100-15650-522320	RENTAL OF EQUIP & VEHICLE	-	-	1,000.00	-	1,000.00
100-15650-522321	FACILITY CLEANING CITY HALL	37,074.00	36,134.65	50,000.00	15,333.75	52,000.00
100-15650-522322	FACILITY CLEANING MMCC	23,164.80	43,702.66	40,000.00	9,676.71	43,000.00
100-15650-522323	FACILITY CLEANING TSCC	7,200.00	7,066.25	15,000.00	3,000.00	15,000.00
100-15650-522324	FACILITY CLEANING MUNICIPAL COURT	9,859.05	9,241.12	20,000.00	3,924.80	21,000.00
100-15650-522325	FACILITY CLEANING MAINTENANCE SHOP	-	-	8,000.00	-	11,000.00
100-15650-522326	FACILITY CLEANING WWTP	2,400.00	2,360.25	8,000.00	1,000.00	8,000.00
100-15650-522319	FACILITY CLEANING PUBLIC WORKS BLDG	-	-	-	-	15,000.00
100-15650-522327	MAINTENANCE & CLEANING CITY HALL	12,423.92	113.24	-	-	-
100-15650-522328	MAINTENANCE & CLEANING MMCC	13,154.77	47.48	-	1,069.74	-
100-15650-522329	MAINTENANCE & CLEANING TSCC	5,434.55	-	-	-	-
100-15650-522330	MAINTENANCE & CLEANING MUNICIPAL COURT	22,469.26	8,545.00	-	395.22	-
100-15650-522331	MAINTENANCE & CLEANING MAINTENANCE SHOP	9,451.60	-	-	-	-
100-15650-522332	MAINTENANCE & CLEANING WWTP	2,729.70	-	-	-	-
100-15650-522333	EQUIPMENT REPAIRS CITY HALL	9,800.73	8,688.05	10,000.00	14,819.83	10,000.00
100-15650-522334	EQUIPMENT REPAIRS MMCC	3,077.66	2,262.84	10,000.00	4,860.00	10,000.00
100-15650-522335	EQUIPMENT REPAIRS TSCC	4,030.98	2,686.00	7,500.00	-	7,500.00
100-15650-522336	EQUIPMENT REPAIRS MUNICIPAL COURT	21,254.60	6,871.32	7,500.00	-	7,500.00
100-15650-522337	EQUIPMENT REPAIRS MAINTENANCE SHOP	198.00	-	5,000.00	-	5,000.00
100-15650-522338	EQUIPMENT REPAIRS WWTP	388.92	1,065.90	5,000.00	-	5,000.00
100-15650-522339	EQUIPMENT REPAIRS PUBLIC WORKS BLDG	-	-	-	-	5,000.00
100-15650-523231	CELL PHONES	519.09	1,139.62	-	-	-
100-15650-523310	PUBLIC NOTICES	-	244.00	-	274.00	-
100-15650-523600	DUES & FEES	202.00	-	-	-	-
100-15650-523700	EDUCATION & TRAINING	-	562.50	1,000.00	-	2,500.00
100-15650-531110	COMPUTER EXPENSE	8,081.76	-	-	-	-
100-15650-531130	OFFICE SUPPLIES	-	-	-	-	500.00

100-15650-531140	SUPPLIES & MATERIALS	9,893.62	3,793.03	15,000.00	822.94	15,000.00
100-15650-531142	HAND TOOLS & SMALL EQUIP.	1,158.53	246.92	10,000.00	61.67	10,000.00
100-15650-531143	SECURITY UPGRADE	9,157.70	592.00	15,000.00	66,487.40	35,000.00
100-15650-531222	GA POWER ELECTRICITY	-	-	18,000.00	-	18,000.00
100-15650-531224	GA PWR,LIGHTS,TAG OFFICE	2,161.46	2,051.61	3,000.00	1,018.01	3,000.00
100-15650-531225	GA PWR,4640 CITY HALL	71,864.86	72,013.86	65,000.00	36,380.32	75,000.00
100-15650-531271	Admin Vehicles	3,467.76	357.19	-	254.49	-
100-15650-531280	Cable	1,039.11	937.26	1,700.00	-	1,700.00
100-15650-531290	CABLE	-	815.17	-	-	-
100-15650-531700	MISCELLANEOUS EXPENSE	367.41	1,875.46	3,000.00	-	3,000.00
100-15650-531720	SIGNS	65.55	264.40	2,500.00	-	2,500.00
100-15650-531740	TIRE EXPENSE	-	556.36	1,000.00	-	1,000.00
100-15650-531750	UNIFORMS	1,319.18	454.76	2,000.00	517.25	2,000.00
100-15650-541302	NEW ADMINISTRATION BLDG.	-	-	10,000.00	-	10,000.00
100-15650-541333	BUILDING IMPROVEMENTS MUNICIPAL COURT	9,550.00	-	5,500.00	-	5,500.00
100-15650-542200	VEHICLES	-	-	-	34,452.30	-
100-15650-542300	FURNITURE & FIXTURES	431.38	-	5,000.00	-	5,000.00
100-15650-542400	COMPUTER SOFTWARE	-	3,567.00	4,000.00	3,539.33	7,000.00
100-15650-542500	EQUIPMENT	492,939.76	160,543.47	15,000.00	-	15,000.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		1,210,077.59	813,476.98	884,420.00	413,642.87	1,091,234.11

Budget Worksheet



Expense

Division: 25000 - MUNICIPAL COURT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-25000-511140	JUDGE	4,800.00	2,175.68	4,800.00	1,200.00	65,000.00
100-25000-511141	SOLICITOR	2,275.00	-	4,200.00	-	50,000.00
100-25000-511142	COURT CLERK & ASSISTANTS	77,316.59	90,458.12	91,128.00	40,742.20	132,164.00
100-25000-511300	OVERTIME	100.96	19.50	-	-	-
100-25000-512100	GRP INSRNC MEDICAL/DENTAL	37,751.38	60,408.20	68,350.00	33,984.06	109,878.77
100-25000-512110	GROUP INSURANCE LIFE	239.68	329.04	2,040.00	204.05	2,040.00
100-25000-512111	GROUP INSURANCE VISION	255.36	312.12	313.00	166.56	448.00
100-25000-512200	MEDICARE 1.45%	1,195.82	1,305.40	4,090.00	586.73	4,090.00
100-25000-512400	PENSION	13,994.40	13,365.24	15,800.00	6,212.74	15,800.00
100-25000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-25000-512700	WORKER'S COMPENSATION	4,547.54	4,400.52	6,000.00	2,153.14	6,000.00
100-25000-512851	HRA, DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-25000-521221	LEGAL - INDIGENT	3,250.00	750.00	500.00	-	5,000.00
100-25000-521225	INTERPRETER	16.15	-	100.00	-	500.00
100-25000-521226	ZSI PROBATION	484.00	-	500.00	-	5,000.00
100-25000-521301	CODIFICATION	362.16	388.81	400.00	397.01	400.00
100-25000-521310	COURT SOFTWARE	2,599.56	4,750.00	6,000.00	3,000.00	10,000.00
100-25000-521335	SHREDING	75.00	-	100.00	-	100.00
100-25000-522210	MAINTENANCE AGREEMENTS	1,359.09	342.98	1,000.00	171.49	1,000.00
100-25000-522230	EQUIPMENT REPAIRS	-	-	500.00	-	500.00
100-25000-522320	RENTAL OF EQUIP & VEHICLE	2,819.04	914.00	1,500.00	-	1,500.00
100-25000-522341	COPIER RENTAL	597.15	2,400.65	1,800.00	1,410.05	1,800.00
100-25000-523220	GEORGIA TECHNOLOGY AUTH.	55.20	54.30	150.00	26.70	150.00
100-25000-523231	CELL PHONES	103.91	374.10	-	-	375.00
100-25000-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-25000-523400	PRINTING & BINDING	0.01	44.32	150.00	-	1,000.00
100-25000-523500	TRAVEL	887.93	-	1,800.00	-	2,500.00
100-25000-523600	DUES & FEES	100.00	-	1,000.00	-	1,000.00
100-25000-523700	EDUCATION & TRAINING	550.00	536.19	1,000.00	-	2,500.00
100-25000-523860	P O SALARIES - EXTRA DUTY	5,540.00	2,520.00	5,000.00	1,260.00	10,000.00
100-25000-523902	CREDIT CARD EXPENSES	-	-	-	-	1,500.00
100-25000-523940	POSTAGE	75.00	149.75	225.00	72.14	1,000.00
100-25000-531110	COMPUTER EXPENSE	9,543.92	1,380.00	-	-	5,000.00
100-25000-531130	OFFICE SUPPLIES	1,022.62	573.78	1,000.00	168.19	1,500.00
100-25000-531140	SUPPLIES & MATERIALS	-	423.28	1,500.00	-	1,000.00

100-25000-531211	NTRL GAS,4545 MUNI COURT	1,985.25	1,627.47	1,000.00	715.05	1,000.00
100-25000-531227	GA PWR,4602 MUNICIPAL CRT	14,104.54	11,337.04	5,550.00	4,686.41	5,550.00
100-25000-531280	CABLE COURTS	-	-	-	-	-
100-25000-531700	MISCELLANEOUS EXPENSE	152.65	-	800.00	-	800.00
100-25000-531710	CHRISTMAS DECORATIONS	-	-	250.00	-	250.00
100-25000-531720	SIGNS	-	-	225.00	-	500.00
100-25000-531750	UNIFORMS	136.58	63.00	350.00	-	350.00
100-25000-542300	FURNITURE & FIXTURES	1,999.80	-	800.00	-	8,000.00
100-25000-542400	COMPUTER SOFTWARE	-	-	1,800.00	-	1,800.00
100-25000-573001	BRAIN & SPINAL INJURY	782.12	180.60	40.00	74.74	1,900.00
100-25000-573002	STATE PROBATION SYS FUND	25.00	100.00	50.00	-	800.00
100-25000-573003	FINES 10% JAIL	3,608.33	1,673.27	1,860.00	1,323.39	1,900.00
100-25000-573004	VICTIMS ASSIST. FUND	2,042.99	803.05	1,400.00	694.94	1,000.00
100-25000-573005	BOND REFUND	13,442.00	4,525.00	-	-	12,500.00
100-25000-573006	GA CRIME VICTIM'S FUND	26.00	52.00	50.00	-	550.00
100-25000-573007	CTY DRUG ABUSE TR AND EDU	599.73	1,177.16	500.00	-	6,500.00
100-25000-573008	P. O. A&B FUND	2,191.71	859.72	1,300.00	1,059.23	10,000.00
100-25000-573009	P. O. TRAINING FUND	3,045.30	1,361.10	2,000.00	1,014.99	10,000.00
100-25000-573010	INDIGENT DEFENSE FUND	4,034.09	1,675.72	2,300.00	1,292.99	10,000.00
100-25000-573011	DRIVERS ED/TRAINING FUND	501.41	217.44	225.00	149.57	7,500.00
100-25000-573020	WITNESS FEES	-	-	250.00	-	500.00
100-25000-573100	RESTITUTION	99.90	-	100.00	-	500.00
Division: 25000 - MUNICIPAL COURT Total:		220,694.87	214,028.55	246,796.00	102,766.37	525,645.77

Budget Worksheet



Expense

Division: 32100 - POLICE ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-32100-521201	PROFESSIONAL FEES	-	-	8,000.00	-	3,311,296.25
100-32100-523860	P O SALARIES - EXTRA DUTY	122,502.50	148,572.50	217,000.00	80,302.50	
100-32100-523862	P O Salaries Parks	71,880.00	83,920.00	45,000.00	50,130.00	
100-32100-523864	P O Salaries Film	5,420.00	-	5,000.00	-	
Division: 32100 - POLICE ADMINISTRATION Total:		199,802.50	232,492.50	275,000.00	130,432.50	3,311,296.25

Budget Worksheet



Expense

Division: 42200 - PUBLIC WORKS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-42200-511100	REGULAR EMPL. SALARIES	730,386.08	748,606.32	1,028,087.00	363,350.59	1,124,780.50
100-42200-511300	OVERTIME	14,808.65	5,006.37	35,000.00	833.51	35,000.00
100-42200-512100	GRP INSRNC MEDICAL/DENTAL	232,620.99	301,816.01	480,771.00	172,707.60	482,000.00
100-42200-512110	GROUP INSURANCE LIFE	2,885.87	2,734.64	8,000.00	1,706.96	8,000.00
100-42200-512111	GROUP INSURANCE VISION	1,472.06	1,448.12	1,851.00	776.22	1,900.00
100-42200-512200	MEDICARE 1.45%	10,713.32	10,770.95	15,400.00	5,195.90	15,400.00
100-42200-512400	PENSION	93,000.83	88,819.50	250,000.00	95,686.42	250,000.00
100-42200-512600	UNEMPLOYMENT INSURANCE	-	-	11,000.00	2,112.50	11,000.00
100-42200-512700	WORKER'S COMPENSATION	38,624.36	37,290.87	62,000.00	21,746.53	62,000.00
100-42200-512851	HRA, DEDUCTIBLE	2,000.00	5,536.99	34,000.00	2,728.38	34,000.00
100-42200-521201	PROFESSIONAL	-	-	10,000.00	-	110,000.00
100-42200-521230	ENGINEERING FEES	74,074.50	7,282.00	25,000.00	-	25,000.00
100-42200-522000	ROW LANDSCAPING	-	179,265.25	210,000.00	90,932.76	300,000.00
100-42200-522150	SURVEILLANCE CAMERAS	-	-	12,200.00	-	13,500.00
100-42200-522210	MAINTENANCE AGREEMENTS	342.98	342.98	6,000.00	171.49	6,000.00
100-42200-522220	MAINTENANCE & CLEANING	2,483.84	2,255.86	5,000.00	593.00	5,000.00
100-42200-522230	EQUIPMENT REPAIRS	10,315.92	16,556.09	25,000.00	7,279.96	25,000.00
100-42200-522241	LMIG S013642-PRC,3 STRTS	9,560.00	798,475.39	225,000.00	813,094.93	270,000.00
100-42200-522242	STREET/TRACK MAIN. & REP.	12,605.78	1,919.77	20,000.00	-	20,000.00
100-42200-522250	AUTO & TRUCK REPAIR	17,285.28	5,972.67	30,000.00	2,375.52	30,000.00
100-42200-522253	DAMAGE TO CITIZEN VEHICLE	263.00	670.00	2,500.00	-	2,500.00
100-42200-522320	RENTAL OF EQUIP & VEHICLE	2,648.20	3,824.85	5,000.00	373.32	5,000.00
100-42200-522341	COPIER RENTAL	-	37.34	-	-	-
100-42200-523231	CELL PHONES	1,852.36	2,382.89	-	-	-
100-42200-523245	TELECOMMUNICATIONS	13,085.28	13,140.95	13,000.00	6,702.67	14,000.00
100-42200-523310	PUBLIC NOTICES	-	14.00	-	94.00	-
100-42200-523400	PRINTING & BINDING	62.49	-	-	-	-
100-42200-523500	TRAVEL	1,285.67	(256.23)	2,500.00	-	3,500.00
100-42200-523600	DUES & FEES	4,097.10	50.00	1,000.00	316.90	1,000.00
100-42200-523700	EDUCATION & TRAINING	1,655.14	98.50	5,000.00	-	5,500.00
100-42200-523850	PERSONNEL SERVICE	76,162.30	8,869.77	-	6,604.78	-
100-42200-523851	UTILITY PROTECTION SERV.	-	-	5,000.00	-	5,000.00
100-42200-523901	BANK CHARGES	-	92.71	-	-	-
100-42200-523930	DRUG TESTING, VACCINES	1,657.31	1,164.00	3,500.00	110.00	3,500.00
100-42200-523935	DRIVERS LICENSES	-	-	1,000.00	-	1,000.00
100-42200-523960	REIMBURSEMENT/REPAIRS	-	-	2,500.00	-	2,500.00
100-42200-531110	COMPUTER EXPENSE	13,647.43	831.00	-	-	2,000.00
100-42200-531130	OFFICE SUPPLIES	447.84	598.90	1,000.00	253.55	1,000.00

100-42200-531140	SUPPLIES & MATERIALS	15,387.85	8,444.42	30,000.00	4,172.70	30,000.00
100-42200-531142	HAND TOOLS & SMALL EQUIP.	8,011.18	7,575.75	25,000.00	6,539.27	25,000.00
100-42200-531145	MOSQUITO SPRAYING	990.00	500.00	1,000.00	200.00	1,000.00
100-42200-531211	NTRL GAS,4545 MUNI COURT	6,568.83	6,450.18	-	4,033.59	8,500.00
100-42200-531222	GA POWER ELECTRICITY	27,039.28	19,334.10	18,000.00	12,924.80	20,000.00
100-42200-531233	STREET LIGHTS, OUTSIDE	400,184.57	431,133.74	425,000.00	220,077.84	435,000.00
100-42200-531270	ENERGY-GASOLINE/DIESEL	31,332.73	20,753.00	42,000.00	14,393.52	45,000.00
100-42200-531700	MISCELLANEOUS EXPENSE	1,041.22	157.72	5,000.00	-	5,000.00
100-42200-531710	CHRISTMAS DECORATIONS	12,360.50	1,213.20	15,000.00	1,780.06	15,000.00
100-42200-531720	SIGNS	14,654.80	11,300.08	30,000.00	6,850.00	35,000.00
100-42200-531740	TIRE EXPENSE	3,382.35	4,926.89	15,000.00	2,799.61	15,000.00
100-42200-531750	UNIFORMS	9,723.88	9,843.62	15,000.00	4,728.28	15,000.00
100-42200-541403	PAVING	-	-	25,000.00	-	25,000.00
100-42200-541404	SIDEWALK MAINTENANCE	-	-	-	-	150,000.00
100-42200-542200	VEHICLES	48,390.00	-	50,000.00	48,995.00	200,000.00
100-42200-542400	COMPUTER SOFTWARE	-	3,567.00	5,500.00	3,539.34	5,500.00
100-42200-542500	EQUIPMENT	101,000.00	-	50,000.00	86,463.06	50,000.00
Division: 42200 - PUBLIC WORKS Total:		2,050,111.77	2,770,818.16	3,287,809.00	2,013,244.56	3,955,080.50

Budget Worksheet



Expense

Division: 61900 - CITY EVENTS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-61900-511100	REGULAR EMPL. SALARIES	45,971.40	-	-	-	-
100-61900-512100	GRP INSRNC MEDICAL/DENTAL	8,531.68	-	-	-	-
100-61900-512110	GROUP INSURANCE LIFE	173.28	-	-	-	-
100-61900-512111	GROUP INSURANCE VISION	61.38	-	-	-	-
100-61900-512200	MEDICARE 1.45%	666.48	-	-	-	-
100-61900-512400	PENSION	5,518.08	-	-	-	-
100-61900-512600	Unemployment Insurance	-	-	-	-	-
100-61900-512700	WORKER'S COMPENSATION	1,650.41	-	-	-	-
100-61900-512851	HRA REIMBURSEMENT	-	-	-	-	-
100-61900-523231	CELL PHONES	111.12	-	-	-	-
100-61900-523300	ADVERTISING	6,068.78	3,940.00	5,000.00	-	5,000.00
100-61900-523700	Education & Training	-	110.50	-	-	-
100-61900-523933	LINEN	(18.00)	-	-	-	5,000.00
100-61900-531701	HOSPITALITY	200.00	60.34	1,500.00	-	1,500.00
100-61900-531705	HOLIDAY FEST/TREE LIGHTING	26,048.66	15,451.70	25,000.00	-	35,000.00
100-61900-531710	CHRISTMAS DECORATIONS	8,237.23	8,290.54	10,000.00	-	10,000.00
100-61900-531720	SIGNS	-	-	5,000.00	-	5,000.00
100-61900-531727	MEMORIAL DAY MARCH	2,530.04	250.00	6,000.00	2,895.00	6,000.00
100-61900-531729	SUMMER EVENTS	46,626.49	-	40,000.00	-	40,000.00
100-61900-531731	PRETTY IN PINK	8,867.25	6,966.32	10,000.00	-	10,000.00
100-61900-531732	CAREER FAIRS	871.90	-	1,500.00	1,115.76	1,500.00
100-61900-531733	9/11 CEREMONY	1,102.03	337.05	500.00	-	1,000.00
100-61900-531734	BRIDGEFEST	89,142.46	-	35,000.00	-	35,000.00
100-61900-531736	FOOD TRUCKS	11,077.05	4,225.00	20,000.00	-	20,000.00
100-61900-531737	VETERAN'S DAY PARADE	11,041.48	4,562.05	10,000.00	-	10,000.00
100-61900-531748	AMPHITHEATER EVENT	40,147.60	2,259.00	10,000.00	4,575.00	10,000.00
100-61900-531749	CENTENTIAL CELEBRATION	500.00	20,130.22	-	-	-
100-61900-531750	Uniforms	-	-	2,500.00	-	2,500.00
100-61900-531757	BACK TO SCHOOL	-	9,239.08	10,000.00	-	10,000.00
100-61900-531758	JULY 4TH EVENT	-	-	10,000.00	-	10,000.00
100-61900-531759	JUNETEENTH EVENT	-	-	12,500.00	8,428.80	12,500.00
100-61900-542200	VEHICLES	-	-	-	-	-
Division: 61900 - CITY EVENTS Total:		315,126.80	75,821.80	214,500.00	17,014.56	230,000.00

Budget Worksheet



Expense

Division: 62200 - PARKS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-62200-522151	SURVEILLANCE CAMERAS-REEVES CREEK TRAIL	-	-	5,100.00	-	5,500.00
100-62200-522152	SURVEILLANCE CAMERAS-MEMORIAL PARK	-	-	35,000.00	-	37,500.00
100-62200-522153	SURVEILLANCE CAMERAS-CLARK PARK	-	-	35,000.00	-	37,500.00
100-62200-522154	SURVEILLANCE CAMERAS-GARDNER PARK	-	-	25,000.00	-	27,500.00
100-62200-522224	FOUNTAIN MAINTENANCE	-	-	15,000.00	-	25,000.00
100-62200-522225	BRIDGE MAINTENANCE	26,440.93	7,539.00	10,000.00	4,728.00	25,000.00
100-62200-522230	EQUIPMENT REPAIRS	9,961.85	5,093.44	3,000.00	-	5,000.00
100-62200-522250	AUTO & TRUCK REPAIR	-	653.00	3,000.00	-	3,000.00
100-62200-523220	GEORGIA TECHNOLOGY AUTH.	299.52	294.66	1,000.00	144.90	1,000.00
100-62200-523240	AT&T CLUB SERVICE	5,014.84	5,696.46	4,500.00	3,465.99	4,500.00
100-62200-531110	COMPUTER EXPENSE	2,843.57	-	-	-	-
100-62200-531140	SUPPLIES & MATERIALS	8,232.11	6,546.10	20,000.00	5,973.77	25,000.00
100-62200-531142	HAND TOOLS & SMALL EQUIP.	489.56	-	3,500.00	327.97	3,500.00
100-62200-531143	SECURITY UPGRADES	-	-	25,000.00	-	25,000.00
100-62200-531222	GA POWER ELECTRICITY	107,578.33	153,659.37	23,000.00	75,622.89	25,000.00
100-62200-531270	ENERGY-GASOLINE/DIESEL	-	-	3,000.00	-	3,000.00
100-62200-541209	IMPROVEMENTS	51,772.55	-	25,000.00	-	35,000.00
100-62200-542300	FURNITURE & FIXTURES	13,915.00	-	25,000.00	-	30,000.00
100-62200-542400	COMPUTER SOFTWARE	-	3,567.00	4,500.00	3,539.33	4,500.00
100-62200-542500	EQUIPMENT	-	-	25,000.00	4,973.22	35,000.00
Division: 62200 - PARKS Total:		226,548.26	183,049.03	290,600.00	98,776.07	357,500.00

Budget Worksheet



Expense

Division: 72000 - PERMITTING DEVELOPMENT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-72000-511100	REGULAR EMPL. SALARIES	99,903.68	132,104.29	133,828.00	59,073.24	137,827.50
100-72000-512100	GRP INSRNC MEDICAL/DENTAL	23,502.46	48,997.74	55,736.00	27,584.70	61,309.30
100-72000-512110	GROUP INSURANCE LIFE	311.00	475.80	550.00	285.11	550.00
100-72000-512111	GROUP INSURANCE VISION	155.48	256.44	257.00	136.86	257.00
100-72000-512200	MEDICARE 1.45%	1,430.77	1,876.32	1,000.00	841.01	1,000.00
100-72000-512400	PENSION	9,211.56	8,797.33	10,400.00	3,909.46	10,400.00
100-72000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-72000-512700	WORKER'S COMPENSATION	1,533.37	1,466.86	2,000.00	717.46	2,000.00
100-72000-512851	HRA DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-72000-521200	PROFESSIONAL FEES	-	-	5,000.00	-	-
100-72000-521202	CONSULTING SERVICES - BSD	264,225.06	311,179.29	300,000.00	74,858.39	400,000.00
100-72000-521203	CONSULTING SERVICES - ENGINEERING	48,105.00	156,865.02	100,000.00	41,636.25	100,000.00
100-72000-521300	TECHNICAL SERVICES	-	-	1,000.00	-	1,000.00
100-72000-521310	SOFTWARE	-	-	4,000.00	-	4,000.00
100-72000-522210	MAINTENANCE AGREEMENT	2,907.00	2,000.00	3,000.00	5,748.53	6,000.00
100-72000-522250	AUTO & TRUCK REPAIR	-	-	3,000.00	-	-
100-72000-522341	COPIER RENTAL	-	6.21	1,200.00	76.31	500.00
100-72000-523231	CELL PHONES	-	748.20	-	-	3,000.00
100-72000-523245	TELECOMMUNICATIONS	-	-	3,000.00	-	3,000.00
100-72000-523300	ADVERTISEMENTS	-	-	3,000.00	-	3,000.00
100-72000-523400	PRINTING & BINDING	1,835.29	-	3,000.00	-	3,000.00
100-72000-523500	TRAVEL	806.00	1,075.00	2,500.00	-	2,500.00
100-72000-523600	DUES & FEES	-	-	1,350.00	-	1,000.00
100-72000-523700	EDUCATION & TRAINING	250.00	186.50	2,700.00	-	-
100-72000-523940	POSTAGE	-	-	3,600.00	-	3,600.00
100-72000-531100	GEN SUPPLIES & MAT	3,686.62	1,165.70	3,600.00	37.31	1,000.00
100-72000-531110	COMPUTER EXPENSE	9,353.80	5,332.50	-	-	-
100-72000-531140	SUPPLIES AND MATERIALS	338.32	176.07	-	-	-
100-72000-531211	NTRL GAS,4545 MUNI COURT	-	-	1,000.00	-	-
100-72000-531227	GA PWR,4602 MUNICIPAL CRT	-	-	5,550.00	-	-
100-72000-531270	ENERGY-GASOLINE/DIESEL	277.60	794.54	-	620.19	1,200.00
100-72000-531600	SMALL EQUIPMENT - NON CAPITAL	297.30	-	2,700.00	-	1,700.00
100-72000-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	-	-	-
100-72000-531750	UNIFORMS	2,966.00	390.00	1,350.00	230.00	700.00
100-72000-542200	VEHICLES	55,835.00	-	-	-	-
100-72000-542300	FURNITURE & FIXTURES	28,156.28	-	500.00	-	500.00
Division: 72000 - PERMITTING DEVELOPMENT Total:		555,087.59	673,893.81	659,821.00	215,754.82	754,043.80

Budget Worksheet



Expense

Division: 74100 - PLANNING & ZONING

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-74100-511100	REGULAR SALARIES	55,078.73	114,982.49	215,195.00	77,525.74	373,831.42
100-74100-511300	OVERTIME	378.00	-	-	-	-
100-74100-512100	GRP INSRNC MEDICAL/DENTAL	6,793.50	23,424.83	41,633.00	13,804.91	119,628.88
100-74100-512110	GROUP INSURANCE LIFE	114.15	402.29	1,650.00	206.58	3,300.00
100-74100-512111	GROUP INSURANCE VISION	47.61	129.72	204.00	72.24	460.00
100-74100-512200	MEDICARE 1.45%	907.66	1,650.86	1,815.00	1,104.15	3,630.00
100-74100-512400	PENSION	9,122.88	17,425.56	30,900.00	11,766.60	61,800.00
100-74100-512600	UNEMPLOYMENT INSURANCE	-	-	6,000.00	-	12,000.00
100-74100-512700	WORKER'S COMPENSATION	1,498.32	2,933.73	6,000.00	2,067.21	12,000.00
100-74100-512851	HRA DEDUCTIBLE	-	-	6,000.00	-	12,000.00
100-74100-521150	ZONING BOARD STIPEND	3,700.00	-	5,000.00	1,575.00	5,000.00
100-74100-521200	PROFESSIONAL FEES	342.19	-	100,000.00	30,000.00	5,000.00
100-74100-521300	TECHNICAL SERVICES	1,000.00	-	1,000.00	-	1,000.00
100-74100-521310	SOFTWARE	2,523.29	-	4,000.00	-	4,000.00
100-74100-522210	MAINTENANCE AGREEMENTS	1,305.43	14,952.87	8,000.00	3,054.27	8,000.00
100-74100-522250	AUTO & TRUCK REPAIR	-	-	3,000.00	-	2,000.00
100-74100-522320	RENTAL OF EQUIP & VEHICLE	-	-	1,500.00	-	-
100-74100-522341	COPIER RENTAL	723.72	361.86	-	-	500.00
100-74100-523231	CELL PHONES	72.70	1,071.52	-	-	1,000.00
100-74100-523245	TELECOMMUNICATIONS	-	-	1,000.00	-	500.00
100-74100-523300	ADVERTISEMENT	1,597.60	2,978.17	5,000.00	1,266.00	5,000.00
100-74100-523400	PRINTING & BINDING	5,935.12	2,636.08	5,000.00	-	4,000.00
100-74100-523500	TRAVEL	5,463.89	3,091.21	2,000.00	-	3,000.00
100-74100-523501	ZONING ADVISORY BOARD TRAVEL	3,911.71	-	2,000.00	-	2,000.00
100-74100-523600	DUES & FEES	718.00	714.00	1,500.00	-	2,250.00
100-74100-523700	EDUCATION & TRAINING	-	(131.69)	2,000.00	-	2,000.00
100-74100-523701	ZONING ADVISORY BD ED & TRAINING	96.00	308.97	3,000.00	760.00	1,000.00
100-74100-523851	INTERN HELP	7,293.00	762.00	-	-	-
100-74100-523940	POSTAGE	582.08	276.90	2,000.00	239.78	2,000.00
100-74100-531100	SUPPLIES & MATERIALS	8,746.83	2,880.14	6,000.00	2,018.57	6,000.00
100-74100-531110	COMPUTER EXPENSE	3,851.02	2,670.03	-	-	3,000.00
100-74100-531270	ENERGY-GASOLINE/DIESEL	-	345.61	2,500.00	-	1,000.00
100-74100-531400	BOOKS & PERIODICALS	1,707.68	-	-	-	-
100-74100-531600	SMALL EQUIPMENT - NON-CAPITAL	10,492.67	-	2,000.00	-	2,000.00
100-74100-531701	HOSPITALITY/FOOD/BEVERAGE	627.93	-	600.00	48.64	600.00
100-74100-531702	HISTORIC PRESERVATION COMMITTEE	-	-	7,000.00	-	-
100-74100-531750	UNIFORMS	4,450.44	-	600.00	136.54	800.00
100-74100-542300	FURNITURE & FIXTURES	6,293.51	-	2,000.00	-	3,000.00
Division: 74100 - PLANNING & ZONING Total:		145,375.66	193,867.15	476,097.00	145,646.23	663,300.30

Budget Worksheet



Expense

Division: 74500 - CODE ENFORCEMENT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-74500-511100	REGULAR EMPL. SALARIES	82,106.77	87,435.44	149,395.00	44,732.58	154,647.86
100-74500-511300	OVERTIME	750.17	-	-	-	-
100-74500-512100	GRP INSRNC MEDICAL/DENTAL	20,924.66	35,523.01	54,159.00	19,995.84	61,753.16
100-74500-512110	GROUP INSURANCE LIFE	270.68	328.92	825.00	196.91	825.00
100-74500-512111	GROUP INSURANCE VISION	150.14	191.04	288.00	101.94	192.00
100-74500-512200	MEDICARE 1.45%	1,185.52	1,253.44	1,875.00	641.05	1,875.00
100-74500-512400	PENSION	10,983.00	10,489.20	22,400.00	8,736.83	22,400.00
100-74500-512700	WORKER'S COMPENSATION	1,573.21	1,540.18	3,100.00	1,069.20	3,100.00
100-74500-512850	HRA REIMBURSEMENT	-	-	4,000.00	-	4,000.00
100-74500-521201	PROFESSIONAL FEES	-	-	500.00	-	500.00
100-74500-521300	TECHNICAL SERVICES	-	-	500.00	-	500.00
100-74500-521310	SOFTWARE	-	-	2,000.00	-	2,000.00
100-74500-522210	MAINTENANCE AGREEMENT	896.45	3,821.70	3,500.00	1,900.32	3,500.00
100-74500-522250	AUTO & TRUCK REPAIR	400.47	70.32	1,000.00	-	1,000.00
100-74500-523231	Cell Phones	909.85	748.20	-	-	-
100-74500-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-74500-523400	PRINTING & BINDING	60.18	-	-	-	500.00
100-74500-523500	TRAVEL	2,440.30	1,009.00	3,000.00	-	3,000.00
100-74500-523600	DUES & FEES	850.00	341.00	450.00	121.00	450.00
100-74500-523700	EDUCATION & TRAINING	1,900.00	507.00	3,000.00	-	3,000.00
100-74500-531110	COMPUTER EXPENSE	841.51	4,049.72	-	-	-
100-74500-531130	OFFICE SUPPLIES	-	117.32	-	-	-
100-74500-531140	SUPPLIES & MATERIALS	1,300.19	289.00	1,500.00	205.42	700.00
100-74500-531270	ENERGY-GASOLINE/DIESEL	2,685.99	1,151.07	-	1,043.24	3,000.00
100-74500-531600	SMALL EQUIPMENT - NON CAPITAL	-	-	800.00	-	400.00
100-74500-531700	MISCELLANEOUS EXPENSE	-	75.00	-	-	-
100-74500-531740	TIRE EXPENSE	1,276.91	-	1,000.00	-	800.00
100-74500-531750	UNIFORMS	2,410.74	610.50	1,500.00	-	1,000.00
100-74500-542200	VEHICLES	-	-	30,000.00	-	-
100-74500-542500	EQUIPMENT	-	-	3,000.00	-	1,500.00
Division: 74500 - CODE ENFORCEMENT Total:		133,916.74	149,551.06	287,792.00	78,744.33	270,643.02

Budget Worksheet



Expense

Division: 75100 - ECONOMIC DEVELOPMENT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-75100-511100	REGULAR SALARIES	80,533.94	18,789.22	82,000.00	33,173.08	77,961.72
100-75100-512100	GRP INSRNC MEDICAL/DENTAL	8,531.68	2,870.48	13,878.00	8,735.90	15,165.69
100-75100-512110	GROUP INSURANCE LIFE	295.32	72.82	550.00	118.55	550.00
100-75100-512111	GROUP INSURANCE VISION	-	-	68.00	43.88	68.00
100-75100-512200	MEDICARE 1.45%	1,167.66	288.05	1,100.00	475.64	1,100.00
100-75100-512400	PENSION	9,122.88	8,712.72	10,300.00	3,922.23	10,300.00
100-75100-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-75100-512700	WORKER'S COMPENSATION	1,533.37	1,466.86	2,000.00	717.46	2,000.00
100-75100-512851	HRA DEDUCTIBLE	-	-	1,000.00	-	1,000.00
100-75100-521200	PROFESSIONAL SERVICES	1,880.00	750.00	5,000.00	4,740.00	55,000.00
100-75100-523231	CELL PHONES	367.68	361.81	-	-	-
100-75100-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-75100-523400	PRINTING & BINDING	3,783.49	-	2,350.00	-	1,500.00
100-75100-523500	TRAVEL	5,270.58	-	2,500.00	-	2,500.00
100-75100-523600	DUES & FEES	1,180.00	-	1,705.00	100.00	1,600.00
100-75100-523700	EDUCATION & TRAINING	3,490.60	1,145.00	3,000.00	600.00	5,000.00
100-75100-523940	POSTAGE	700.00	-	700.00	-	500.00
100-75100-531110	COMPUTER EXPENSE	808.72	5,200.00	-	-	-
100-75100-531140	SUPPLIES & MATERIALS	4,235.83	190.92	1,900.00	253.84	1,000.00
100-75100-531701	HOSPITALITY/FOOD/BEVERAGE	42.00	500.00	1,545.00	-	1,000.00
100-75100-531750	UNIFORMS	86.14	170.96	-	14.00	-
100-75100-542300	FURNITURE & FIXTURES	695.96	-	-	-	-
Division: 75100 - ECONOMIC DEVELOPMENT Total:		123,725.85	40,518.84	131,596.00	52,894.58	178,245.41

Budget Worksheet



Expense

Division: 75500 - Main Street Program

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-75500-511100	REGULAR SALARIES	109,897.08	113,632.20	115,105.00	50,817.37	118,585.70
100-75500-512100	GRP INSRNC MEDICAL/DENTAL	25,264.22	51,014.58	41,131.00	27,584.70	45,244.44
100-75500-512110	GROUP INSURANCE LIFE	416.16	415.08	620.00	248.71	620.00
100-75500-512111	GROUP INSURANCE VISION	236.70	256.44	257.00	136.86	257.00
100-75500-512200	MEDICARE 1.45%	1,528.00	1,537.70	1,500.00	678.33	1,500.00
100-75500-512400	PENSION	12,222.96	11,673.36	13,800.00	5,345.75	13,800.00
100-75500-512600	UNEMPLOYMENT INSURANCE	-	-	600.00	-	600.00
100-75500-512700	WORKER'S COMPENSATION	865.25	847.14	1,155.00	416.35	1,155.00
100-75500-512851	HRA, DEDUCTIBLE	-	-	2,000.00	-	2,000.00
100-75500-521200	PROFESSIONAL FEES	3,928.75	3,279.00	5,000.00	1,332.57	5,000.00
100-75500-522341	COPIER RENTAL	-	50.65	608.00	390.85	2,000.00
100-75500-523231	CELL PHONES	109.87	748.20	-	-	-
100-75500-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-75500-523400	PRINTING & BINDING	1,470.19	551.99	2,500.00	-	2,500.00
100-75500-523500	TRAVEL	3,642.25	2,884.42	7,000.00	-	7,000.00
100-75500-523520	MAIN STREET BOARD TRAVEL	-	-	4,200.00	-	7,200.00
100-75500-523600	DUES & FEES	768.66	1,414.67	1,500.00	931.25	1,500.00
100-75500-523700	EDUCATION & TRAINING	4,113.56	836.50	5,000.00	578.00	5,000.00
100-75500-523720	MAIN STREET BOARD EDUCATION & TRAINING	-	779.00	4,200.00	650.00	4,200.00
100-75500-523851	INTERN HELP	-	-	2,000.00	-	2,000.00
100-75500-523940	POSTAGE	88.33	196.00	200.00	164.08	200.00
100-75500-523945	WEB SITE	-	-	3,000.00	-	3,000.00
100-75500-531110	COMPUTER EXPENSE	518.99	1,776.12	-	-	2,000.00
100-75500-531140	SUPPLIES & MATERIALS	5,334.00	1,911.15	4,000.00	196.00	4,000.00
100-75500-531700	PRODUCT DEV GRANT EXPENSES	-	-	-	-	5,000.00
100-75500-531701	HOSPITALITY/FOOD/BEVERAGE	5,227.18	928.83	3,000.00	419.64	5,000.00
100-75500-531707	ENTERTAINMENT	7,191.72	-	5,000.00	-	8,000.00
100-75500-531724	DOWNTOWN BEAUTIFICATION	-	-	-	-	12,000.00
100-75500-531725	PROMOTIONAL SUPPLIES	2,927.71	137.79	5,000.00	-	6,000.00
100-75500-531750	UNIFORMS	-	-	400.00	-	1,200.00
Division: 75500 - Main Street Program Total:		185,751.58	194,870.82	228,776.00	89,890.46	266,562.14

Budget Worksheet



Expense

Division: 75700 - GIS/PLANNING

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-75700-511100	REGULAR EMPLOYEE SALARIES	62,373.42	59,416.51	65,336.00	28,841.87	67,303.06
100-75700-512100	GRP INSUR MEDICAL / DENTAL	8,531.68	10,219.82	13,878.00	11,255.44	15,266.32
100-75700-512110	GROUP INSURANCE LIFE	289.10	229.44	150.00	218.85	150.00
100-75700-512111	GROUP INSURANCE VISION	61.38	67.68	68.00	58.06	68.00
100-75700-512200	MEDICARE 1.45%	904.31	860.67	900.00	417.76	900.00
100-75700-512400	PENSION	7,528.66	7,190.16	8,500.00	3,403.85	8,500.00
100-75700-512600	UNEMPLOYMENT INSURANCE	-	-	700.00	-	700.00
100-75700-512700	WORKERS' COMPENSATION	374.55	366.70	500.00	178.50	500.00
100-75700-512851	HRA DEDUCTABLE	-	2,000.00	1,000.00	-	1,000.00
100-75700-521200	PROFESSIONAL SERVICES	-	-	20,000.00	-	10,000.00
100-75700-521300	Technical Services	5,000.00	3,466.67	5,000.00	1,733.33	5,000.00
100-75700-521310	SOFTWARE	1,320.13	-	5,000.00	-	5,200.00
100-75700-522210	MAINTENANCE AGREEMENTS	5,877.16	3,848.32	3,400.00	2,853.71	3,400.00
100-75700-522341	COPIER RENTAL	402.36	1,609.44	1,700.00	938.88	1,700.00
100-75700-523231	CELL PHONES	182.81	374.10	-	-	-
100-75700-523400	PRINTING & BINDING	600.93	21.16	2,000.00	(3.99)	1,000.00
100-75700-523500	TRAVEL	-	-	1,000.00	-	1,000.00
100-75700-523600	DUES & FEES	-	-	600.00	-	600.00
100-75700-523700	EDUCATION & TRAINING	-	102.99	800.00	-	1,000.00
100-75700-531110	COMPUTER EXPENSE	7,126.52	-	-	-	-
100-75700-531140	SUPPLIES & MATERIALS	5,823.42	79.65	5,400.00	1,003.51	5,400.00
100-75700-531701	Historic Preservation Committee	108.00	-	-	-	-
100-75700-531750	UNIFORMS	-	-	150.00	-	150.00
Division: 75700 - GIS/PLANNING Total:		106,504.43	89,853.31	136,082.00	50,899.77	128,837.38

Budget Worksheet



Expense

Division: 90000 - OTHER FINANCING USES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-90000-611200	TRANSFER GF AND MMCC	330,801.22	616,108.54	330,000.00	-	369,281.42
100-90000-611276	TRANSFER GF AND CEMETERY	358.95	-	20,000.00	-	20,000.00
100-90000-611300	TRANSFER GF AND SDDA	-	-	45,000.00	-	45,000.00
100-90000-611650	TRANSFER TO/FROM URA	1,205,859.96	-	-	-	-
100-90000-612000	TRANSFER TO URA	-	1,203,848.37	1,205,271.00	983,747.75	1,205,212.88
100-90000-612015	TRANSFER GF TO CITYWIDE PROJECTS	721,657.62	-	-	-	-
100-90000-612020	TRANSFER TO/FROM PFA FUND	-	-	-	-	188,042.00
Division: 90000 - OTHER FINANCING USES Total:		2,258,677.75	1,819,956.91	1,600,271.00	983,747.75	1,827,536.30

Budget Worksheet



Fund: 275 - HOTEL/MOTEL TAX

Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
275-15100-523310	PUBLIC NOTICES	-	-	825.00	-	825.00
275-15100-523600	DUES & FEES	-	-	2,800.00	-	2,800.00
275-15100-531709	CITY REBRANDING INITIATIVE	15,896.61	500.00	500.00	-	500.00
275-15100-531710	RSVP Program for Main Street	4,985.05	-	-	-	-
275-15100-531713	PROMOTIONAL SUPPLIES - MAIN STREET	-	-	7,000.00	-	7,000.00
275-15100-531714	PROMOTIONAL SUPPLIES - ECO DELVP	-	-	3,000.00	-	3,000.00
275-15100-531717	PROMOTIONAL SUPPLIES - MERLE	-	-	5,000.00	-	5,000.00
275-15100-531718	ADVERTISEMENT - MERLE	-	-	20,000.00	-	20,000.00
275-15100-531719	ADVERTISEMENT - TED	-	-	5,000.00	-	5,000.00
275-15100-531720	CITY QUARTERLY NEWSLETTER	10,894.06	8,999.05	25,000.00	7,184.08	25,000.00
275-15100-531730	TOURISM	48,347.02	41,531.19	85,875.00	34,474.42	85,875.00
275-15100-542500	OTHER - WAYFINDING SIGNAGE	-	983.72	25,000.00	9,960.00	25,000.00
275-15100-572000	H.C. CHAMBER 2% / 3.5% 8/1/2015	206,542.52	150,228.84	195,000.00	86,137.97	195,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		286,665.26	202,242.80	375,000.00	137,756.47	375,000.00

Budget Worksheet



CAPITAL PROJECT GRANT FUND

Expense

Division: 42312 - TE

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	PROPOSED EXPENDITURES
340-42312-541402	ADMINISTRATIVE ASSIST.	890.00	-	2,000.00	-	2,000.00
340-42312-541403	LAND APPRAISAL	2,000.00	-	400.00	-	400.00
340-42312-541411	DESIGN DEVELOPMENT	-	-	10,000.00	-	10,000.00
340-42312-541415	ENGINEERING	(890.00)	18,750.00	45,000.00	-	45,000.00
340-42312-541416	CONSTRUCTION COSTS	292,802.81	283,824.22	92,600.00	-	92,600.00
340-75500-531700	PRODUCT DEV GRANT EXPENSES	12,415.92	-	-	-	-
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		307,218.73	302,574.22	150,000.00	-	150,000.00

Budget Worksheet



Fund 350 - URBAN REDEVELOPMENT AGENCY

Expense

Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
350-15100-521100	CONSULTANT FEES	-	-	-	-	-
350-15100-523901	BANK CHARGES	-	-	-	-	-
350-80000-581300	PRINCIPAL-OTHER DEBT	680,000.00	710,000.00	745,000.00	745,000.00	780,000.00
350-80000-582300	INTEREST-OTHER DEBT	525,859.96	493,848.37	460,271.00	238,747.75	443,177.76
Division: 80000 - DEBT SERVICES Total:		1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76

Budget Worksheet



Fund: 353 - CITYWIDE PROJECTS FUND

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
353-15650-541000	PROFESSIONAL FEES	-	13,974.30	8,318,286.00	8,682.90	6,889,013.00
353-15650-541100	LAND PURCHASE	171,756.60	1,765.57	-	-	
353-15650-541324	AMPHITHEATER FUND	16,456.50	6,519,395.78	12,188,966.00	3,589,645.24	100,000.00
353-15650-541326	TSW	346,837.21	205,050.23	500,000.00	76,432.65	
353-15650-541327	MONUMENT SIGN	40,630.00	-	79,820.00	-	79,820.00
353-15650-541328	CULTURAL ART CENTER	44,359.73	23,893.94	1,995,221.00	26,832.00	3,554,634.00
353-15650-541330	CITY HALL INTERIOR OFFICE	-	18,497.00	-	-	
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		620,040.04	6,782,576.82	23,082,293.00	3,701,592.79	10,623,467.00

Budget Worksheet



Fund: 355 - DOWNTOWN DEVELOPMENT AUTHORITY

Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
355-15100-521201	PROFESSIONAL FEES	500.00	-	1,500.00	732.57	1,500.00
355-15100-521220	LEGAL	-	-	11,000.00	-	11,000.00
355-15100-523110	LIABILITY INSURANCE	1,529.00	1,529.00	2,000.00	-	2,000.00
355-15100-523310	PUBLIC NOTICES	-	210.00	-	-	-
355-15100-523400	PRINTING & BINDING	-	-	3,000.00	-	3,000.00
355-15100-523500	Travel	396.00	-	2,000.00	-	2,000.00
355-15100-523600	DUES AND FEES	-	-	500.00	-	500.00
355-15100-523700	Education and Training	-	1,036.00	3,000.00	124.00	3,000.00
355-15100-531130	OFFICE SUPPLIES	-	-	-	-	2,500.00
355-15100-531140	SUPPLIES & MATERIALS	-	442.34	1,000.00	(387.34)	1,000.00
355-15100-531700	MISCELLANEOUS EXPENSE	14,542.73	12,963.77	3,000.00	225.00	500.00
355-15100-531703	HOSPITALITY	-	-	3,000.00	-	3,000.00
355-15100-541101	FACADE GRANT	-	-	15,000.00	-	15,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		16,967.73	16,181.11	45,000.00	694.23	45,000.00

Budget Worksheet



Fund 360 - PUBLIC FACILITIES AUTHORITY

Expense

Division: 80000 - DEBT SERVICES

		FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	PROPOSED EXPENDITURES
Account Number	Account Description					
360-80000-581300	PRINCIPAL-OTHER DEBT	-	-	-	-	-
360-80000-582300	INTEREST-OTHER DEBT	-	-	-	-	188,042.00
Division: 80000 - DEBT SERVICES Total:		-	-	-	-	188,042.00

Budget Worksheet



Fund: 495 - CEMETERY FUND

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
495-15650-522220	MAINTENANCE & CLEANING	358.95	-	8,000.00	273.91	8,000.00
495-15650-531600	SMALL EQUIPMENT - NON-CAPITAL	-	-	2,000.00	-	2,000.00
495-15650-541200	SITE IMPROVEMENTS	-	9,391.71	10,000.00	-	10,000.00
495-90000-611275	TRANSFER FROM G/F	(358.95)	(9,391.71)	-	-	-
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		-	-	20,000.00	273.91	20,000.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Expense

Division: 43300 - SEWER

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
505-43300-511100	REGULAR EMPL. SALARIES	483,686.69	552,561.14	550,000.00	246,166.97	576,821.60
505-43300-511300	OVERTIME	34,068.79	16,695.50	45,000.00	13,121.17	55,000.00
505-43300-512100	GRP INSRNC MEDICAL/DENTAL	178,551.83	255,476.38	135,000.00	139,342.50	250,000.00
505-43300-512110	GROUP INSURANCE LIFE	1,842.68	1,887.96	3,100.00	1,138.76	3,100.00
505-43300-512111	GROUP INSURANCE VISION	1,143.48	1,267.20	2,100.00	649.48	1,262.00
505-43300-512200	MEDICARE 1.45%	7,399.23	7,629.29	8,000.00	3,636.47	8,000.00
505-43300-512401	RETIREMENT CONTRIBUTIONS	171,508.55	27,088.14	72,500.00	27,778.41	72,500.00
505-43300-512600	UNEMPLOYMENT INSURANCE	-	-	5,000.00	-	5,000.00
505-43300-512700	WORKER'S COMPENSATION	28,675.99	25,669.89	35,000.00	12,572.64	35,000.00
505-43300-512850	HRA REIMBURSEMENT	4,104.28	-	9,200.00	1,902.32	9,200.00
505-43300-521201	PROFESSIONAL	6,855.00	2,996.25	15,000.00	3,000.00	15,000.00
505-43300-521222	IT Services for Sewer	8,024.16	11,248.16	8,500.00	-	8,500.00
505-43300-521230	ENGINEERING FEES	18,620.00	63,453.70	30,000.00	39,703.75	38,178.40
505-43300-521341	TESTING - ANALYTICAL COST	4,136.50	5,312.50	10,000.00	4,515.05	15,000.00
505-43300-522150	SURVEILLANCE CAMERAS	-	-	53,155.42	-	25,000.00
505-43300-522200	REPAIRS & MAINTENANCE	1,335.00	1,086.30	10,500.00	11,084.01	15,000.00
505-43300-522210	MAINTENANCE AGREEMENTS	1,491.14	1,603.82	25,000.00	3,853.85	50,000.00
505-43300-522211	DISPOSAL	-	-	1,000.00	-	1,000.00
505-43300-522220	MAINTENANCE & CLEANING	7.14	319.00	4,000.00	112.50	4,000.00
505-43300-522229	EQUIPMENT REPAIRS - PLANT	7,168.35	10,231.87	25,000.00	13,503.14	30,000.00
505-43300-522231	EQPMNT REPAIR PUMP STATIO	49,335.53	65,489.00	100,000.00	21,989.12	100,000.00
505-43300-522232	REPAIR, WWTP PLANT	44,461.18	44,432.66	50,000.00	4,238.64	50,000.00
505-43300-522233	PUMP STATION REPAIR(BLDG)	-	-	2,500.00	2,862.95	2,500.00
505-43300-522234	PUMP STATION ROADS REPAIR	395.79	-	2,500.00	-	2,500.00
505-43300-522235	VACCUM CLEAN SEWER LINES	20,589.30	17,390.20	30,000.00	6,297.50	35,000.00
505-43300-522240	STREET REPAIRS/MAINTENANC	809.56	-	15,000.00	-	15,000.00
505-43300-522250	AUTO & TRUCK REPAIR	14,120.57	7,052.38	15,000.00	4,271.82	15,000.00
505-43300-522255	DAMAGE TO PROPERTY	325.00	225.00	5,000.00	-	5,000.00
505-43300-522320	RENTAL OF EQUIP & VEHICLE	1,058.36	-	2,500.00	156.13	3,500.00
505-43300-523231	CELL PHONES	2,408.68	3,741.00	6,000.00	-	6,000.00
505-43300-523240	AT&T CLUB SERVICE	16,392.21	13,664.92	17,500.00	9,633.52	17,500.00
505-43300-523245	CBeyond COMMUNICATIONS	6,258.80	6,284.82	6,800.00	3,207.07	6,800.00
505-43300-523310	PUBLIC NOTICES	334.80	301.00	2,500.00	114.00	2,500.00
505-43300-523400	PRINTING & BINDING	4,698.64	4,264.65	7,500.00	2,053.47	7,500.00
505-43300-523500	TRAVEL	5,129.03	3,402.13	5,500.00	453.00	5,500.00
505-43300-523600	DUES & FEES	1,589.80	1,378.00	3,500.00	833.80	3,500.00

505-43300-523700	EDUCATION & TRAINING	5,342.94	1,111.50	8,000.00	1,327.00	8,000.00
505-43300-523849	CONTRACT LABOR	-	-	7,500.00	-	7,500.00
505-43300-523902	MERCHANT FEES CREDIT CARD	11,362.07	10,891.76	13,500.00	8,073.14	13,500.00
505-43300-523905	COLL. FEE HENRY COUNTY	9,029.20	8,279.49	10,000.00	3,059.62	10,000.00
505-43300-523930	DRUG TESTING, VACCINES	788.22	65.00	1,500.00	-	1,500.00
505-43300-523940	POSTAGE	6,912.60	6,901.50	8,000.00	3,538.48	8,000.00
505-43300-523990	LANDFILL FEES	20,333.82	26,337.26	30,000.00	15,825.83	35,000.00
505-43300-531110	COMPUTER EXPENSE	5,293.10	9,490.64	7,500.00	4,227.17	7,500.00
505-43300-531130	OFFICE SUPPLIES	1,867.06	1,664.50	2,500.00	377.47	2,500.00
505-43300-531140	SUPPLIES & MATERIALS	9,743.87	14,960.51	25,000.00	7,716.54	35,000.00
505-43300-531142	HAND TOOLS & SMALL EQUIP.	3,911.27	7,046.31	15,000.00	1,071.73	20,000.00
505-43300-531214	ENERGY - NATURAL GAS	1,080.78	854.36	2,000.00	795.99	2,000.00
505-43300-531221	SNAPPING SHOALS EMC	5,101.96	4,120.07	6,000.00	1,605.09	6,000.00
505-43300-531223	GA POWER LIFT STATIONS	38,156.89	38,861.34	45,000.00	20,284.45	47,500.00
505-43300-531229	GA POWER - WWTP	154,908.54	156,508.80	155,000.00	78,919.24	165,000.00
505-43300-531270	ENERGY-GASOLINE/DIESEL	16,857.55	11,663.43	25,000.00	9,509.52	25,000.00
505-43300-531510	PUMP STATION WATER PURCHASES	-	212.24	-	23.21	-
505-43300-531700	MISC EXPENSE	568.23	5,483.36	5,000.00	82.62	5,000.00
505-43300-531703	LAB SUPPLIES/OTHER	9,389.33	9,367.56	15,000.00	6,110.67	15,000.00
505-43300-531706	CHEMICALS	46,108.31	48,332.60	55,000.00	17,171.70	60,000.00
505-43300-531720	SIGNS	532.50	145.00	2,000.00	-	2,000.00
505-43300-531740	TIRE EXPENSE	2,871.25	6,358.91	8,500.00	1,526.29	8,500.00
505-43300-531750	UNIFORMS	5,151.73	2,940.23	7,500.00	2,201.96	7,500.00
505-43300-541460	S2180931 WTR LN ECON STIM	-	-	-	-	-
505-43300-541462	S2180730 WWTP FCLTY IMP	-	188,895.26	327,800.00	140,983.14	35,000.00
505-43300-542200	VEHICLES	-	-	-	34,996.98	-
505-43300-542400	COMPUTER SOFTWARE	3,890.00	3,567.00	8,000.00	3,539.33	8,000.00
505-43300-542500	EQUIPMENT	2,712.06	-	75,000.00	19,120.92	75,000.00
505-43300-542517	WATERSHED MONITORING I&II	21,914.60	16,921.40	25,000.00	832.20	28,500.00
505-43300-573105	CONSENT ORDER - FINE	-	-	3,000.00	-	3,000.00
505-43300-573110	BAD DEBT EXP. W/S	2,867.44	16,603.88	30,000.00	(382.98)	30,000.00
Division: 43300 - SEWER Total:		1,513,221.38	1,749,736.77	2,242,155.42	960,729.35	2,166,862.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Expense

Division: 44200 - WATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
505-44200-511100	REGULAR EMPL. SALARIES	311,362.80	373,050.17	390,000.00	165,241.31	377,939.22
505-44200-511300	OVERTIME	22,912.90	14,998.42	30,000.00	8,525.22	35,000.00
505-44200-512100	GRP INSRNC MEDICAL/DENTAL	110,752.55	189,065.34	105,000.00	106,685.32	190,000.00
505-44200-512110	GROUP INSURANCE LIFE	1,103.45	1,325.64	2,000.00	790.62	2,000.00
505-44200-512111	GROUP INSURANCE VISION	791.55	981.92	1,200.00	524.30	889.00
505-44200-512200	MEDICARE 1.45%	4,734.46	5,421.04	5,000.00	2,416.62	5,000.00
505-44200-512401	RETIREMENT CONTRIBUTIONS	(79,064.61)	3,825.93	50,000.00	19,048.47	50,000.00
505-44200-512600	UNEMPLOYMENT INSURANCE	-	-	5,000.00	-	5,000.00
505-44200-512700	WORKER'S COMPENSATION	14,860.44	14,668.52	20,000.00	7,191.18	20,000.00
505-44200-512850	HRA REIMBURSEMENT	-	736.72	7,000.00	-	7,000.00
505-44200-521201	PROFESSIONAL	-	(8,238.29)	2,000.00	12,540.41	2,000.00
505-44200-521222	IT Services for Water	13,183.26	16,064.46	15,000.00	-	15,000.00
505-44200-521230	ENGINEERING FEES	23,951.25	41,569.75	15,000.00	20,742.25	35,000.00
505-44200-521305	WATER TEST	7,610.00	7,610.00	12,000.00	3,805.00	12,000.00
505-44200-522210	MAINTENANCE AGREEMENTS	109,628.57	100,702.34	115,000.00	88,074.34	135,000.00
505-44200-522220	MAINTENANCE & CLEANING	2,419.65	954.00	10,000.00	3,091.66	10,000.00
505-44200-522231	EQPMNT REPAIR PUMP STATIO	20,533.84	17,693.18	20,000.00	9,757.75	20,000.00
505-44200-522232	REPAIR, WWTP PLANT	-	-	-	-	-
505-44200-522240	STREET REPAIRS/MAINTENANC	3,735.06	7,143.00	15,500.00	8,523.90	15,500.00
505-44200-522250	AUTO & TRUCK REPAIR	3,673.58	1,282.03	8,500.00	1,546.67	8,500.00
505-44200-522255	DAMAGE TO PROPERTY	2,850.13	458.00	1,500.00	-	1,500.00
505-44200-522320	RENTAL OF EQUIP & VEHICLE	989.64	-	5,000.00	87.13	5,000.00
505-44200-523110	LIABILITY INSURANCE	56,714.32	61,464.72	70,000.00	33,653.20	70,000.00
505-44200-523231	CELL PHONES	3,008.01	3,344.01	3,500.00	-	3,500.00
505-44200-523245	CBEYOND COMMUNICATIONS	6,258.76	6,284.83	8,000.00	3,207.06	8,000.00
505-44200-523250	USA MOBILITY 770 201 0149	-	2,944.21	2,500.00	1,884.89	2,500.00
505-44200-523310	PUBLIC NOTICES	873.60	1,393.00	2,000.00	14.00	2,000.00
505-44200-523400	PRINTING & BINDING	4,972.11	4,264.70	7,500.00	2,053.46	7,500.00
505-44200-523500	TRAVEL	3,090.90	1,575.64	5,500.00	851.00	5,500.00
505-44200-523600	DUES & FEES	597.40	618.00	3,500.00	314.40	3,500.00
505-44200-523700	EDUCATION & TRAINING	3,100.00	370.00	7,500.00	500.00	7,500.00
505-44200-523840	COLLECTION AGENCY SRVICS	141.96	128.02	1,000.00	162.68	1,000.00
505-44200-523849	CONTRACT LABOR	-	-	1,500.00	-	1,500.00
505-44200-523902	MERCHANT FEES CREDIT CARD	11,325.34	10,891.80	13,500.00	5,571.52	13,500.00
505-44200-523930	DRUG TESTING, VACCINES	507.63	170.33	1,000.00	110.00	1,000.00
505-44200-523940	POSTAGE	7,010.20	6,880.19	8,500.00	3,522.85	8,500.00
505-44200-531110	COMPUTER EXPENSE	6,145.94	1,037.73	10,000.00	303.19	10,000.00
505-44200-531130	OFFICE SUPPLIES	1,961.31	1,543.01	3,000.00	745.11	3,000.00
505-44200-531140	SUPPLIES & MATERIALS	(12,579.60)	31,238.43	75,000.00	9,833.16	125,000.00

505-44200-531142	HAND TOOLS & SMALL EQUIP.	16,646.46	8,308.01	55,000.00	11,371.30	55,000.00
505-44200-531221	SNAPPING SHOALS EMC	32,362.50	31,270.36	35,000.00	14,777.05	35,000.00
505-44200-531229	GA POWER - WTP	1,695.37	1,773.04	3,500.00	1,297.61	5,500.00
505-44200-531270	ENERGY-GASOLINE/DIESEL	13,282.81	10,833.14	20,000.00	7,044.17	20,000.00
505-44200-531510	INV PCH FOR RSALE-WATER	694,939.88	703,775.69	650,000.00	362,441.57	710,000.00
505-44200-531703	LAB SUPPLIES/OTHER	2,046.14	2,095.03	5,000.00	729.21	7,500.00
505-44200-531706	CHEMICALS	3,836.00	6,235.85	12,500.00	2,351.50	12,500.00
505-44200-531740	TIRE EXPENSE	1,230.24	3,202.19	3,500.00	500.76	3,500.00
505-44200-531750	UNIFORMS	6,585.09	2,945.93	7,000.00	2,395.00	7,000.00
505-44200-542200	VEHICLES	-	-	35,000.00	69,673.84	-
505-44200-542401	COMPUTERS	-	3,567.00	7,000.00	3,539.33	7,000.00
505-44200-542500	EQUIPMENT	-	-	50,000.00	-	50,000.00
505-44200-561000	DEPRECIATION	790,342.90	796,068.04	100,000.00	-	100,000.00
Division: 44200 - WATER Total:		2,232,123.79	2,493,535.07	2,041,700.00	997,440.01	2,238,828.22

DIVISION 90000 - OTHER FINANCING USES

505-90000-611901	TRANSFER TO GENERAL FUND	-	-	60,000.00	-	61,259.80
TOTAL OTHER FINANCING USES		-	-	60,000.00	-	61,259.80

WATER Total: **2,300,088.02**

Budget Worksheet



Water & Sewer

Expense

Division: 80000 - DEBT SERVICES

		FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
Account Number	Account Description					
505-80000-581300	PRINCIPAL-OTHER DEBT	-	-	94,405.67	-	96,323.42
505-80000-582300	INTEREST-OTHER DEBT	38,977.22	18,372.68	34,094.33	17,230.14	30,916.78
Division: 80000 - DEBT SERVICES Total:		38,977.22	18,372.68	128,500.00	17,230.14	127,240.20

Budget Worksheet



Where Community Connects

Fund: 510 - STORMWATER

Expense

Division: 42500 - STORMWATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
510-42500-511100	REGULAR EMPL. SALARIES	235,762.50	249,361.40	346,093.00	112,047.59	354,784.20
510-42500-511300	OVERTIME	2,069.84	484.05	5,000.00	207.10	5,000.00
510-42500-512100	GRP INSRNC MEDICAL/DENTAL	58,656.52	75,556.37	112,578.00	42,537.12	100,215.80
510-42500-512110	GROUP INSURANCE LIFE	921.34	901.56	2,134.00	539.84	2,200.00
510-42500-512111	GROUP INSURANCE VISION	535.37	434.16	1,236.00	231.60	1,200.00
510-42500-512200	MEDICARE 1.45%	3,452.96	3,466.45	7,000.00	1,595.44	7,000.00
510-42500-512400	PENSION	43,212.49	11,576.19	65,000.00	24,995.03	65,000.00
510-42500-512600	UNEMPLOYMENT INSURANCE	-	-	9,500.00	-	9,500.00
510-42500-512700	WORKER'S COMPENSATION	18,717.53	18,335.63	27,000.00	9,617.34	27,000.00
510-42500-512850	HRA REIMBURSEMENT	-	-	11,000.00	-	11,000.00
510-42500-521201	PROFESSIONAL FEES	-	-	2,500.00	-	2,500.00
510-42500-521222	IT Services for Stormwater	9,612.75	10,713.08	7,000.00	-	7,000.00
510-42500-521230	ENGINEERING FEES	30,034.75	20,620.00	100,000.00	12,374.50	100,000.00
510-42500-522210	MAINTENANCE AGREEMENTS	171.48	57.16	7,000.00	57.16	7,000.00
510-42500-522220	STREET SWEEPING	-	-	25,000.00	-	25,000.00
510-42500-522230	EQUIPMENT REPAIRS	41.99	293.72	5,000.00	21.98	5,500.00
510-42500-522240	STREET REPAIRS/MAINTENANC	184.34	1,650.00	30,000.00	-	30,000.00
510-42500-522250	AUTO & TRUCK REPAIR	8,173.38	10,835.22	10,000.00	4,603.48	10,000.00
510-42500-523110	LIABILITY INSURANCE	2,015.29	2,180.57	2,500.00	1,201.89	2,500.00
510-42500-523231	CELL PHONES	596.92	2,261.92	2,000.00	-	2,000.00
510-42500-523304	PERMITS/ANNUAL REPORT	2,185.00	4,735.00	20,000.00	-	20,000.00
510-42500-523310	PUBLIC NOTICES	-	14.00	3,500.00	14.00	3,500.00
510-42500-523400	PRINTING & BINDING	49.00	-	5,000.00	-	5,000.00
510-42500-523500	TRAVEL	282.00	-	3,000.00	-	3,000.00
510-42500-523600	DUES & FEES	216.80	169.00	1,000.00	118.80	1,000.00
510-42500-523700	EDUCATION & TRAINING	1,409.00	327.00	5,000.00	-	5,000.00
510-42500-523852	NOI IMPLEMENTATION	-	-	7,500.00	-	7,500.00
510-42500-523901	BANK CHARGES	-	-	500.00	-	500.00
510-42500-523902	CREDIT CARD EXPENSES	3,388.09	5,116.95	3,500.00	1,268.00	3,500.00
510-42500-523930	DRUG TESTING, VACCINES	227.86	138.33	500.00	-	500.00
510-42500-523990	LANDFILL FEES	6,076.82	3,856.52	7,000.00	3,137.30	7,000.00
510-42500-531110	COMPUTER EXPENSE	5,500.03	-	5,500.00	-	5,500.00
510-42500-531130	OFFICE SUPPLIES	266.13	392.19	1,000.00	437.69	1,000.00
510-42500-531140	SUPPLIES & MATERIALS	2,293.31	3,823.68	4,000.00	946.55	8,500.00
510-42500-531142	HAND TOOLS & SMALL EQUIP.	1,179.30	315.07	5,000.00	69.30	5,500.00
510-42500-531270	ENERGY-GASOLINE/DIESEL	12,220.78	5,543.47	15,000.00	6,127.65	15,000.00
510-42500-531700	MISCELLANEOUS EXPENSE	464.60	91.98	2,500.00	133.05	2,500.00
510-42500-531740	TIRE EXPENSE	57.04	630.45	5,000.00	428.33	5,000.00
510-42500-531750	UNIFORMS	3,171.43	1,923.15	5,000.00	1,688.40	5,000.00

510-42500-541476	EASEMENTS			25,000.00		25,000.00
510-42500-542200	VEHICLES			35,000.00		55,000.00
510-42500-542400	COMPUTER SOFTWARE		3,567.00	7,500.00	3,539.33	10,000.00
510-42500-542500	EQUIPMENT			10,000.00		300,000.00
510-42500-542515	STORMWATER REPAIR	(38,830.00)	50,350.00	200,000.00	32,150.00	255,000.00
510-42500-542518	WATERSHED ASSES. PHASE II			5,600.00		5,600.00
510-42500-561000	DEPRECIATION	64,437.86	68,585.91	65,000.00		65,000.00
510-90000-611402	TRANSFER TO SEWER			60,000.00		
Division: 42500 - STORMWATER Total:		478,754.50	558,307.18	1,285,141.00	260,088.47	1,594,500.00

DIVISION 90000 - OTHER FINANCING USES

510-90000-611402	TRANSFER TO GENERAL FUND			60,000.00		60,000.00
TOTAL OTHER FINANCING USES				60,000.00		60,000.00

STORMWATER Total:

1,654,500.00

Budget Worksheet



Fund: 540 - SANITATION SOLID WASTE COLLECTION

Expense

Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
540-42500-523902	MERCHANT FEES CREDIT CARD	3,944.59	7,887.45	-	1,230.11	2,516.70
540-45200-511100	REGULAR EMPL. SALARIES	38,248.81	40,784.92	41,229.34	18,131.66	42,483.30
540-45200-511300	OVERTIME	-	-	5,000.00	-	5,000.00
540-45200-512100	GRP INSRNC MEDICAL/DENTAL	26,844.72	36,764.85	41,858.17	20,699.46	46,043.98
540-45200-512110	GROUP INSURANCE LIFE	156.00	153.96	2,000.00	94.43	2,000.00
540-45200-512111	GROUP INSURANCE VISION	175.32	188.76	189.00	100.74	189.00
540-45200-512200	MEDICARE 1.45%	548.01	559.11	1,300.00	247.80	1,300.00
540-45200-512401	RETIREMENT CONTRIBUTIONS	12,472.23	3,341.47	13,000.00	5,073.86	13,000.00
540-45200-512700	WORKER'S COMPENSATION	1,385.91	1,613.57	2,200.00	791.72	2,200.00
540-45200-512850	HRA REIMBURSEMENT	-	-	2,000.00	-	2,000.00
540-45200-521222	IT TOTAL TECH	-	-	3,000.00	-	3,000.00
540-45200-521230	ENGINEERING FEES	-	2,700.00	5,000.00	2,620.50	5,000.00
540-45200-522210	MAINTENANCE AGREEMENTS	-	-	1,000.00	-	1,000.00
540-45200-522230	EQUIPMENT REPAIRS	-	195.22	57,723.49	-	60,000.00
540-45200-522246	KUBOTA SANI VEHICLES	-	-	5,000.00	-	5,000.00
540-45200-522250	AUTO & TRUCK REPAIR	108.98	1,392.44	5,000.00	371.40	5,000.00
540-45200-522252	DAMAGE TO CITIZEN ITEMS	-	-	1,000.00	-	1,000.00
540-45200-523231	CELL PHONES	-	1,024.98	-	-	-
540-45200-523310	PUBLIC NOTICES	2,185.00	-	5,000.00	-	5,000.00
540-45200-523400	PRINTING & BINDING	-	265.45	3,000.00	-	3,000.00
540-45200-523700	EDUCATION & TRAINING	-	-	1,500.00	-	1,500.00
540-45200-523902	MERCHANT FEES CREDIT CARD	1,917.27	-	1,000.00	-	1,000.00
540-45200-523906	H. C. COLL. FEE	-	-	10,000.00	-	10,000.00
540-45200-523930	DRUG TESTING, VACCINES	-	-	500.00	-	500.00
540-45200-523940	POSTAGE	-	-	12,500.00	-	12,500.00
540-45200-523990	LANDFILL FEES	363,650.80	444,769.87	450,000.00	235,141.13	520,000.00
540-45200-523991	Sanitation Collections Outsourcing	957,005.60	981,062.20	1,110,000.00	502,667.37	1,300,000.00
540-45200-524000	SWMP COST JT. HC AND CITY	17,184.13	24,612.51	2,000.00	669.36	2,000.00
540-45200-531110	COMPUTER EXPENSE	2,843.57	1,748.84	7,500.00	-	7,500.00
540-45200-531130	OFFICE SUPPLIES	-	14.71	500.00	-	500.00
540-45200-531140	SUPPLIES & MATERIALS	-	-	3,000.00	-	3,000.00
540-45200-531270	ENERGY-GASOLINE/DIESEL	2,083.34	992.40	5,000.00	557.86	5,000.00
540-45200-531704	OTHER SUPPLIES	-	-	1,000.00	-	1,000.00
540-45200-531740	TIRE EXPENSE	-	-	3,000.00	-	3,000.00
540-45200-531750	UNIFORMS	-	-	2,000.00	-	2,000.00
540-45200-542400	COMPUTER SOFTWARE	-	3,567.00	4,000.00	3,539.33	4,000.00
540-45200-561000	DEPRECIATION	33,978.45	15,052.62	34,000.00	-	34,000.00
540-45200-573012	SANITATION FEE REFUND	432.00	208.08	-	-	-
Division: 45200 - SANITATION SOLID WASTE COLLECTION Total:		1,465,164.73	1,568,900.41	1,842,000.00	791,936.73	2,112,232.98

Budget Worksheet



Where Community Connects

Fund: 555 - MERLE MANDERS CONFERENCE CENTER

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
555-15650-511100	REGULAR EMPL. SALARIES	186,428.10	237,223.72	277,534.00	106,151.15	284,732.91
555-15650-511300	OVERTIME	3,694.94	122.50	2,000.00	-	2,000.00
555-15650-512100	GRP INSRNC MEDICAL/DENTAL	93,080.90	148,077.15	168,647.00	83,149.74	185,511.27
555-15650-512110	GROUP INSURANCE LIFE	688.76	876.84	3,420.00	525.07	3,420.00
555-15650-512111	GROUP INSURANCE VISION	625.87	750.48	757.00	403.50	757.00
555-15650-512200	MEDICARE 1.45%	2,572.11	3,276.28	4,560.00	1,464.99	4,560.00
555-15650-512401	RETIREMENT CONTRIBUTIONS	19,150.80	44,982.13	30,500.00	11,069.38	30,500.00
555-15650-512600	UNEMPLOYMENT INSURANCE	-	-	8,400.00	-	8,400.00
555-15650-512700	WORKER'S COMPENSATION	2,836.90	5,808.74	7,920.00	2,843.02	7,920.00
555-15650-512850	HRA REIMBURSEMENT	-	-	6,000.00	-	6,000.00
555-15650-521201	PROFESSIONAL FEES	-	-	500.00	-	-
555-15650-521222	IT Services for MMCC	6,479.41	6,431.94	3,000.00	-	-
555-15650-521340	WEB-SITE	613.99	645.00	1,000.00	600.00	1,000.00
555-15650-522200	REPAIRS & MAINTENANCE	9,466.23	705.77	25,000.00	-	25,000.00
555-15650-522210	MAINTENANCE AGREEMENTS	797.30	457.30	3,500.00	228.65	3,500.00
555-15650-522213	CLEANING	-	-	22,000.00	-	22,000.00
555-15650-522220	MAINTENANCE & CLEANING	-	1,093.00	-	-	-
555-15650-522230	EQUIPMENT REPAIRS	3,052.00	-	5,000.00	1,274.90	3,000.00
555-15650-522251	AUTO EXPENSE	-	-	-	3,791.48	3,000.00
555-15650-522320	RENTAL OF EQUIP & VEHICLE	9,962.81	9,584.00	600.00	2,945.00	3,000.00
555-15650-522341	COPIER RENTAL	552.18	2,208.72	2,000.00	1,288.42	2,000.00
555-15650-523231	CELL PHONES	341.33	1,870.50	-	-	-
555-15650-523245	CBEYOND COMMUNICATIONS	10,753.00	10,802.31	7,000.00	5,407.17	7,000.00
555-15650-523400	PRINTING & BINDING	3,049.55	747.29	500.00	(307.42)	500.00
555-15650-523500	TRAVEL	-	2,529.47	4,000.00	-	3,000.00
555-15650-523600	DUES & FEES	715.01	566.56	700.00	487.01	700.00
555-15650-523700	EDUCATION & TRAINING	1,216.71	2,410.00	5,000.00	-	3,500.00
555-15650-523850	Personnel Services	48,624.09	15,835.76	35,000.00	-	35,000.00
555-15650-523851	CLIENT EVENT ATTENDANT	8,268.47	1,914.26	-	-	-
555-15650-523902	MERCHANT FEES CREDIT CARD	1,779.42	739.52	2,550.00	120.00	2,550.00
555-15650-523933	LINEN	3,783.19	11.00	6,000.00	94.50	6,000.00
555-15650-523940	POSTAGE	-	-	500.00	-	250.00
555-15650-531110	COMPUTER EXPENSE	3,212.88	5,018.22	-	-	-
555-15650-531130	OFFICE SUPPLIES	2,568.47	889.53	2,500.00	100.62	2,500.00
555-15650-531140	SUPPLIES & MATERIALS	2,498.74	376.21	4,000.00	-	4,000.00
555-15650-531142	HAND TOOLS & SMALL EQUIP.	272.15	892.06	1,000.00	-	1,000.00
555-15650-531213	NATURAL GAS	3,755.68	3,634.80	2,500.00	2,275.90	2,500.00
555-15650-531232	GEORGIA POWER	26,735.32	20,127.25	25,000.00	10,015.12	25,000.00
555-15650-531271	FUEL	1,851.76	304.53	500.00	543.55	600.00
555-15650-531400	BOOKS & PERIODICALS	-	-	500.00	-	-

555-15650-531708	FOOD AND BEVERAGE	350.00	-	2,500.00	-	2,500.00
555-15650-531710	CHRISTMAS DECORATIONS	-	137.65	5,000.00	-	5,000.00
555-15650-531720	SIGNS	-	-	1,500.00	-	-
555-15650-531740	TIRE EXPENSE	374.28	-	-	-	1,000.00
555-15650-531750	UNIFORMS	1,148.46	603.34	-	556.44	1,000.00
555-15650-541200	SITE IMPROVEMENTS	1,342.56	900.00	50,000.00	-	100,000.00
555-15650-542200	VEHICLES	-	-	34,996.98	-	-
555-15650-542300	FURNITURE & FIXTURES	324.54	-	-	-	3,500.00
555-15650-542400	Computer Software	-	5,355.00	4,191.02	1,875.00	4,000.00
555-15650-542500	EQUIPMENT	22,020.18	17,580.00	2,240.00	2,240.00	2,250.00
555-15650-561000	DEPRECIATION	87,752.36	91,963.24	40,000.00	-	40,000.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		572,740.45	647,452.07	810,016.00	239,143.19	849,651.18

Budget Worksheet



Fund: 565 - AMPHITHEATER COMPLEX

Expense

Division: 61800 - AMPHITHEATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
565-61800-521100	CONSULTANT FEES	-	-	-	-	-
565-61800-521201	PROFESSIONAL FEES	-	-	-	-	-
565-61800-521300	TECHNICAL SERVICES	-	-	-	-	-
565-61800-522210	MAINTENANCE AGREEMENTS	-	-	-	-	-
565-61800-522219	LANDSCAPING	-	-	-	-	70,000.00
565-61800-522220	MAINTENANCE & CLEANING	-	-	-	-	-
565-61800-522230	EQUIPMENT REPAIRS	-	-	-	-	-
565-61800-523240	AT&T CLUB SERVICES	-	-	-	-	-
565-61800-523850	PERSONNEL SERVICES	-	-	-	-	-
565-61800-531140	SUPPLIES & MATERIALS	-	-	-	-	-
565-61800-531143	SECURITY UPGRADES	-	-	-	-	-
565-61800-531222	GA POWER ELECTRICITY	-	-	-	-	-
565-61800-531233	STREET LIGHTS OUTSIDE	-	-	-	-	-
565-61800-531770	ENERGY-GASOLINE/DIESEL	-	-	-	-	-
565-61800-541300	BUILDING IMPROVEMENTS	-	-	-	-	-
565-61800-541416	CONSTRUCTION COSTS	-	5,762,814.75	250,000.00	-	180,000.00
565-61800-542300	FURNITURE & FIXTURES	-	-	-	-	-
565-61800-542500	EQUIPMENT	-	-	-	-	-
Division: 61800 - AMPHITHEATER Total:		-	5,762,814.75	250,000.00	-	250,000.00

Capital Improvement Plan

Stockbridge

Where Community Connects



The City of Stockbridge

CIP EXPENDITURES SUMMARY BY PROJECT

FUND - 353

	Estimated Project Cost	Amount Anticipated To Be Used In	Balance To Be Carried Over To						Projected Five Year	
	FY2021	FY2021		FY2022	FY2023	FY2024	FY2025	FY2026	Total	Funding Source
Projects:										
										Fund Balance/SPLOST
Amphitheater	\$ 23,085,254	\$ 22,985,254	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	IV/Bonds
Monument Sign	\$ 152,000	\$ -	\$ 79,820	\$ 79,820	\$ -	\$ -	\$ -	\$ -	\$ 79,820	Fund Balance
Cultural Art Center	\$ 18,000,000	\$ 226,832	\$ 17,773,168	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 17,773,168	Bonds
Multi-Purpose Facility/Senior and Youth	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000	Bonds
Public Works Facility	\$ 3,045,268	\$ 3,045,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	SPLOST IV
Alleyway Project	\$ 350,000	\$ -	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	Fund Balance/SPLOST V
Ted Strickland Community Center Renovation	\$ 444,000	\$ -	\$ 444,000	\$ 444,000	\$ -	\$ -	\$ -	\$ -	\$ 444,000	Fund Balance
Splash Pad Park	\$ 500,000	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	SPLOST IV/Bonds
Reeves Creek Trail Improvement	\$ 1,421,987	\$ 1,421,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Master Trail Project	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000	
Wayfinding Project	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 333,333	\$ 333,333	\$ 333,333	\$ -	\$ -	\$ 1,000,000	
Sidewalks and Streetscape Improvement	\$ 3,655,725	\$ -	\$ 1,000,000	\$ 333,333	\$ 333,333	\$ 333,333	\$ -	\$ -	\$ 1,000,000	
Road Improvement	\$ 5,000,000	\$ 381,132	\$ 5,141,732	\$ 1,028,346	\$ 1,028,346	\$ 1,028,346	\$ 1,028,346	\$ 923,774	\$ 5,037,160	SPLOST V
Infrastructure Improvement	\$ 7,000,000	\$ -	\$ 7,000,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,600,000	\$ 7,200,000	SPLOST V
Total Proposed Expenditures	\$ 74,654,234	\$ 28,060,473	\$ 44,388,720	\$ 10,623,467	\$ 9,149,647	\$ 8,649,647	\$ 7,982,980	\$ 8,078,408	\$ 44,484,148	

	Final Adopted	Amount Anticipated To Be Used In	Balance To Be Carried Over To						Projected Five Year	
Funding Type	FY2021	FY2021		FY2022	FY2023	FY2024	FY2025	FY2026	Total	
General Fund	\$ 12,000,000	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,500,000	
CIP Bond	\$ 27,190,764	\$ -	\$ -	\$ 3,237,907	\$ 3,101,677	\$ 2,063,131	\$ 2,729,798	\$ 2,729,799	\$ 13,862,312	
Future SPLOST (V)	\$ 20,525,912	\$ -	\$ -	\$ 3,554,634	\$ 3,547,970	\$ 4,086,516	\$ 3,753,182	\$ 3,848,610	\$ 18,790,912	
SPLOST IV (Suntrust Cash)	\$ 5,353,937	\$ -	\$ -	\$ 2,330,926	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 4,330,926	
Grants/AAPR	\$ 9,583,620	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 6,000,000	
Sale of Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Proposed Funding Sources	\$ 74,654,234	\$ -	\$ -	\$ 10,623,467	\$ 9,149,646	\$ 8,649,647	\$ 7,982,980	\$ 8,078,409	\$ 44,484,149	

SYC 2022

BUDGET PROPOSAL

Presented By Ericka Harvey

January Orientation & GMA

The Purpose of the Orientation is provide knowledge of the programs policies and procedures and conduct informative sessions for leadership training and team building

Attending GMA allows Youth Councils to join together and share what they are doing in their communities and how they are able to get it done



February Shadow Day & Day at the Capital

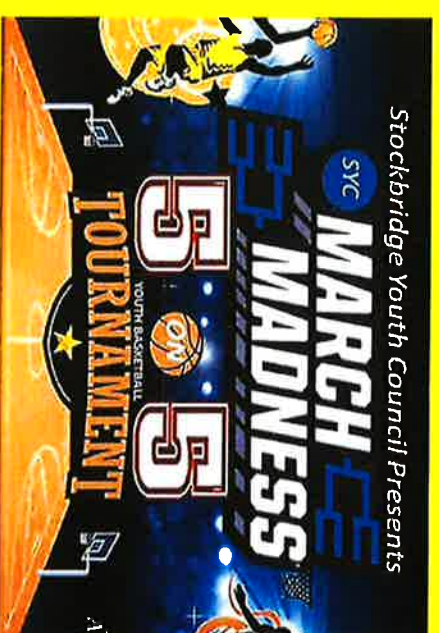
The purpose of this event is to introduce the SYC to our community leaders and to give them a behind the scenes of the work done at City Hall. It's also a day for them to be a pager at the State Capital.



March

March Madness

The purpose of this event is to provide the youth in the community an opportunity to explore potential college scouts and gain knowledge of impertinent college readiness information



June

Game Night

The purpose of this event is to encounter community service and involvement amongst the youth.



September Fall Festival

The purpose of this event is to bring the youth our and have a fun filled event providing tips in mental health and psychologist available to speak to our community as well as getting active and promoting physical health.



October Georgia Cities Week

The Stockbridge Youth Council
will spend the week
supporting Mayor and
Council's initiatives this
week.



December Christmas Workshop

The purpose of this event is to teach the SYC about public service within the community

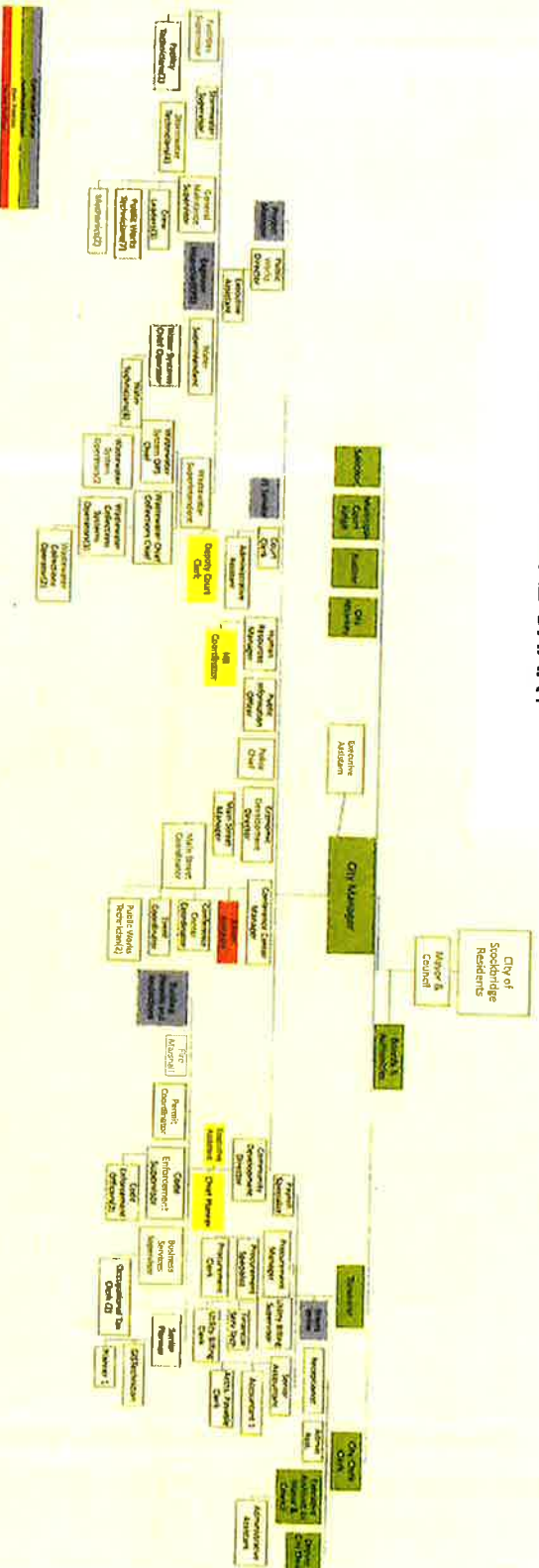


**CITY OF STOCKBRIDGE
NON-PUBLIC SAFETY PERSONNEL
PAY & CLASSIFICATION**

DEPARTMENT	REPORTS TO	CLASS TITLE	Pay Grade	Min	Mid	Max
City Clerk	City Clerk	Receptionist	101	\$25,753.00	\$32,835.00	\$39,917.00
MMCC	Conference Center Manager	Public Works Technician	102	\$27,041.00	\$34,477.00	\$41,913.00
Public Works	General Maintenance Supervisor	Public Works Technician	102	\$27,041.00	\$34,477.00	\$41,913.00
Sanitation	Utility Billing Supervisor	Utility Billing Clerk	104	\$29,812.00	\$38,011.00	\$46,209.00
Sewer	Wastewater Superintendent	Wastewater Collections Operator I	104	\$29,812.00	\$38,011.00	\$46,209.00
Sewer	Utility Billing Supervisor	Utility Billing Clerk	104	\$29,812.00	\$38,011.00	\$46,209.00
Water	Water Systems Superintendent	Water Systems Technician I	104	\$29,812.00	\$38,011.00	\$46,209.00
Sewer	Wastewater Superintendent	Wastewater Systems Operator I	105	\$31,303.00	\$39,911.00	\$48,519.00
Sewer	Wastewater Superintendent	Wastewater Technician I	105	\$31,303.00	\$39,911.00	\$48,519.00
City Clerk	City Clerk	Administrative Assistant	106	\$32,868.00	\$41,907.00	\$50,945.00
Public Works	Public Works Administrative Assistant	Administrative Assistant	106	\$32,868.00	\$41,907.00	\$50,945.00
Stormwater	General Maintenance Supervisor	Mechanic	106	\$32,868.00	\$41,907.00	\$50,945.00
Stormwater	Stormwater Supervisor	Stormwater Technician	106	\$32,868.00	\$41,907.00	\$50,945.00
Water	Water Superintendent	Water Systems Technician II	107	\$34,511.00	\$44,002.00	\$53,493.00
Business Services	Business Services Supervisor	Occupational Tax Clerk	107	\$34,511.00	\$44,002.00	\$53,493.00
Administration	Senior Accountant	Accounts Payable Clerk	107	\$34,511.00	\$44,002.00	\$53,493.00
Administration	Procurement Manager	Procurement Clerk	107	\$34,511.00	\$44,002.00	\$53,493.00
Public Works	General Maintenance Supervisor	Public Works Crew Leader	107	\$34,511.00	\$44,002.00	\$53,493.00
Sewer	Wastewater Superintendent	Wastewater Systems Operator II	107	\$34,511.00	\$44,002.00	\$53,493.00
Main Street	Main Street Manager	Main Street Coordinator	108	\$36,237.00	\$46,202.00	\$56,168.00
Code Enforcement	Community Development Director	Code Enforcement Officer	108	\$36,237.00	\$46,202.00	\$56,168.00
Water	Water Superintendent	Water Systems Technician III	108	\$36,237.00	\$46,202.00	\$56,168.00
Business Services	Community Development Director	Business Services Supervisor	109	\$38,411.00	\$48,974.00	\$59,538.00
Administration	Treasurer/CFO	Payroll Specialist	109	\$38,411.00	\$48,974.00	\$59,538.00
Municipal Court	Court Clerk	Deputy Court Clerk	109	\$38,411.00	\$48,974.00	\$59,538.00
MMCC	Conference Center Manager	Conference Center Coordinator	109	\$38,411.00	\$48,974.00	\$59,538.00
Water	Treasurer/CFO	Utility Billing Clerk Supervisor	109	\$38,411.00	\$48,974.00	\$59,538.00
Governing Body	Mayor & Council	Executive Assistant to Mayor & Council	110	\$40,716.00	\$51,913.00	\$63,110.00
Executive	City Manager	Executive Assistant	110	\$40,716.00	\$51,913.00	\$63,110.00
MMCC	Conference Center Manager	Events Coordinator	110	\$40,716.00	\$51,913.00	\$63,110.00
Permitting	Community Development Director	Building Permit Coordinator	110	\$40,716.00	\$51,913.00	\$63,110.00
Planning	Senior Planner	GIS Technician	110	\$40,716.00	\$51,913.00	\$63,110.00
Human Resources	Human Resources Manager	Human Resources Coordinator	111	\$43,159.00	\$55,028.00	\$66,896.00

**CITY OF STOCKBRIDGE
NON-PUBLIC SAFETY PERSONNEL
PAY & CLASSIFICATION**

Administration	Senior Accountant	Accountant	111	\$43,159.00	\$55,028.00	\$66,896.00
City Clerk	City Clerk	Deputy City Clerk	111	\$43,159.00	\$55,028.00	\$66,896.00
Stormwater	Public Works Director	Stormwater Supervisor	112	\$45,749.00	\$58,329.00	\$70,910.00
Planning	Senior Planner	Planner 1	113	\$48,493.00	\$61,829.00	\$75,165.00
Finance	Procurement Manager	Procurement Specialist	113	\$48,493.00	\$61,829.00	\$75,165.00
Executive	City Manager	Public Information Officer	113	\$48,493.00	\$61,829.00	\$75,165.00
Main Street	Economic Development Director	Main Street Manager	113	\$48,493.00	\$61,829.00	\$75,165.00
Administration	Treasurer/CFO	Senior Accountant	113	\$48,493.00	\$61,829.00	\$75,165.00
MMOC	City Manager	Conference Center Manager	113	\$48,493.00	\$61,829.00	\$75,165.00
Municipal Court	City Manager	Court Clerk	113	\$48,493.00	\$61,829.00	\$75,165.00
Sewer	Wastewater Superintendent	Wastewater Systems Chief Operator	113	\$48,493.00	\$61,829.00	\$75,165.00
Sewer	Wastewater Superintendent	Wastewater Collections Chief Operator	113	\$48,493.00	\$61,829.00	\$75,165.00
Water	Water Superintendent	Water Systems Chief Operator	113	\$48,493.00	\$61,829.00	\$75,165.00
Public Works	Public Works Director	Facilities Maintenance Supervisor	116	\$57,756.00	\$73,640.00	\$89,523.00
Public Works	Public Works Director	General Maintenance Supervisor	116	\$57,756.00	\$73,640.00	\$89,523.00
Sewer	Public Works Director	Wastewater Plant Superintendent	116	\$57,756.00	\$73,640.00	\$89,523.00
Water	Public Works Director	Water Superintendent	116	\$57,756.00	\$73,640.00	\$89,523.00
Code Enforcement	Community Development Director	Code Enforcement Supervisor	116	\$57,756.00	\$73,640.00	\$89,523.00
Planning	Community Development Director	Senior Planner	116	\$57,756.00	\$73,640.00	\$89,523.00
Planning	Community Development Director	Chief Planner	118	\$65,507.00	\$83,522.00	\$101,536.00
Executive	City Manager	Project Manager	118	\$65,507.00	\$83,522.00	\$101,536.00
Finance	Treasurer/CFO	Procurement Manager	118	\$65,507.00	\$83,522.00	\$101,536.00
Econ Development	City Manager	Economic Development Director	119	\$70,093.00	\$89,368.00	\$108,644.00
Permitting	Community Development Director	Fire Marshal	119	\$70,093.00	\$89,368.00	\$108,644.00
Human Resources	City Manager	Human Resources Manager	119	\$70,093.00	\$89,368.00	\$108,644.00
City Clerk	Mayor & Council	City Clerk	119	\$70,093.00	\$89,368.00	\$108,644.00
Public Works	City Manager	Public Works Director	121	\$80,249.00	\$102,318.00	\$124,387.00
Executive	City Manager	Community Development Director	122	\$85,867.00	\$109,480.00	\$133,094.00
Executive	Mayor & Council	Treasurer/CFO	123	\$91,878.00	\$117,144.00	\$142,410.00
Executive	City Manager	Assistant City Manager	124	\$98,309.00	\$125,344.00	\$152,379.00
Executive	City Manager	Police Chief	124	\$98,309.00	\$125,344.00	\$152,379.00
Executive	Mayor & Council	City Manager	125	\$105,191.00	\$134,118.00	\$163,045.00



Job Title: Deputy Court Clerk

PG: 109; Min.: \$38,411.60 Mid: \$48,944.46 Max: \$59,538.22

Job Summary: The Deputy Court Clerk position assists the Court Clerk in the management of all administrative and clerical functions related to operation of the court, including receiving, examining, preparing, and processing a variety of legal documents in support of court operations, and other duties as required by law.

Class Characteristics:

Deputy Court Clerk: This is the entry- to mid-level classification.

Major Duties:

- Receives and examines legal documents for accuracy, completeness and conformity to requirements, returns unacceptable documents, affixes seals and stamps to endorse, certify and file documents.
- Receives, reviews, processes, certifies and prepares required legal documents and records for court sessions.
- Prepares and maintains documents and exhibits, files legal documents and related case materials, retrieves and delivers files and documents to court or appropriate parties, maintains court records and files.
- Advises attorneys, agencies and the public on case status in a professional manner, provides procedural information, answers inquiries and explains filing processes, explains fees and fines, assists individuals in locating material and information.
- Prepares documents in conformance with court orders, issues legal documents, such as warrants, writs, subpoenas, abstracts and other official documents on behalf of the court in accordance with policies and procedures, recalls warrants, exonerates bail, prepares judgments and dismisses or seals cases in accordance with established codes and court procedures.
- Accepts fines and fees, maintains and updates financial records.
- Prepares court calendars and/or schedules cases for hearings, conferring with the appropriate individuals according to established procedures, distributes calendars and related case files for review.
- Performs a variety of office and court support work, prepares letters, correspondence, forms and other documents, maintains copies of documents, operates computers, maintains and updates files and databases, generates computer reports, performs word processing, operates office equipment, maintains and retrieves archived records.

- **Job Title: Deputy Court Clerks** (continued)
- Performs other duties as assigned.

Additional Duties for the Deputy Court Clerks:

- Attends Court sessions, takes minutes of actions and proceedings, request clarifications of instructions and order of actions to properly note the official court record.
- Maintains court records and files, such as records of court-appointed counsel and experts, receipts, marks and takes custody of evidence.
- Prepares a variety of documents related to court operations and coordinates the flow of documents necessary for court assignment, arranges for interpreters.
- Performs difficult and complex duties related to reviewing legal documents and examining them for accuracy, completeness and conformity to requirements.
- At the direction of the judge, prepares and issues legal orders, such as warrants, writs, orders, subpoenas, abstracts and other official documents on behalf of the court, recalls warrants, exonerates bail, prepares judgments and dismisses or seals cases in accordance with established codes and court procedures.
- Oversees the management of special program areas.
- Is willing and able to accept cross training and work assignments in all units.
- Assists and cooperates with the cross-training of other Court Clerks.

Knowledge Required by the Position:

- Personal computers and standard software applications related to court support work.
- Basic filing and financial record keeping systems.
- Basic accounting practices.
- Office procedures and practices.
- Mathematics sufficient to take and receipt cash money, accurately calculate and give change, balance a cash drawer and perform calculations using addition, subtraction, multiplication and division.
- Accurately set up, monitor and maintain financial records.
- Work independently and follow instructions.
- Establish and maintain cooperative working relationships with others, individually and in a team environment.
- Learn court policies, procedures, documents and terminology affecting assigned functions.
- Ability and willingness to accept varied work assignments.

Job Title: Deputy Court Clerks (continued)

- Knowledge of or ability to understand modern records management techniques and retrieval systems;
- As an essential function of this position, the employee must be able to handle high levels of stress satisfactorily and be congenial with other employees, court professionals and the public;
- Knowledge of or ability to understand and interpret local and state laws, policies, codes, and regulations;
- Ability to communicate clearly and effectively, orally and in writing;
- Ability to read, analyze and interpret complex documents;
- Ability to maintain confidentiality and exercise considerable skill in handling sensitive information and data;
- Knowledge of modern office procedures and equipment;
- Consistently demonstrate ability to respond to changing situations in a flexible manner in order to meet current needs, such as reprioritizing work as necessary;
- Ability to take the initiative to make decisions/choices without direct supervision;
- Ability to carry out oral and written instructions;
- Ability to maintain an organized office environment;
- Ability to exercise judgment to resolve constituent inquiries.

Additional Knowledge for the Deputy Court Clerks:

- Proficient knowledge of legal procedures, documents and terminology used in court cases;
- Proficient knowledge of a variety of policies, rules, procedures and regulations;
- Proficient knowledge of the court's case management system and statistical reporting requirements;
- Proficient knowledge of statutes, policies and procedures, documents and terminology affecting assigned functions;
- Ability to perform a wide variety of complex and specialized clerical and accounting support work;
- Ability to interpret, explain and apply a variety of policies, rules, procedures and regulations;
- Ability to locate, read and understand statutes and instructions related to court processes and proceedings;
- Ability to understand and follow court calendar procedures;
- Ability to gather, organize and present a variety of data and information;
- Ability to prepare clear, concise and accurate minutes, records and reports;
- Ability to attend court sessions and perform a variety of support

functions;

Job Title: Deputy Court Clerks (continued)

- Ability to effectively represent the court in responding to inquiries, providing assistance and dealing with concern from the public, community organizations, other County staff and agencies;
- Ability to perform a wide range of case processing functions;
- Ability to take and transcribe notes of court proceedings;
- Ability to prepare and maintain court calendars;
- Ability to work proactively and interact positively with all court staff, other staff contacted during the course of performing job duties, and the public;
- At the Court Clerk level, must possess the knowledge, skills, and ability to serve the supervising clerk in her/his absence;
- At the Court Clerk level, perform work demonstrating superior problem solving skills and must possess the knowledge, skills, and ability to oversee the management of special program areas; must possess the knowledge, skills, and ability to perform specialized complex case processing and/or effectively perform all courtroom duties;
- At the Court Clerk level, must possess the knowledge, skills, and ability to mentor, train, and assign work to lower level Court Clerks; must possess the knowledge, skills, and ability to perform special assignments.

Supervisory Controls: The work of the Deputy Court Clerks is performed under the general supervision of the Court Clerk.

Guidelines: Guidelines include state and federal laws and regulations governing municipal administration; City and departmental rules and regulations, and City ordinances, policies and procedures.

Complexity: Work requires analysis and judgment in accomplishing diverse duties. Work requires the exercise of independent thinking within the limits of guidelines, policies, standards and precedents.

Personal Contacts: Contacts typically occur with co-workers, Judge, Solicitor, City Attorney, and the general public.

Purpose of Contacts: Contacts are typically to give and exchange information, resolve conflicts, solve problems and provide services.

Job Title: Deputy Court Clerks (continued)

Physical Demands: This work is performed indoors in an office setting and involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: none

Minimum Qualifications:

Deputy Court Clerk: Associate's degree in criminal justice or a closely related field supplemented by two (2) years of experience performing responsible administrative support and clerical duties; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job; must possess within 12 months the Georgia Municipal Court Clerk Certification and within 90 days be certified with the Georgia Crime Information Center (GCIC); ability to accurately type a minimum of 45 words per minute.

Job Title: Human Resources Coordinator**AMENDED**

PG:112 – (min)\$45,749.45 (mid) \$58,329.39 (max) \$70,910.34

11/8/2021**Class Characteristics:** This is the full-performance non-exempt level classification.

Job Summary: This position will compile and maintain personnel records for all City employees. Maintain time and attendance records and payroll information including leave records, payroll deductions, employee status changes, etc. Administers benefits programs and assists employees with personnel-related matters. Work is performed under the general supervision of the Human Resources Manager with general guidance and direction.

Purpose of Classification:

The purpose of this classification is to provide human resources administrative and technical support functions to employees and support the day-to-day operations of the human resources department.

Essential Duties and Responsibilities:Personnel

- Maintain personnel files, documents, and archive documents following the retention schedule and HR policies and procedures.
- Assist with new-hire procedures, including coordinating new employee orientation, creating new employee files, administering new-hire employment materials, and ensuring all necessary paperwork is properly completed and filed accurately.
- Sets up new employee data in INCODE, UKG/Kronos for time and attendance, and MSI Benefits portal for benefits enrollment.
- Organize, maintain, generate reports, and update employee information as needed in HRIS.
- Respond to internal and external HR-related inquiries or requests as directed.
- Maintains confidentiality of work-related issues and City Information.
- Provide follow-up to assignments and weekly and monthly status reports to the HR Manager.
- Maintains official personnel records for City employees including employment applications, personnel action forms, I-9 forms, personal data, compensation, and benefits information, and performance reviews, medical files, and termination files.
- Reviews and files personnel action forms; submit relevant changes to insurance, retirement, and compensation benefits.
- Support the recruitment/hiring process which may include but not limited to scheduling applicants, sending correspondence, interviews, offer letters, and background checks, creating and storing recruitment files.

- Assist with off-boarding employees which includes collecting city property, filing appropriate documentation, removal from INCODE, UKG/Kronos payroll and benefits, notifying MSI benefit coordinator, and consolidating personnel records.

Benefits

- Assist with the payment of department invoices and reconcile insurance billing statements.
- Tracks and coordinates FMLA.
- Interpret and communicate Human Resources rules, regulations, policies, and procedures.
- Assists employees with questions on their benefits including insurance, retirement, workers' compensation, Family and Medical Leave Act, other fringe benefits process necessary paperwork and makes proper notifications to ensure appropriate actions are taken.
- Coordinates employee customer service programs, including employee recognition awards, employee luncheons (thanksgiving, Christmas, etc.)
- Coordinate's wellness program, including maintaining participation records and arranging for annual flu shots, wellness events and meetings through Wellness Provider.
- Assists with year-end ACA and workers' compensation reporting
- Assists with open enrollment each year.
- Performs job-related duties as assigned.

Knowledge, Skills and Abilities:

- Ability to carry out oral and written instructions.
- Ability to communicate clearly and effectively, orally and in writing.
- Proficient in coordinating a variety of difficult, technical administrative functions at a level requiring extensive independent decision-making within established rules, policies, and procedures.
- Ability to establish and maintain effective working relationships with employees, and the public.
- Ability to exercise independent thinking and exercise judgment to resolve employee and public inquiries.
- Ability to interpret policies, administrative regulations, and federal and state law accurately to others.
- Ability to maintain an organized office environment.
- Ability to maintain confidentiality and exercise considerable skill in handling sensitive information and data.
- Ability to occasionally work during evening hours to attend city meetings and events.
- Ability to perform research and compile information from a variety of sources.
- Ability to prepare clear, concise, grammatically correct letters, memos, staff meeting minutes, and other written documents.
- Proficient in setting priorities, defining tasks, scheduling and coordinate activities and functions,

- Consistently demonstrate ability to respond to changing situations in a flexible manner to meet current needs, such as reprioritizing work as necessary and excellent time management skills.
- Knowledge of state records retention schedule.
- Knowledge of current human resources principles and best practices, employment laws, policies, and federal and state regulations.
- Proficient in standard human resources administrative procedures and office management techniques.
- Proficient in recordkeeping and filing systems.
- Proficient computer skills: advanced Microsoft Office skills, especially Microsoft Word, Excel, and PowerPoint.

Supervisory Controls: The work of this position is directed by the Human Resources Manager.

Guidelines: Guidelines include state and federal laws and regulations governing City and departmental rules and regulations, and City ordinances, policies, and procedures.

Complexity: Work requires the exercise of independent thinking within the limits of guidelines, policies, standards, and precedents.

Personal Contacts: Contacts typically occur with co-workers, vendors, elected officials, City employees and the public.

Purpose of Contacts: Contacts are typically to give and exchange information, resolve conflicts, solve problems, and provide services.

Physical Demands: This work is performed indoors in an office setting, involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: None.

Minimum Qualifications: Amended 11/8/2021

- Minimum of 10 years human resources experience to include public safety required.
- Associates or bachelor's degree with a focus in Human Resources or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- Strong customer service and communication skills
- Ability to work independently with minimal direction.
- Proficient with Microsoft Office Suite (Outlook, Word, PowerPoint, and Excel) is required.

- Performs administrative duties in the City's Human Resource Department, including filing documents, answering phones, maintaining calendars, travel arrangements, scanning documents, organizing files.
- Must have demonstrated the ability to work independently and within a team environment in a fast-paced ever-changing atmosphere, excellent written and interpersonal skills; must have a valid State of Georgia Driver's License.

Job Title: Chief Planner

PG:118 – (min) \$65,507.24 (mid) \$83,522.34 (max) \$101,536.43

Class Characteristics: This is the full-performance exempt level classification.

Job Summary: The Chief Planner performs supervisory and professional level planning duties in the administration of the City's Comprehensive Plan, and other areas as assigned. Performs complex and advanced City planning activities involving extensive knowledge of the principles and practices of urban planning and manages GIS applications. The Chief Planner manages and supervises the Planning & Zoning and GIS divisions within the larger planning department of an organization and may function as a deputy for the Community Development Director.

Essential Duties and Responsibilities:

The duties assigned include, but are not limited to, the following:

- Performs and manages complex and sensitive professional planning projects, research, and analysis
- Monitors and ensures compliance with local, state, and federal laws
- Oversees specialized planning functions such as large-scale new development proposals and environmental studies
- Provides overall management of division-related planning issues
- Advises the Community Department Director on planning-related matters
- Advises various councils, boards, commissions, and elected officials in planning-related issues
- Serves as liaison and performs all necessary functions in support of Planning Commission
- Assigns work to professional staff and ensures appropriate training is provided
- Evaluates operations and activities of assigned responsibilities
- Prepares reports on operations and activities, recommending improvements and modifications
- Handles personnel matters
- Participates in budget preparation and administration, monitors, and controls expenditures
- Attends substantial number of evening and weekend meetings
- Other planning related duties as assigned.

Knowledge, Skills and Abilities:

- Thorough knowledge of urban planning and development and local government policies and procedures
- Thorough knowledge of specialization such as land use planning/zoning, transportation planning, environmental planning, urban design, housing, , historic preservation or economic development
- Research methods and statistical principles related to urban growth and development
- Methods and techniques of effective technical report preparation and presentation
- Pertinent federal, state, and local laws, codes and regulations including recent changes
- Principles and practices of supervision, training, and personnel management
- Budgeting procedures and techniques
- Recent developments, current literature and sources of information related to municipal planning and administration.
- Knowledge of local government procedures and practices
- Citizen involvement techniques and processes
- Knowledge of computer programs and applications, which may include Microsoft Office, Internet applications, econometric or transportation modeling, and database management
- GIS programs and applications
- Must be innovative, detail-oriented, experienced in highly visible/controversial projects
- Capable of managing multiple, high-priority assignments
- Strong interpersonal skills to develop good working relationships with staff, officials, and stakeholders and to resolve complaints
- Strong analytical skills to interpret research data for reports and apply mathematic techniques in practical situations
- Reading comprehension to understand technical and legal materials.
- Ability to work on several projects or issues simultaneously
- Ability to provide effective supervision and staff management
- Ability to manage projects effectively and meet firm deadlines
- Ability to express ideas clearly and concisely, both in writing and orally
- Ability to manage and conduct in-person and virtual public participation activities, meetings, and hearings
- Ability to work with computers, proficient with standard data and word processing software
- Experience in using GIS software such as Arc GIS.
- Proficient computer skills: advanced Microsoft Office skills, especially Microsoft Word, Excel, and PowerPoint.

CHIEF PLANNER (CONT'D)

Supervisory Controls: The work of this position is directed by the Community Development Director.

Guidelines: Guidelines include state and federal laws and regulations governing City and departmental rules and regulations, and City ordinances, policies, and procedures.

Complexity: Work requires the exercise of independent thinking within the limits of guidelines, policies, standards, and precedents.

Personal Contacts: Contacts typically occur with co-workers, developers, city employees and the public.

Purpose of Contacts: Contacts are typically to give and exchange information, resolve conflicts, solve problems, and services.

Physical Demands: This work is performed indoors in an office setting, involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: Senior Planner, Planner 1 and GIS Analyst.

Minimum Qualifications:

Master's degree in planning or a closely related field and at least five years of experience in the planning profession. Three to four years of supervisory experience in city or regional planning, and/or an equivalent combination of professional experience and training which provides the required knowledge, skills, and abilities. AICP Certification preferred. A Georgia Driver's License is required.

Job Title: Executive Assistant – Community Development (New)

PG: 110 Min. \$40,716.11 Mid. \$51,913.75 Max. \$63,110.38

Job Summary: This position is that of an executive administrative assistant who performs a wide range of administrative, customer service, project management, program related and management support tasks in the Community Development Department. Work is varied, complex and involves customer service responsibilities as well as professional work such as research, analysis, and report generation. Work may cover assignments dealing with every facet of the Department's operations. This position's primary focus is administrative support for the Department, Planning Commission, and any other boards assigned to the department. In addition, special projects may be assigned from time to time and may represent the department with internal and external groups and committees.

Class Characteristics: This is an exempt level classification.

Major Duties:

- Assist the Community Development Director with administrative functions of the department including budget, payroll, communications, information/data management, travel/training preparation, internal and external coordination, meetings, and policy implementation.
- Communicates with other departmental staff on a variety of requests.
- Compiles data for daily, monthly, and annual reports; responds to information requests and prepares reports for distribution.
- Provides staff support to the Planning Commission and other boards including the preparation of agendas, minutes, correspondence, and memos, responding to emails, filing, opening and evaluating mail, scheduling, setting and preparing for meetings, responding to requests for information, and assisting with other support as needed.
- Files and retrieves materials and data from department computerized and manual filing systems; maintains the department's filing system.
- Maintain various confidential records, correspondence, and information, and is responsible for protecting and maintaining the confidentiality of this information.
- Manages supplies and office equipment use through departmental

- check-out system; issues supply and equipment (keys) to staff.
- Assist in the response to open records requests, public inquiries and internal requests for information.
- Receives and responds to public inquiries on the telephone and in-person; provides information and refers inquiries to other City employees when required.
- Processes requisitions for a variety of purchases thru the purchasing system. Able to track all expenses and maintain detailed files.
- Research special projects required by planning staff or management in conjunction with land development applications, building permits and public requests.
- May provide planning related information to property owners, architects, developers, realtors, appraisers, and the public.
- Prepare and create forms, pamphlets, or checklists to assist applicants, the public and staff.
- Assist the Community Development Director with the preparation of packets for the City Council and Planning Commission.
- Responsible for maintaining the digital presence of the Community Development Department including the department website information, social media, and other platforms.
- Performs other duties as assigned.

Knowledge Required by the Position:

- Ability to compile data and write clear, concise reports.
- Ability to establish and maintain effective working relationships with City officials, employees and the public.
- Ability to maintain an organized office environment.
- Excellent written and verbal communication skills; Proficient mathematical skills.
- Excellent customer service skills and interpersonal skills.
- General knowledge of municipal government.
- Knowledge of City ordinances, policies and procedures.
- Knowledge of modern office procedures and equipment.
- Knowledge of the operation of a variety of tools and equipment.
- Proficient in using a variety of computer programs Microsoft Word; Excel, PowerPoint, Outlook for administrative functions.
- Knowledge of purchasing procedures.

Supervisory Controls: The work of this position is performed under the general supervision of the Community Development Director and Chief Planner.

Guidelines: Guidelines include City and departmental manuals,

policies and procedures.

Complexity: The work consists of administrative, technical and clerical duties.

Personal Contacts: Contacts are typically with co-workers, developers, inspectors, planning staff and the general public.

Purpose of Contacts: Contacts typically occur in order to give and exchange information and provide services.

Physical Demands: This work is performed indoors in an office setting and involves occasional minor lifting.

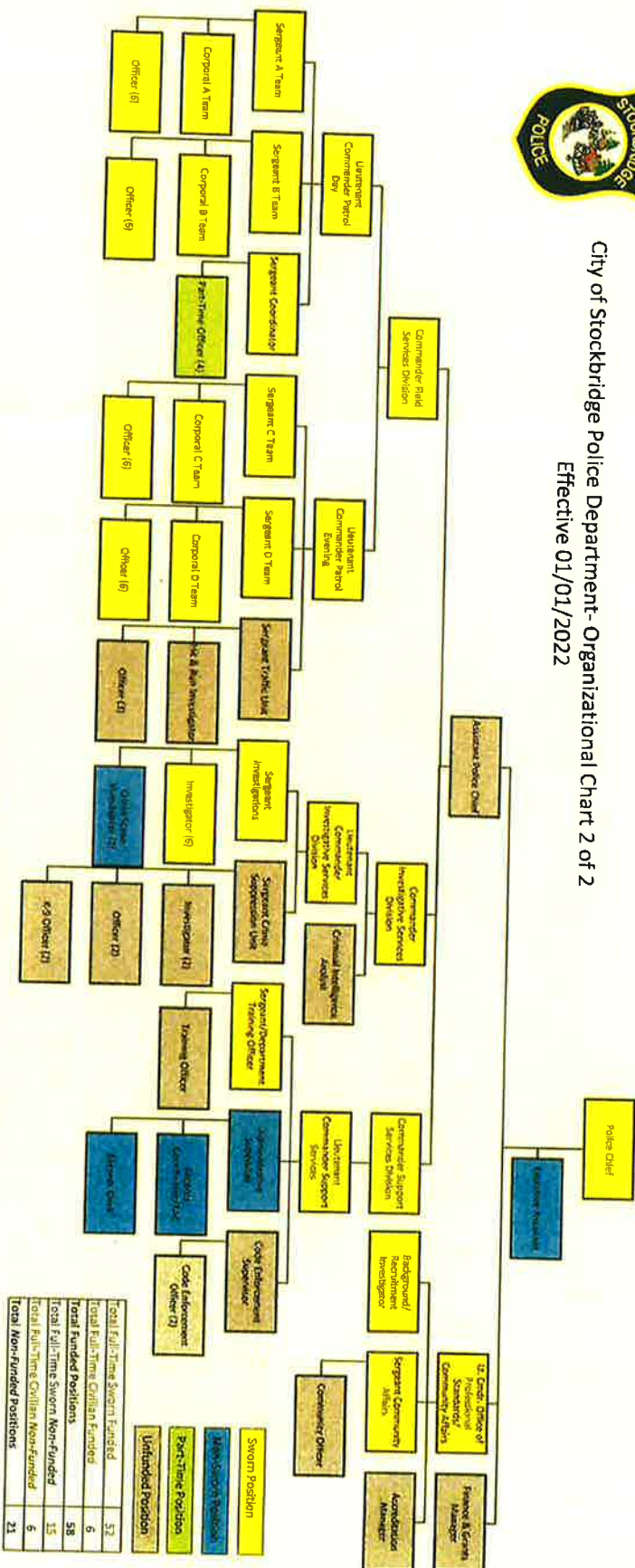
Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: None.

- **Minimum Qualifications:** High school diploma or GED equivalent and (5) years of senior or executive support experience in a municipal government or closely related field. An equivalent combination of education and experience may be considered. Must have the ability to work with minimal supervision. Must be a team player and make a positive contribution to the organization. Excellent customer service skills; highly organized; Experience and an advanced level proficiency with Microsoft Office Suite Products; Ability to work flexible hours to attend evening meetings; a valid State of Georgia Driver's License.

**CITY OF STOCKBRIDGE
POLICE DEPARTMENT
PUBLIC SAFETY PERSONNEL
PAY & CLASSIFICATION**

DEPARTMENT	REPORTS TO	CLASS TITLE	Pay Grade	Min	Mid	Max
Police	Administrative Supervisor	Records Clerk	107	\$34,511.00	\$44,002.00	\$53,493.00
Police	Police Lieutenant Commander	Code Enforcement Officer	108	\$36,237.00	\$46,202.00	\$56,168.00
Police	Police Chief	Executive Assistant	111	\$43,159.00	\$55,028.00	\$66,896.00
Police	Administrative Supervisor	Records Coordinator/IAC	111	\$43,159.00	\$55,028.00	\$66,896.00
Police	Sergeant	Police Officer Part-Time	111	\$43,159.00	\$55,028.00	\$66,896.00
Police	Sergeant	Police Officer	111	\$43,159.00	\$55,028.00	\$66,896.00
Police	Sergeant	Senior Police Officer	112	\$45,749.00	\$58,329.00	\$70,910.00
Police	Sergeant	Crime Scene Investigator	113	\$48,493.00	\$61,829.00	\$75,165.00
Police	Sergeant	Investigator	113	\$48,493.00	\$61,829.00	\$75,165.00
Police	Sergeant	Corporal	114	\$51,403.00	\$65,539.00	\$79,675.00
Police	Police Commander	Criminal Intelligence Analyst	115	\$54,487.00	\$69,471.00	\$84,455.00
Police	Police Lieutenant Commander	Accreditation Manager	116	\$57,756.00	\$73,640.00	\$89,523.00
Police	Police Lieutenant Commander	Sergeant	116	\$57,756.00	\$73,640.00	\$89,523.00
Police	Police Commander	Administrative Supervisor	116	\$57,756.00	\$73,640.00	\$89,523.00
Police	Police Commander	Code Enforcement Supervisor	116	\$57,756.00	\$73,640.00	\$89,523.00
Police	Police Chief	Finance & Grants Manager	117	\$61,222.00	\$78,058.00	\$94,894.00
Police	Police Commander	Police Lieutenant Commander	118	\$65,507.00	\$83,522.00	\$101,536.00
Police	Police Chief/Assistant Police Chief	Police Commander	120	\$74,999.00	\$95,624.00	\$116,249.00
Police	Police Chief	Assistant Police Chief	121	\$80,249.00	\$102,318.00	\$124,387.00
Executive	City Manager	Police Chief	124	\$98,309.00	\$125,344.00	\$152,379.00

The logo of the Stockbridge Police Department is a shield-shaped emblem. It features a central circular seal with a detailed illustration of a Native American figure on horseback, holding a bow and arrow. The word "POLICE" is written in a curved path along the left side of the shield, and "STOCKBRIDGE" is written along the right side. The entire emblem is set against a black background.The logo of the Stockbridge Police Department is a shield-shaped emblem. It features a central circular seal with a detailed illustration of a Native American figure on horseback, holding a bow and arrow. The word "POLICE" is written in a curved path along the left side of the shield, and "STOCKBRIDGE" is written along the right side. The entire emblem is set against a black background.

Position Description

Job Title: Records Clerk
Department: Police
Pay Grade: 107
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for a wide variety of general and/or specialized office support, clerical, and technical work in support of the Police Department. Work consists of collecting, recording, transcribing, maintaining, editing, and retrieving confidential law enforcement data and information; performing a variety of recordkeeping functions, including processing police reports; receiving and providing assistance to the public at the front counter and over the telephone; and providing supplementary support and assistance to other activities of the Police Department.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Performs a wide variety of technical and clerical law enforcement support duties related to collecting, recording, transcribing, maintaining, processing, editing, retrieving, and distributing technical and confidential law enforcement data and information including police reports, citations, warrants, protective order, and subpoenas.
- Enters, maintains, and retrieves data, reports, and information into and from a variety of automated law enforcement records systems, including a Records Management System (RMS).
- Verifies documents for vehicle releases; runs various records for background checks; runs arrestees and suspects for warrants, driving records, and criminal history; assists officers with RMS checks.
- Processes case reports including citation amendments, Department of Motor Vehicle paperwork, domestic violence reports, and traffic accidents; prepares all reports, including both misdemeanors and felonies; processes all report to be forwarded to proper individual or agency.
- Assists with Police file and record management including their destruction and transformation to micro imaging; scans reports; assists in the implementation of file record management systems and programs.
- Photocopies and distributes crime, incident, arrest, and accident reports to the general public and various agencies.
- Collects funds for reports, vehicle releases, case reports, and other matters; maintains appropriate ledgers; prepares and issues receipts.
- Assists other departmental and City personnel with administrative and office support functions, provides materials to other agencies; maintains accurate records; maintains various logbooks; receives packages and opens and distributes mail.
- Assists, provides information, and responds to questions and concerns from the general public, departmental staff, and other agencies in person and by telephone; answers and

responds to calls on multiple phone lines; forwards calls to appropriate personnel; takes and provides phone messages.

- Types correspondence, reports, forms, and other confidential and specialized documents from drafts, notes, dictated tapes, or brief instructions; composes letters and other documents as necessary.
- Communicates with other departmental staff on a variety of requests.
- Compiles data for daily, monthly, and annual reports; responds to information requests and prepares reports for distribution.
- Coordinates services with outside vendors.
- Files and retrieves materials and data from department computerized and manual filing systems; maintains the department's filing system.
- Processes external mail as well as inter-departmental City correspondence.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Ability to understand the organization, operation, and services of the City, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Ability to understand, interpret, and apply general administrative and departmental policies and procedures.
- Ability to compile, maintain, process, and prepare a variety of records and reports.
- Ability to perform record searches quickly and accurately.
- Ability to work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Ability to exercise good judgment in maintaining critical and sensitive information, records, and reports.
- Ability to read, understand, and review documents for accuracy and relevant information.
- Ability to use applicable office terminology, forms, documents, and procedures in the course of the work.
- Ability to use sound judgment in following and applying appropriate laws, regulations, policies, and procedures.
- Ability to organize and prioritize work assignments.
- Ability to meet critical deadlines.
- Ability to deal successfully with the public, both in-person and over the telephone.
- Ability to courteously respond to community issues, concerns, and needs.
- Ability to understand and follow oral and written instructions.
- Ability to operate and use modern office equipment including a computer and various software packages.
- Ability to operate specialized automated law enforcement information systems including Police computer systems to access and maintain data.
- Ability to type and enter data accurately at a speed necessary for successful job performance.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to compile data and write clear, concise reports.
- Ability to maintain an organized office environment.
- Excellent written and verbal communication skills; Proficient mathematical skills.
- Excellent customer service skills.
- Knowledge of modern office procedures and equipment.
- Knowledge of the operation of a variety of tools and equipment.

- Skilled in using a variety of computer programs Microsoft Word; Excel, PowerPoint, Outlook for administrative functions.

PHYSICAL DEMANDS:

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS

High school diploma or equivalent required; Associate's degree or two (2) years of college or technical coursework preferred; one (1) year administrative work experience preferred;; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Executive Assistant
Department: Police
Pay Grade: 111
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for providing comprehensive support to the Police Chief and managing the operations of the Office of the Chief. This position requires the ability to anticipate needs, think critically, and offer solutions to problems with a high level of professionalism and confidentiality.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Answers phones and directs all incoming calls to appropriate party promptly and efficiently.
- Arranges travel schedule and reservations as needed.
- Assists with preparation of presentation materials.
- Communicates and manages incoming and outgoing electronic communications.
- Manages office details by relieving executive management of routine requests and matters.
- Monitors designated budgets and expenditures, reviews for accuracy, and makes adjustments and revisions as directed by the Police Chief.
- Performs special projects as needed by the Police Chief.
- Prepares background documents and internal and external communications, as necessary.
- Prioritizes and manages multiple projects simultaneously and follows through on issues in a timely manner.
- Reviews and summarizes miscellaneous reports and documents.
- Schedules and coordinates calendar and appointments.
- Serves as secretary to the executive staff.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Ability to carry out oral and written instructions.
- Ability to communicate clearly and effectively, orally and in writing.
- Ability to effectively coordinate a variety of difficult, technical administrative functions at a level requiring extensive independent decision-making within established rules, policies, and procedures.
- Ability to establish and maintain effective file systems.
- Ability to establish and maintain effective working relationships with elected officials, city officials, employees, and the public.
- Ability to exercise independent thinking and good judgment.

- Ability to exercise judgment to resolve constituent inquiries.
- Ability to interpret policies, administrative regulations, and legislation, and accurately explain to others.
- Ability to maintain an organized office environment.
- Ability to maintain confidentiality and exercise considerable skill in handling sensitive information and data.
- Ability to maintain cooperative relationships with those contacted in the course of work assignments.
- Ability to occasionally work during evening hours to attend city meetings and events.
- Ability to perform research and compile information from a variety of sources.
- Ability to prepare clear, concise, grammatically correct letters, memos, staff meeting minutes, and other written documents.
- Ability to read, analyze and interpret complex documents.
- Ability to set priorities, define tasks, schedule and coordinate activities and functions, develop procedures and complete assignments.
- Consistently demonstrate ability to respond to changing situations in a flexible manner to meet current needs, such as reprioritizing work as necessary.
- Excellent English grammar, punctuation, spelling, and proofreading.
- Excellent mathematical computational skills.
- Knowledge of basic accounting principles, practices, and procedures.
- Knowledge of general finance and accounting principles.
- Knowledge of modern office procedures and equipment.
- Knowledge of modern records management techniques.
- Knowledge of or ability to learn the City's organizational structure, departmental functions, and inter-relationships.
- Knowledge of or ability to understand and interpret municipal laws, policies, codes, and regulations.
- Knowledge of standard secretarial procedures and office management techniques.
- Knowledge of recordkeeping and filing systems.
- Adaptive learner and strong computer skills: advanced Microsoft Office skills, especially Microsoft Word, Excel, and PowerPoint.
- Skill in using a variety of computer programs for administrative functions.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS

Bachelor's degree in Business Administration, Public Administration, Communications or related field desired; two (2) to four (4) years of progressively responsible experience performing administrative support and clerical duties at the executive level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Records Coordinator/GCIC Terminal Agency Coordinator (TAC)
Department: Police
Pay Grade: 111
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for processing the release of public information and open records requests in compliance with state statutes, approving officer Incident Reports and assisting with data entry related to records keeping with emphasis on State UCR/NIBRS requirements and reporting. The Records Coordinator also serves as the Terminal Agency Coordinator (TAC) with responsibility for ensuring GCIC rules, regulations and requirements are followed, and serves as the point of contact for validations and other GCIC/NCIC related matters. Duties also include performing a wide variety of general and/or specialized office support, clerical, and technical work in support of the Police Department. Work consists of collecting, recording, transcribing, maintaining, editing, and retrieving confidential law enforcement data and information; performing a variety of recordkeeping functions, including processing police reports; receiving and providing assistance to the public at the front counter and over the telephone; and providing supplementary support and assistance to other activities of the Police Department.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Performs a wide variety of technical and clerical law enforcement support duties related to collecting, recording, transcribing, maintaining, processing, editing, retrieving, and distributing technical and confidential law enforcement data and information including police reports, citations, warrants, protective order, and subpoenas.
- Enters, maintains, and retrieves data, reports, and information into and from a variety of automated law enforcement records systems, including a Records Management System (RMS).
- Verifies documents for vehicle releases; runs various records for background checks; runs arrestees and suspects for warrants, driving records, and criminal history; assists officers with RMS checks.
- Processes case reports including citation amendments, Department of Motor Vehicle paperwork, domestic violence reports, and traffic accidents; prepares all reports, including both misdemeanors and felonies; processes all reports to be forwarded to proper individual or agency.
- Assists with Police file and record management including their destruction and transformation to micro imaging; scans reports; assists in the implementation of file record management systems and programs.
- Photocopies and distributes crime, incident, arrest, and accident reports to the general public and various agencies.
- Collects funds for reports, vehicle releases, case reports, and other matters; maintains appropriate ledgers; prepares and issues receipts.

- Assists other departmental and City personnel with administrative and office support functions, provides materials to other agencies; maintains accurate records; maintains various logbooks; receives packages and opens and distributes mail.
- Assists, provides information, and responds to questions and concerns from the general public, departmental staff, and other agencies in person and by telephone; answers and responds to calls on multiple phone lines; forwards calls to appropriate personnel; takes and provides phone messages.
- Types correspondence, reports, forms, and other confidential and specialized documents from drafts, notes, dictated tapes, or brief instructions; composes letters and other documents as necessary.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of Georgia Open Records and Public Disclosure Laws.
- Knowledge of principles and methods of records and information management.
- Knowledge of crime reporting through the Federal Bureau of Investigation (FBI), National Incident-Based Reporting System (NIBRS) and Uniform Crime Reports (UCR).
- Knowledge of GCIC/NCIC certification requirements.
- Knowledge of general law enforcement practices.
- Knowledge of federal, state, and agency policies and procedures.
- Knowledge of public safety rules, regulations, and terminology.
- Ability to understand the organization, operation, and services of the City, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Ability to understand, interpret, and apply general administrative and departmental policies and procedures.
- Ability to compile, maintain, process, and prepare a variety of records and reports.
- Ability to perform record searches quickly and accurately.
- Ability to work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Ability to exercise good judgment in maintaining critical and sensitive information, records, and reports.
- Ability to read, understand, and review documents for accuracy and relevant information.
- Ability to use applicable office terminology, forms, documents, and procedures in the course of the work.
- Ability to use sound judgment in following and applying appropriate laws, regulations, policies, and procedures.
- Ability to organize and prioritize work assignments.
- Ability to meet critical deadlines.
- Ability to deal successfully with the public, both in-person and over the telephone.
- Ability to courteously respond to community issues, concerns, and needs.
- Ability to understand and follow oral and written instructions.
- Ability to operate and use modern office equipment including a computer and various software packages.
- Ability to operate specialized automated law enforcement information systems including Police computer systems to access and maintain data.
- Ability to type and enter data accurately at a speed necessary for successful job performance.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

- Ability to provide courteous, effective customer service.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS

Associate's degree in Information Management, Office Management, Business Management or related field desired; Bachelor's degree preferred; three (3) to five (5) years of progressively responsible experience performing administrative support and clerical duties in a fast-paced environment; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Part-Time Police Officer
Department: Police
Pay Grade: 111
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for performing a variety of duties related to the protection of life and property and enforcement of laws and ordinances. Work involves proactive patrolling, crime prevention and investigation. Duties include responding to emergency and non-emergency calls for service, conducting preliminary investigations, making arrests, traffic control and enforcement, and carrying out other duties and related tasks.

In addition to the duties of a police officer, as described herein, this position is also responsible for providing general courtroom security, coordinating the transfer of inmates from local holding facilities to required court appearances, patrolling and monitoring government buildings and parks owned and operated by the city, and other duties as assigned.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Provides general courtroom security and coordinates the transfer of inmates from local holding facilities to required court appearances; participates in court activities; responds to court subpoenas; assists in preparing case files and evidence for court presentation; testifies and presents evidence during court.
- Receives, searches, and transports prisoners.
- Patrols designated areas of the City in car, by foot, or other means to preserve law and order, discover and prevent the commission of crimes, and enforce traffic and other laws and ordinances; maintains awareness of and remains alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress; issues warnings and citations.
- Responds to calls for the protection of life and property, the enforcement of laws and ordinances, general public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents, domestic disturbances, property control, civil complaints, animal control, and related incidents; responds to and provides assistance at a variety of public service type calls that are non-criminal in nature.
- Performs a full range of traffic enforcement duties; observes, monitors, and controls routine and unusual traffic conditions, assists and advises motorists; use speed detection devices; issues citations and warnings; investigates traffic accidents; coordinates traffic patterns during special events; conducts special enforcement details including DUI; seatbelt; and child safety seat checkpoints.
- Conducts preliminary investigations at scenes of incidents to which summoned, or incidents observed; determines what, if any crime has been committed; identifies, collects, preserves, processes, photographs, and logs evidence, locates and interviews victims and witnesses; identifies and interrogates suspects.

- Prepares and serves search and arrest warrants; apprehends and arrests offenders for crimes committed under Federal, State, and local laws and codes; controls and effectively processes individuals under the influences of drugs or alcohol or other potentially hostile situations.
- Detains, apprehends, and arrests, criminal suspects and law violators when necessary; follows proper procedures when making arrests. Transports arrestees to detention centers and oversees booking.
- Transports mental patients and detainees to prescribed locations as necessary.
- Serves warrants, summonses, subpoenas, civil, and other official papers. Seizes evidence and contraband uncovered in such duties.
- Directs traffic at fires, special events, and other emergency situations; provides traffic and crowd control at parades, festivals, riots, and other events.
- Provides assistance or backup support to other officers, emergency medical providers, fire department personnel, state, federal, and local law enforcement agencies, other public service agencies, provides emergency response on a twenty-four-hour basis needed.
- Conducts surveillance of known and suspected criminals. May be assigned to work undercover to obtain evidence of criminal activity in furtherance of investigations. May develop reliable informants and provide intelligence information to divisional and/or departmental personnel.
- Investigates complaints, accidents, or hazardous conditions which might endanger the public.
- Processes required paperwork during scheduled tour of duty. Requests and process status reports for driver's licenses and histories, criminal histories, and other information through NCIC and GCIC database.
- Serves as liaison and public relations officer for the assigned area; establishes and preserves good relationship with the public; addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary; attends community meetings and neighborhood association meetings on a regular and ad-hoc basis.
- Contacts and cooperates with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses; may respond to requests for assistance from agencies outside the City for mutual aid in the suppression of civil disturbances, apprehension of criminals or other related requests.
- Participates in continuous training to enhance law enforcement skills including defensive driving skills, apprehension and arrest techniques, investigation skills, and general law enforcement skills.
- Performs a variety of administrative and other types of duties in support of law enforcement services, programs, and activities; and attends meetings.
- Prepares a variety of reports including those on activities, operations, arrests made, unusual incidents observed; prepares investigative report and case information.
- Testifies in juvenile, civil, traffic, municipal and criminal courts, and prepares and presents evidence; responds to mandatory court calls during irregular hours.
- Answers questions from the public concerning local and State laws, procedures, and activities of the department.
- Maintains uniforms, weapons, and other assigned equipment in functional and presentable condition.
- Answers questions asked by the general public; works with juveniles and adults in related matters; refers public to persons or agencies which can provide further assistance as required.

- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or

provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

MINIMUM QUALIFICATIONS

At least 21 years of age, High school diploma or GED equivalency; Associate's degree in Political Science, Criminology, Criminal Justice, or related field preferred; one (1) to three (3) years of progressively responsible law enforcement experience; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Police Officer
Department: Police
Pay Grade: 111
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for performing a variety of duties related to the protection of life and property and enforcement of laws and ordinances. Work involves proactive patrolling, crime prevention and investigation. Duties include responding to emergency and non-emergency calls for service, conducting preliminary investigations, making arrests, traffic control and enforcement, and carrying out other duties and related tasks.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Patrols designated areas of the City in car, by foot, or other means to preserve law and order, discover and prevent the commission of crimes, and enforce traffic and other laws and ordinances; maintains awareness of and remains alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress; issues warnings and citations.
- Responds to calls for the protection of life and property, the enforcement of laws and ordinances, general public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents, domestic disturbances, property control, civil complaints, animal control, and related incidents; responds to and provides assistance at a variety of public service type calls that are non-criminal in nature.
- Performs a full range of traffic enforcement duties; observes, monitors, and controls routine and unusual traffic conditions, assists and advises motorists; use speed detection devices; issues citations and warnings; investigates traffic accidents; coordinates traffic patterns during special events; conducts special enforcement details including DUI; seatbelt; and child safety seat checkpoints.
- Conducts preliminary investigations at scenes of incidents to which summoned, or incidents observed; determines what, if any crime has been committed; identifies, collects, preserves, processes, photographs, and logs evidence, locates and interviews victims and witnesses; identifies and interrogates suspects.
- Prepares and serves search and arrest warrants; apprehends and arrests offenders for crimes committed under Federal, State, and local laws and codes; controls and effectively processes individuals under the influences of drugs or alcohol or other potentially hostile situations.
- Detains, apprehends, and arrests, criminal suspects and law violators when necessary; follows proper procedures when making arrests. Transports arrestees to detention centers and oversees booking.
- Transports mental patients and detainees to prescribed locations as necessary.

- Serves warrants, summonses, subpoenas, civil, and other official papers. Seizes evidence and contraband uncovered in such duties.
- Directs traffic at fires, special events, and other emergency situations; provides traffic and crowd control at parades, festivals, riots, and other events.
- Provides assistance or backup support to other officers, emergency medical providers, fire department personnel, state, federal, and local law enforcement agencies, other public service agencies, provides emergency response on a twenty-four-hour basis needed.
- Conducts surveillance of known and suspected criminals. May be assigned to work undercover to obtain evidence of criminal activity in furtherance of investigations. May develop reliable informants and provide intelligence information to divisional and/or departmental personnel.
- Investigates complaints, accidents, or hazardous conditions which might endanger the public.
- Processes required paperwork during scheduled tour of duty. Requests and process status reports for driver's licenses and histories, criminal histories, and other information through NCIC and GCIC database.
- Serves as liaison and public relations officer for the assigned area; establishes and preserves good relationship with the public; addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary; attends community meetings and neighborhood association meetings on a regular and ad-hoc basis.
- Contacts and cooperates with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses; may respond to requests for assistance from agencies outside the City for mutual aid in the suppression of civil disturbances, apprehension of criminals or other related requests.
- Participates in continuous training to enhance law enforcement skills including defensive driving skills, apprehension and arrest techniques, investigation skills, and general law enforcement skills.
- Performs a variety of administrative and other types of duties in support of law enforcement services, programs, and activities; and attends meetings.
- Prepares a variety of reports including those on activities, operations, arrests made, unusual incidents observed; prepares investigative report and case information.
- Testifies in juvenile, civil, traffic, municipal and criminal courts, and prepares and presents evidence; responds to mandatory court calls during irregular hours.
- Answers questions from the public concerning local and State laws, procedures, and activities of the department.
- Maintains uniforms, weapons, and other assigned equipment in functional and presentable condition.
- Answers questions asked by the general public; works with juveniles and adults in related matters; refers public to persons or agencies which can provide further assistance as required.
- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS:

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures;

perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

MINIMUM QUALIFICATIONS

At least 21 years of age, High school diploma or GED equivalency; Associate's degree in Political Science, Criminology, Criminal Justice, or related field preferred; one (1) to three (3) years of progressively responsible law enforcement experience; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Senior Police Officer
Department: Police
Pay Grade: 112
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for performing a variety of duties related to the protection of life and property and enforcement of laws and ordinances. Work involves proactive patrolling, crime prevention and investigation. Duties include responding to emergency and non-emergency calls for service, conducting preliminary investigations, making arrests, traffic control and enforcement, and carrying out other duties and related tasks.

In addition to the duties of a police officer, as described herein, this position is also responsible for providing field training for new police officers and/or specialized training for other sworn and non-sworn personnel. A Senior Police Officer must have four years of experience working as a sworn Police Officer, including at least two years assigned to patrol. A Senior Police Officer must possess a Field Training Officer and/or Instructor Certification, or both.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Provides field training for new police officers and/or instruction for sworn and non-sworn personnel.
- Verifies the work of new police officers and trainees for accuracy, proper work methods, techniques, and compliance with application of standards and specifications; ensure adherence to safe work practices and procedures.
- Patrols designated areas of the City in car, by foot, or other means to preserve law and order, discover and prevent the commission of crimes, and enforce traffic and other laws and ordinances; maintains awareness of and remains alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress; issues warnings and citations.
- Responds to calls for the protection of life and property, the enforcement of laws and ordinances, general public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents, domestic disturbances, property control, civil complaints, animal control, and related incidents; responds to and provides assistance at a variety of public service type calls that are non-criminal in nature.
- Performs a full range of traffic enforcement duties; observes, monitors, and controls routine and unusual traffic conditions, assists and advises motorists; use speed detection devices; issues citations and warnings; investigates traffic accidents; coordinates traffic patterns during special events; conducts special enforcement details including DUI; seatbelt; and child safety seat checkpoints.
- Conducts preliminary investigations at scenes of incidents to which summoned, or incidents observed; determines what, if any crime has been committed; identifies, collects,

preserves, processes, photographs, and logs evidence, locates and interviews victims and witnesses; identifies and interrogates suspects.

- Prepares and serves search and arrest warrants; apprehends and arrests offenders for crimes committed under Federal, State, and local laws and codes; controls and effectively processes individuals under the influences of drugs or alcohol or other potentially hostile situations.
- Detains, apprehends, and arrests, criminal suspects and law violators when necessary; follows proper procedures when making arrests. Transports arrestees to detention centers and oversees booking.
- Transports mental patients and detainees to prescribed locations as necessary.
- Serves warrants, summonses, subpoenas, civil, and other official papers. Seizes evidence and contraband uncovered in such duties.
- Directs traffic at fires, special events, and other emergency situations; provides traffic and crowd control at parades, festivals, riots, and other events.
- Provides assistance or backup support to other officers, emergency medical providers, fire department personnel, state, federal, and local law enforcement agencies, other public service agencies, provides emergency response on a twenty-four-hour basis needed.
- Conducts surveillance of known and suspected criminals. May be assigned to work undercover to obtain evidence of criminal activity in furtherance of investigations. May develop reliable informants and provide intelligence information to divisional and/or departmental personnel.
- Investigates complaints, accidents, or hazardous conditions which might endanger the public.
- Processes required paperwork during scheduled tour of duty. Requests and process status reports for driver's licenses and histories, criminal histories, and other information through NCIC and GCIC database.
- Serves as liaison and public relations officer for the assigned area; establishes and preserves good relationship with the public; addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary; attends community meetings and neighborhood association meetings on a regular and ad-hoc basis.
- Contacts and cooperates with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses; may respond to requests for assistance from agencies outside the City for mutual aid in the suppression of civil disturbances, apprehension of criminals or other related requests.
- Participates in continuous training to enhance law enforcement skills including defensive driving skills, apprehension and arrest techniques, investigation skills, and general law enforcement skills.
- Performs a variety of administrative and other types of duties in support of law enforcement services, programs, and activities; and attends meetings.
- Prepares a variety of reports including those on activities, operations, arrests made, unusual incidents observed; prepares investigative report and case information.
- Testifies in juvenile, civil, traffic, municipal and criminal courts, and prepares and presents evidence; responds to mandatory court calls during irregular hours.
- Answers questions from the public concerning local and State laws, procedures, and activities of the department.
- Maintains uniforms, weapons, and other assigned equipment in functional and presentable condition.

- Answers questions asked by the general public; works with juveniles and adults in related matters; refers public to persons or agencies which can provide further assistance as required.
- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and

distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

MINIMUM QUALIFICATIONS

At least 21 years of age, High school diploma or GED equivalency; Associate's degree in Political Science, Criminology, Criminal Justice, or related field preferred; four (4) to six (6) years of progressively responsible law enforcement experience including at least two years assigned to patrol; must possess a Field Training Officer and/or Instructor Certification; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Canine Officer
Department: Police
Pay Grade: 112
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for performing a variety of duties related to the protection of life and property and enforcement of laws and ordinances. Work involves proactive patrolling, crime prevention and investigation. Duties include responding to emergency and non-emergency calls for service, conducting preliminary investigations, making arrests, traffic control and enforcement, and carrying out other duties and related tasks with the assistance of a Police Canine. A Canine Officer must have four years of experience working as a sworn Police Officer, including at least two years assigned as a Canine Officer. A Canine Officer must possess a Canine Handler Certification.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Patrols the streets with a specially trained canine to ensure the safety of public and property as part of patrol duties.
- Conducts searches with specially trained canines in support of sworn personnel to expedite the location and tracking of missing persons, the arrest of offenders, the investigation and response to incidents in an effort to enforce laws.
- Handles canines in pursuit of detecting drugs, smuggled items and other types of narcotics and evidence.
- Performs detection duties such as quickly searching cars, homes, businesses, and yards with canines.
- Handles and ensures obedience from canine through extensive instructional programs and off duty training.
- Maintains physical care of assigned canine by consistently grooming, ensuring a healthy diet, regular walks, comfortable sleeping environment, and ongoing general training.
- Interacts with the community at schools, hospitals, civic organizations, City events, etc.
- Attends specialized training as required and stays abreast of various issues related to the care of canines as well as new areas where they can be used through continued education.
- Patrols designated areas of the City in car, by foot, or other means to preserve law and order, discover and prevent the commission of crimes, and enforce traffic and other laws and ordinances; maintains awareness of and remains alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress; issues warnings and citations.
- Responds to calls for the protection of life and property, the enforcement of laws and ordinances, general public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents, domestic disturbances, property control, civil complaints, animal control, and related incidents; responds to and provides assistance at a variety of public service type calls that are non-criminal in nature.

- Performs a full range of traffic enforcement duties; observes, monitors, and controls routine and unusual traffic conditions, assists and advises motorists; use speed detection devices; issues citations and warnings; investigates traffic accidents; coordinates traffic patterns during special events; conducts special enforcement details including DUI; seatbelt; and child safety seat checkpoints.
- Conducts preliminary investigations at scenes of incidents to which summoned, or incidents observed; determines what, if any crime has been committed; identifies, collects, preserves, processes, photographs, and logs evidence, locates and interviews victims and witnesses; identifies and interrogates suspects.
- Prepares and serves search and arrest warrants; apprehends and arrests offenders for crimes committed under Federal, State, and local laws and codes; controls and effectively processes individuals under the influences of drugs or alcohol or other potentially hostile situations.
- Detains, apprehends, and arrests, criminal suspects and law violators when necessary; follows proper procedures when making arrests. Transports arrestees to detention centers and oversees booking.
- Transports mental patients and detainees to prescribed locations as necessary.
- Serves warrants, summonses, subpoenas, civil, and other official papers. Seizes evidence and contraband uncovered in such duties.
- Directs traffic at fires, special events, and other emergency situations; provides traffic and crowd control at parades, festivals, riots, and other events.
- Provides assistance or backup support to other officers, emergency medical providers, fire department personnel, state, federal, and local law enforcement agencies, other public service agencies, provides emergency response on a twenty-four-hour basis needed.
- Conducts surveillance of known and suspected criminals. May be assigned to work undercover to obtain evidence of criminal activity in furtherance of investigations. May develop reliable informants and provide intelligence information to divisional and/or departmental personnel.
- Investigates complaints, accidents, or hazardous conditions which might endanger the public.
- Processes required paperwork during scheduled tour of duty. Requests and process status reports for driver's licenses and histories, criminal histories, and other information through NCIC and GCIC database.
- Serves as liaison and public relations officer for the assigned area; establishes and preserves good relationship with the public; addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary; attends community meetings and neighborhood association meetings on a regular and ad-hoc basis.
- Contacts and cooperates with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses; may respond to requests for assistance from agencies outside the City for mutual aid in the suppression of civil disturbances, apprehension of criminals or other related requests.
- Participates in continuous training to enhance law enforcement skills including defensive driving skills, apprehension and arrest techniques, investigation skills, and general law enforcement skills.
- Performs a variety of administrative and other types of duties in support of law enforcement services, programs, and activities; and attends meetings.
- Prepares a variety of reports including those on activities, operations, arrests made, unusual incidents observed; prepares investigative report and case information.

- Testifies in juvenile, civil, traffic, municipal and criminal courts, and prepares and presents evidence; responds to mandatory court calls during irregular hours.
- Answers questions from the public concerning local and State laws, procedures, and activities of the department.
- Maintains uniforms, weapons, and other assigned equipment in functional and presentable condition.
- Answers questions asked by the general public; works with juveniles and adults in related matters; refers public to persons or agencies which can provide further assistance as required.
- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

MINIMUM QUALIFICATIONS

At least 21 years of age, High school diploma or GED equivalency; Associate's degree in Political Science, Criminology, Criminal Justice, or related field preferred; four (4) to six (6) years of progressively responsible law enforcement experience including at least two years assigned as a canine handler; must possess a Canine Handler Certification; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Crime Scene Investigator
Department: Police
Pay Grade: 113
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for documentation, collection, preservation, and processing of evidence at crime scenes. Work also consists of storage, maintenance, transfer, and overall administration of property and evidence. Duties include evaluation of crime scenes using various types of equipment; securing, and packaging physical evidence for scientific evaluation; preparing detailed reports on the observations and activities at crime scenes; testifying in court regarding the findings and processing methods used at the scene, receiving and maintaining detailed custody records of evidence and personal property, transferring property and evidence to courts, obtaining court orders for evidence disposition, and other duties as assigned.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Processes major crime scenes and other crime scenes as requested.
- Collects evidence to include physical, trace and latent prints.
- Photographs and prepares diagrams of crime scenes and accident scenes to collect, preserve and document evidence.
- Records crime scenes and accident scenes to preserve and document evidence.
- Prepares a variety of reports of all crime scene procedures.
- Processes evidence for latent prints by examining item, chemically treating item, photographing latent prints, and preparing a report.
- Submits latent prints to AFIS.
- Maintains files of latent prints recovered.
- Performs comparison of latent prints to known prints.
- Maintains forensic lab equipment.
- Prepares various reports and presentations for court.
- Attends autopsies to photograph and document injuries to collect, preserve and document evidence as needed.
- Testifies in court about evidence processed and collected.
- Maintains all records pertaining to the receipt, storage, and disposition of all property and evidence.
- Maintains an accurate inventory of all property and evidence.
- Disposes of all property and evidence in accordance with all state laws and agency policy and procedure.
- Coordinates the process of transporting evidence to the crime lab.
- Ensures compliance with agency policy and procedure for evidence/property storage.
- Handles items of evidence and property, to show the continuity of the chain of custody and security.

- Performs routine clerical work; duties may include logging in materials and documents, entering data and information into computerized files, filing, and retrieving materials from manual or computerized filing system, typing correspondence, memos and other short documents, and sorting documents.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of principles, practices, methods, and techniques of maintaining and processing evidence and property including those used in the collection, handling, preservation, labeling, storage, and disposition of evidence and property.
- Knowledge of photographic and identification techniques used in law enforcement; fingerprint collection; and computer use and techniques.
- Knowledge of trace evidence and blood, bodily fluid, and DNA collection techniques.
- Knowledge of modern office practices, equipment, methods, and procedures for crime scene processing.
- Knowledge of standard policies, procedures, programs, and services as they relate to crime scene processing and property and evidence.
- Knowledge of state laws, practices and procedures related to municipal police departments and the handling of evidence.
- Knowledge of court procedures.
- Knowledge of relationships and interactions between court structures and criminal justice agencies as it relates to the collection, preservation, and presentation of evidence.
- Knowledge of occupational hazards and safety practices necessary to the area of work
- Skill in managing competing priorities on multiple projects and ability to meet deadlines.
- Skill in operation of issued equipment and motor vehicle.
- Ability to learn and become proficient in the use of various types of forensic equipment.
- Ability to maintain confidential and sensitive material.
- Ability to understand and carry out complex verbal and written instructions.
- Ability to deal tactfully and courteously with employees and the general public.
- Ability to communicate clearly and effectively, verbally and in writing.
- Ability to manage stressful situations.
- Ability to operate photographic equipment.
- Ability to operate modern office equipment including computer equipment and associated software.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (25-50 pounds); work efficiently for long periods of time; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

MINIMUM QUALIFICATIONS

Associate's degree in Forensic Science, Political Science, Criminology, Criminal Justice, or related field desired; Bachelor's degree preferred; four (4) to six (6) years of progressively responsible crime scene investigation experience; must possess Crime Scene Technician Certification or be able to obtain certification within one year; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Investigator
Department: Police
Pay Grade: 113
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for the investigation of reported or suspected criminal activity and the prosecution of federal, state, and local laws. The Investigator performs a variety of duties including gathering, analyzing, and evaluating facts and evidence, processing crime scenes, conducting interviews, monitoring suspects, obtaining search and arrest warrants, participating in raids and arrests, and other duties as assigned. Work requires independent judgment and discretion in difficult or unusual situations.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Investigates reports of crimes in progress, reports of recently discovered crimes, and incident reports prepared by police officers.
- Identifies possible witnesses and suspects through independent investigation or reports of other officers or witnesses; conducts interviews to gather information regarding criminal incidents and records statements made.
- Maintains control over physical evidence gathered.
- Determines probable cause to search, obtains search warrant from appropriate courts, and personally conducts searches authorized; describes reason for arrest and obtains arrest warrants from appropriate court, and either personally makes arrest or turns warrant over to uniform patrol division or other law enforcement agency for service.
- Detains and arrests suspects; protects the rights of individuals in custody; processes arrested persons by obtaining identification and prior arrest record information, recording all property and evidence seized, and transporting suspects to jail.
- Gathers all information related to a case; determines, either personally or with assistance of supervisor, when case is complete and submits information assembled to court system for prosecution; assists court system with additional investigation as required; appears as a witness in local, state, and federal courts to provide testimony regarding cases investigated.
- Prepares a variety of records and reports including supplemental reports of investigations.
- Completes and maintains a wide variety of departmental reports in compliance with departmental and legal policies and procedures.
- Reviews incident reports and arrest records to determine patterns of criminal activity.
- Maintains contacts with community members who may be able to provide information regarding possible criminal activities.
- Communicates in person, by telephone, or by mail with other police and public safety agencies to gather information regarding cases.
- Conducts stakeouts and undercover operations as necessary.

- Maintains assigned uniform, vehicle, and equipment in accordance with departmental policy and procedures.
- Participates in departmental training programs.
- Performs uniform patrol duties when required.
- Participates in departmental meetings, job related conferences, seminars; community services related events and/or in-service training programs.
- Performs specialized assignments as required, including administrative, technical, training and/or investigative roles in other divisions within the department.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of common office productivity software, computers, and other office/technical equipment.
- Knowledge of investigative resources including digital databases and other information sources.
- Knowledge of computer capabilities for obtaining optimal results from available applications.
- Knowledge of filing/record keeping principles and methods.
- Ability to organize and review work for efficient results and accuracy.
- Ability to handle a multitude of diverse tasks simultaneously while maintaining attention to detail for the purpose of ensuring accuracy in task performance.
- Ability to exercise discretion in matters of a sensitive and confidential nature.
- Ability to read, comprehend and interpret detailed, complex written material.
- Ability to prepare clear, concise written reports.
- Ability to analyze complex ideas or activities into smaller parts; simultaneously consider numerous facts, perceive patterns and relationships, develop theories about past occurrences based on numerous small bits of information or evidence, compare and interpret information, recognize and examine discrepancies, and draw logical conclusions.
- Ability to manage time sufficient to prioritize and combine investigations when practicable to ensure timely completion.
- Ability to manage multiple cases simultaneously.
- Ability to remain calm and focused when interviewing distraught, angry, or combative persons.
- Ability to listen, in person and on the telephone, as required to pay close attention to what is being said and ask follow-up questions.
- Ability to develop pertinent questions for interviews, perceive when the person being interviewed has not understood, rephrase/clarify questions, follow-up on unanswered questions or conflicting statements and keep the interview focused on the material to be covered.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.

- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT:

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Associate's degree in Political Science, Criminology, Criminal Justice, or related field desired; Bachelor's degree preferred; four (4) to six (6) years of progressively responsible law enforcement experience to include two (2) years as an investigator; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Background & Recruitment Investigator
Department: Police
Pay Grade: 113
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for recruiting, hiring, and conducting background checks on police department employees to discover false or misreported information related to previous employment, criminal history, education, or credit. This role requires thorough investigative skills and a high level of data analysis, as well as the ability to independently verify information. Work also consists of coordinating with Human Resources on City hiring and onboarding processes.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Plans, directs and coordinates recruiting and hiring activities for the Police Department.
- Reviews completed background interview forms of Police Department applicants, checking for inconsistencies, errors, omissions, falsifications, and minimum requirements to ensure accuracy and completion before beginning initial candidate interviews.
- Obtains and reviews records from State and Municipal law enforcement agencies, where candidate has resided to determine if candidate was a witness, victim, suspect or perpetrator of any crime.
- Obtains and reviews arrest reports if needed.
- Obtains and reviews reports from credit reporting agencies to evaluate candidate's financial responsibility.
- Conducts background investigations by interviewing employers, co-workers, neighbors, law enforcement officials, military personnel, members of the candidate's family and personal references.
- Makes additional inquiries to assist in determining credibility of statements.
- Observes each person being interviewed for the presence or absence of physical indicators of intoxication, the use of controlled substances, truthfulness, etc.
- Prepares detailed and complete interview statements for each person being interviewed to allow a reviewer to draw reasonable and logical conclusions about the prospective candidates.
- Prepares final background investigation package for presentation to supervision and management by organizing all investigative material in accordance with established procedures.
- Meets regularly with management and/or candidate to keep them apprised of the status of the investigation.
- Prepares detailed summary of adverse information based upon objective analysis and evaluation of candidate's background, and interviewee statements, as measured against requirement standards.
- Completes background packages for review and final recommendation.

- Coordinates with Human Resources on City hiring and onboarding processes
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Ability to utilize appropriate investigative techniques for administrative investigation to frame a reflective image of a candidate's background.
- Knowledge of effective pre-employment background investigative procedures, including investigative interviews and operation of truth verification instruments.
- Knowledge of common office productivity software, computers, and other office/technical equipment.
- Knowledge of investigative resources including digital databases and other information sources.
- Knowledge of computer capabilities for obtaining optimal results from available applications.
- Knowledge of filing/record keeping principles and methods.
- Ability to organize and review work for efficient results and accuracy.
- Ability to handle a multitude of diverse tasks simultaneously while maintaining attention to detail for the purpose of ensuring accuracy in task performance.
- Ability to exercise discretion in matters of a sensitive and confidential nature.
- Ability to read, comprehend and interpret detailed, complex written material.
- Ability to prepare clear, concise written reports.
- Ability to analyze complex ideas or activities into smaller parts; simultaneously consider numerous facts, perceive patterns and relationships, develop theories about past occurrences based on numerous small bits of information or evidence, compare and interpret information, recognize and examine discrepancies, and draw logical conclusions.
- Ability to manage time sufficient to prioritize and combine investigations when practicable to ensure timely completion.
- Ability to manage multiple cases simultaneously.
- Ability to remain calm and focused when interviewing distraught, angry, or combative persons.
- Ability to listen, in person and on the telephone, as required to pay close attention to what is being said and ask follow-up questions.
- Ability to develop pertinent questions for interviews, perceive when the person being interviewed has not understood, rephrase/clarify questions, follow-up on unanswered questions or conflicting statements and keep the interview focused on the material to be covered.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.

- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Associate's degree in Political Science, Criminology, Criminal Justice, or related field desired; Bachelor's degree preferred; four (4) to six (6) years of progressively responsible law enforcement experience to include two (2) years as an investigator; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Corporal
Department: Police
Pay Grade: 114
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position provides assistant to the Sergeant in supervising and training personnel assigned to a division of the Police Department, which may include Field Services, Investigative Services, or Support Services. The Corporal performs a variety of administrative duties, as directed by the Sergeant, including directing and overseeing the activities of assigned personnel, reporting, staffing, training, evaluation and reviewing of various reports generated by personnel within assigned shift/unit. Work also consists of duties involving the preservation of public peace, protection of lives, property and rights of the public, enforcement of statutory laws and municipal ordinances, and other duties as assigned.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- In the absence of the Sergeant, supervises on-duty personnel; directs the daily activities of a unit through subordinate employees; coordinates shift activities and exchange of pertinent information with other shifts, departments, jurisdictions, or outside agencies.
- Maintains continuity of command by assuming duties and responsibilities of the Sergeant in their absence.
- Keeps the Sergeant informed of problems, services, and activities of the unit.
- Assists in overseeing and supervising major incidents, investigations, and arrests.
- Maintains communication with the Commander, Lieutenant Commander and Sergeant regarding major incidents, accidents, or other emergencies.
- Assists with ensuring departmental rules and regulations and work methods and procedures are followed.
- Provides field training for new police officers.
- Verifies the work of new police officers for accuracy, proper work methods, techniques, and compliance with application of standards and specifications; ensure adherence to safe work practices and procedures.
- Advises and assists subordinates as to priorities, procedures, and ensures compliance with departmental rules and regulations.
- In the absence of the Sergeant, schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Assigns, coordinates, and reviews subordinate's work as directed by the Sergeant.
- Completes daily attendance forms and duty roster as directed by the Sergeant.
- Maintains administrative records and files (such as time logs, leave requests, duty rosters, and electronic time sheets) as directed by the Sergeant.

- Identifies personnel training needs and makes recommendations for specialized training.
- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.
- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- In the absence of the Sergeant, conducts roll call duties and ensures that all information is passed from one shift to another,
- Ensures the maintenance of officers' uniforms, vehicles, and equipment in accordance with department policies and procedures.
- In the absence of the Sergeant, inspects subordinate personnel for fitness for duty; instructs and advises personnel in their work and/or in practices and procedures to be followed in law enforcement, crime prevention, support services, and related activities.
- In the absence of the Sergeant, reviews, approves, and evaluates a variety of administrative reports and forms for completeness and accuracy (i.e., incident reports, investigation reports, warrants).
- In the absence of the Sergeant, prepares necessary reports (i.e., shift activity reports, case status updates, event action plans, and after-action reports).
- Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems; responds to requests for service or assistance.
- Participates in departmental meetings, job related conferences, seminars, community services related events and/or in-service training programs.
- Assists with general law enforcement functions as needed; monitors and utilizes radio to provide support and advice to personnel, assisting dispatchers with directing calls as necessary; prevents/discovers commission of crime, issues citations, and makes arrests; performs rescue functions at accidents, emergencies, and disasters; maintains high visibility in the community.
- Attends court and testifies in judicial proceedings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to supervise, direct and coordinate the work of sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative and technical reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.

- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Associate's degree in Political Science, Criminology, Criminal Justice, or related field desired; Bachelor's degree preferred; four (4) to six (6) years of progressively responsible law enforcement experience to include two (2) years as a field training officer or investigator; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Criminal Intelligence Analyst
Department: Police
Pay Grade: 115
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for providing tactical, strategic, and administrative analysis using crime data and other information gathered from multiple sources to assist with the planning and deployment of police resources. Work also consists of conducting analysis for the purpose of identifying, interpreting, and forecasting criminal activity, patterns, trends, and other duties as assigned.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Conducts comprehensive analysis of data and information and creates a variety of reporting products that can be used by department personnel for multiple purposes.
- Performs tactical and strategic analysis of the city's crime data and criminal intelligence for the purpose of aiding in the development of strategies for crime suppression or offender apprehension.
- Provides administrative analysis that can be used for planning or decision-making tasks related to department operations such as resource allocation, patrol area reconfiguration, and other analysis as requested.
- Helps ensure that collected data is accurate and reported correctly.
- Utilizes computer equipment and software programs to enter, analyze, compile, research, retrieve, and query information from databases and computer-aided dispatch (CAD) records.
- Prepares a variety of daily, weekly, monthly, annual, or on-request analysis reports
- Responds to requests from command and supervisory personnel for analysis information, which may require attendance at various meetings or briefings.
- Provides crime and intelligence analysis in support of the department's Intelligence Led Policing process.
- Makes recommendations about how crime and intelligence analysis may be used to combat crime and address other public safety concerns.
- Interprets information, collects, and categorizes data that describes frequency of crimes as well as a variety of factors and descriptors related to crime patterns.
- Participates in the investigative process through analytical examination of data and intelligence, preparing demonstrative evidence products for court as needed, and identifying case linkages in support of successful prosecution.
- Maintains criminal intelligence databases in accordance with established guidelines.
- Conducts open-source research and data analysis of social media for potential criminal activity and/or threats to the community.
- Prepares and disseminates actionable intelligence reports and crime bulletins in a timely manner.
- Communicates courteously and professionally and maintains positive working relationships with others in carrying out job functions.

- Frequently interacts with department personnel, the public, vendors, and other outside representatives to exchange detailed and/or technical information.
- Prepares for and actively participates in briefings and meetings.
- Conducts presentations to a variety of audiences.
- Performs other duties and activities as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of computer data systems, statistical analysis, and mapping programs.
- Knowledge of principles of statistics and quantitative analysis, qualitative analysis, demographic and social variables affecting public safety.
- Skill in computer applications and programs associated with the position (i.e., Microsoft Office suite).
- Ability to maintain excellent interpersonal, initiative, teamwork, problem solving, independent judgment, organization, communication (verbal and written), time management, project management and presentation skills.
- Strong attention to detail and research skills.
- Ability to perform data collection and analysis using various methods such as random sampling, correlation, regression, and probability.
- Ability to conduct quantitative analysis of data for the purpose of crime pattern detection, suspect crime correlations, profiles, and crime forecasting.
- Ability to conduct fact finding research and data comparisons using multiple collection methods.
- Ability to maintain confidentiality of departmental information.
- Ability to review, classify, categorize, and prioritize data for the purpose of recognizing actual or probable interactive effects.
- Ability to handle multiple tasks or projects at one time meeting assigned deadlines.
- Basic math skills including addition, subtraction, multiplication, and division using whole numbers, fractions, and decimals.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Great mental effort is required daily; moderate mental pressure and fatigue exist during a normal workday due to constant exposure to deadlines; Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS

Bachelor's degree from an accredited college or university that includes major course-work in statistics, crime or intelligence analysis, criminology, research methodology, computer science, or closely related field along with two (2) to four (4) years of work experience within these fields; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Accreditation Manager
Department: Police
Pay Grade: 116
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for the Law Enforcement Certification and/or Accreditation process for the Police Department. The Accreditation Manager will serve as the department liaison with the Georgia Association of Chiefs of Police (GACP) or the Commission on Accreditation for Law Enforcement Agencies (CALEA). Duties include assisting staff in resolving quality assurance and non-compliance issues and findings; monitoring measures designed to meet standards; completing, updating, and submitting required reports, documents and forms pursuant to policy/procedure; maintaining standards files for primary and secondary proofs of compliance; drafting, updating and maintaining department policies; preparing the department for accreditation/certification recognitions, and other duties as assigned.

MAJOR DUTIES:

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Performs a variety of complex administrative and professional assistance work in planning, coordinating, and managing the implementation, maintenance and adherence to the police department's certification or accreditation.
- Oversees the certification or accreditation process, including assessments.
- Evaluates and reports the efficiency and effectiveness of the accreditation or certification program.
- Plans and monitors mock and on-site assessments and maintains appropriate records relating to accreditation activities.
- Maintains all files for compliance with the certification or accreditation process.
- Ensures proper training for police department employees on all new and revised policies.
- Conducts employee orientation training regarding the accreditation process.
- Writes and/or reviews all new and revised policies to ensure compliance with standards.
- Coordinates with City legal staff when required for proofing of policies for adherence with all applicable laws.
- Acts as a liaison between police administration, other department employees and outside agencies in all accreditation efforts.
- Maintains a standard format for policies to be reviewed and revised on a scheduled basis.
- Regularly reports to the Chief of Police or designee and key staff on certification or accreditation compliance.
- Maintains data entry of policy compliance in the established automated system.
- Directs on-site inspections of compliance.
- Prepares and submits annual agency reports as required.
- Assists with special projects and assignments by conducting research and planning and assists with presentations as needed.
- Represents the police department at local, regional and national conferences and meetings related to the accreditation or certification process as determined by the Chief of Police or designee.

- Using excellent customer service skills, establishes and maintains effective working relationships with other employees, officials, and all members of the general public.
- Performs other duties and responsibilities as directed.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Knowledge and understanding of GACP – Certification Standards and the CALEA accreditation processes required.
- Knowledge of modern law enforcement principles, procedures, techniques, and equipment preferred.
- Knowledge of database principles and practices, as well as computer and software applications as it relates to reporting and analysis of data.
- Knowledge of effective communication practices.
- Knowledge of government structure and leadership.
- Knowledge of research techniques, statistical gathering, and analysis.
- Skilled in the effective operation of modern office and computer equipment and various software packages, including but not limited to Word, Excel, PowerPoint, and Access.
- Skilled in effective communication techniques, both orally and in writing.
- Skilled in effective time management and resources utilization.
- Skilled in establishing a rapport and eliciting cooperation from co-workers and the public.
- Ability to analyze situations objectively and determine proper courses of action to be taken.
- Ability to gather, organize, evaluate, and analyze data.
- Ability to manage multiple projects at one time, skilled in effective time management and resource utilization, and able to adapt quickly to changing situations that may adversely affect previous plans, schedules, and routines.
- Ability to work independently in the absence of specific instructions or supervision by following verbal and /or written instructions effectively.
- Ability to act as a lobbyist in accreditation matters before various GACP or CALEA committees.
- Experience in preparing and submitting written reports or other documents to regulatory or compliance agencies preferred.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Great mental effort is required daily; moderate mental pressure and fatigue exist during a normal workday due to constant exposure to deadlines; frequent contact with high-profile individuals. Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; four (4) to six (6) years of progressively responsible professional level experience involving research methods, organization, preparation, and coordination of a wide range of projects, reports, and files; Previous experience as an accreditation manager required; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Sergeant
Department: Police
Pay Grade: 116
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for first-line supervision and training of personnel assigned to a division of the Police Department, which may include Field Services, Investigative Services, or Support Services. The Sergeant performs a variety of administrative duties including directing and overseeing the activities of assigned personnel, reporting, staffing, training, evaluation and reviewing of various reports generated by personnel within assigned shift/unit. Work also consists of duties involving the preservation of public peace, protection of lives, property and rights of the public, enforcement of statutory laws and municipal ordinances, and other duties as assigned.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Supervises on-duty personnel; directs the daily activities of a unit through subordinate employees; coordinates shift activities and exchange of pertinent information with other shifts, departments, jurisdictions, or outside agencies.
- Maintains continuity of command by assuming duties and responsibilities of the Lieutenant Commander in their absence.
- Keeps the Commander and Lieutenant Commander informed of problems, services, and activities of the unit.
- Oversees and supervises major incidents, investigations, and arrests to advise and act as the Incident Commander.
- Maintains communication with the Commander and Lieutenant Commander regarding major incidents, accidents, or other emergencies.
- Ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Directs or personally investigates citizen complaints about police personnel conduct and services.
- Establishes and develops unit goals and objectives and ensures that goals and objectives are reached.
- Advises and assists subordinates as to priorities, procedures, and ensures compliance with departmental rules and regulations.
- Schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Assigns, coordinates, and reviews subordinate's work.
- Completes daily attendance forms and duty roster
- Maintains administrative records and files (such as time logs, leave requests, duty rosters, and electronic time sheets).
- Identifies personnel training needs and makes recommendations for specialized training.

- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.
- Responds to complaints and questions related to law enforcement issues and activities; mediates disputes; provides information, researches problems, and initiates problem resolution.
- Conducts roll call duties and ensures that all information is passed from one shift to another.
- Ensures the maintenance of officers' uniforms, vehicles, and equipment in accordance with department policies and procedures.
- Inspects subordinate personnel for fitness for duty; instructs and advises personnel in their work and/or in practices and procedures to be followed in law enforcement, crime prevention, support services, and related activities.
- Reviews, approves, and evaluates a variety of administrative reports and forms for completeness and accuracy (i.e., incident reports, investigation reports, warrants).
- Prepares necessary reports (i.e., shift activity reports, case status updates, event action plans, and after-action reports).
- Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems; responds to requests for service or assistance.
- Participates in departmental meetings, job related conferences, seminars, community services related events and/or in-service training programs.
- Assists with general law enforcement functions as needed; monitors and utilizes radio to provide support and advice to personnel, assisting dispatchers with directing calls as necessary; prevents/discovers commission of crime, issues citations, and makes arrests; performs rescue functions at accidents, emergencies, and disasters; maintains high visibility in the community.
- Attends court and testifies in judicial proceedings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to supervise, direct and coordinate the work of sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative and technical reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.

- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; five (5) to seven (7) years of progressively responsible law enforcement experience to include two (2) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Department Training Officer (Sergeant)
Department: Police
Pay Grade: 116
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for first-line supervision and training of personnel assigned to a division of the Police Department, which may include Field Services, Investigative Services, or Support Services. The Sergeant performs a variety of administrative duties including directing and overseeing the activities of assigned personnel, reporting, staffing, training, evaluation and reviewing of various reports generated by personnel within assigned shift/unit. Work also consists of duties involving the preservation of public peace, protection of lives, property and rights of the public, enforcement of statutory laws and municipal ordinances, and other duties as assigned.

In addition to the duties of a sergeant, as described the sergeant job description, this position is also responsible for the development, implementation, management, and evaluation of training programs for the Police Department to ensure that all personnel are highly qualified and well trained to perform their duties. Duties include coordinating the Police Department's field training, in-service, and specialized training programs and ensuring sworn employees meet training requirements established by the Georgia Peace Officer Standards and Training Council (POST).

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Plans, organizes, and implements all aspects of training needs for sworn and non-sworn personnel.
- Reviews, maintains, updates, and submits employee training records to comply with the Georgia Peace Officer Standards and Training Council (POST) requirements.
- Oversee training curricula, materials, and personnel.
- Assesses departmental training needs and meets those needs by aligning with subject matter experts to design and deliver instruction.
- Develops training manuals, handbooks, and reference resources.
- Identifies internal and external training programs to address competency gaps.
- Reviews and evaluates course materials for completeness, accuracy, and relevance.
- Identifies, evaluates, and trains department instructors.
- Evaluate the delivery and effectiveness of courses provided through the Training Unit.
- Provides guidance to individual employees on training plans and resources.
- Presents and facilitates training programs.
- Facilitates learning through a wide variety of delivery methods including classroom instruction, virtual training, and on the job training.
- Designs assessment tools to measure training effectiveness and reports assessment and design benchmarks for future training effectiveness.
- Evaluates and makes recommendations on training material, resources, and methodology.
- Maintains employee training records and on-going training needs.
- Coordinates and handles training logistics and activities including training venues and equipment.

- Sources and maintains relationships with external training vendors and suppliers.
- Manages and oversees training budget.
- Coordinates with the Office of Professional Standards (OPS) to guide recruits from hiring through training.
- Maintains regular contact with the appropriate academy about recruit progress.
- Reviews recruit performance oversees remediation training as necessary and recommends appropriate actions to the Division Commander.
- Manages the Field Training Officer (FTO) program by collecting and reviewing Daily Observation Reports, communicating regularly with the Field Training Officers, and maintaining policy compliance within the program.
- Prepares reports on the effectiveness of the FTO program as required by the Chief or designee.
- Manages and maintains police training equipment, rooms, and facilities.
- Manages scheduling of courses and ensures appropriate equipment and resources are available for instructors and attendees.
- Develops and maintain strong interagency relationships.
- Provide opportunities for partnering agencies to attend Police Department courses when available.
- Collaborates with local and regional law enforcement agencies on joint training opportunities.
- Assumes command of police personnel during training activities/classes.
- Monitors/supervises department personnel during training activities/classes to ensure effectiveness, safety, and policy compliance.
- Schedules firearms training activities to ensure proficiency throughout the department.
- Provides guidance to employees related to career development.
- Coordinates and schedules training for employees through regional academies.
- Maintains supplies necessary to complete training requirements.
- Communicates with Division Commanders and Lieutenant Commanders regularly to identify additional training needs of employees.
- Performs public relations duties, represents the department at meetings and other functions, and speaks on a variety of law enforcement topics to civic, neighborhood, church, and school groups and at professional meetings and conferences.
- Receives and responds to requests for information and complaints from the public regarding training activities, and requirements.
- Prepares reports as needed identifying training accomplishments and needs.
- Supervises and executes special details such as public gatherings and parades; performs special projects as directed by the Division Commander.
- Conducts equipment inspections to ensure Officer safety and policy compliance.
- Performs other related duties and responsibilities as required.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to supervise, direct and coordinate the work of sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative and technical reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations

- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; five (5) to seven (7) years of progressively responsible law enforcement experience to include two (2) years at a supervisory level; four (4) years of experience in adult training methods, and managing, implementing and facilitating training programs in a law enforcement organization; Certification as a General and Firearms Instructor through POST required; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Administrative Supervisor
Department: Police
Pay Grade: 116
FLSA Status: Non-Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for directing, coordinating, and supervising the activities of the Administrative Unit. The Administrative Unit consists of Records/GCIC, Fleet Operations, Quartermaster, Logistics, and Building Services. Work consists of coordinating assigned activities with other divisions, departments, and outside agencies; and providing highly efficient and effective administrative support to the Police Department.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Develops and implements goals, policies, and priorities; oversees the training of employees; evaluates work plans, staffing, and organizational effectiveness of the Administrative Unit operations; analyzes and solves problems.
- Plans, directs, coordinates, and reviews the work of the Police Records Unit staff, assigns work activities, projects, and programs; reviews and evaluate work products, methods, and procedures; meets with staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements corrective action when needed.
- Assume responsibility for the overall efficiency of records equipment; troubleshoots technical problems; oversees the evaluation, procurement, and implementation of equipment essential to records functions.
- Manages the police fleet to include the development and administration of a preventative maintenance program.
- Prioritizes, reviews, and approves maintenance requests.
- Offers advice and consultation on potential safety issues as they pertain to the use of city vehicles in a variety of assignments.
- Oversees transport of vehicles for repair. Contracts individual repairs with vendors and negotiates charges to be billed to city as required.
- Coordinates vehicle purchases.
- Manages and oversees the installation and/or modification of all equipment/hardware in the police fleet which includes the city's radio system, mobile data terminals, wireless digital in-car video systems, and GPS tracking systems.
- Coordinates vehicle changeover processes.
- Oversees delivery of vehicles for installation of radios, light bars, weapons racks, etc., and inspects vendors work.
- Oversees the registration of new vehicles, and the installation of license plates and City tags on vehicle.

- Submits state and county paperwork to Finance Department.
- Coordinates with public works on the updating and management of the City's fuel system. Enters new vehicle information into vehicle replacement system. Oversees updating of all Fleet Operations databases.
- Ensures appropriate repairs are made; proper documentation is provided to Finance and approves invoices.
- Administers and coordinates the Police Department Motor Pool program.
- Assigns vehicles as needed, ensures vehicles are returned at designated times and locations. Services special needs and requests by staff members.
- Advises and assists officers with routine maintenance of vehicles.
- Trains officers as needed on operation of after-market equipment installed in police vehicles.
- Supervises and coordinates the quartermaster role.
- Manages supplies and office equipment use through departmental check-out system; issues supply and equipment (keys) to staff.
- Processes requisitions for a variety of purchases thru the purchasing system.
- Maintains the day-to-day working systems of police facilities, including but not limited to structural issues, electrical work, heating, and cooling systems, and general building maintenance.
- Coordinates building maintenance/repairs at the discretion of the Chief of Police or his/her designee.
- Works closely with all contractors/vendors related to repairs and maintenance both in advance of their arrival and while they work on-site at police facilities.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Knowledge of personnel management and leadership principles.
- Ability to plan, schedule, assign, supervise, review, and evaluate the work of assigned staff.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand the organization, operation, and services of the city, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Ability to understand, interpret, and apply general administrative and departmental policies and procedures.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Ability to adapt to changing technologies and learn functionality of new equipment and systems.
- Knowledge of Georgia Open Records and Public Disclosure Laws.
- Knowledge of principles and methods of records and information management.
- Knowledge of crime reporting through the Federal Bureau of Investigation (FBI), National Incident-Based Reporting System (NIBRS) and Uniform Crime Reports (UCR).
- Knowledge of automotive fleet management and procurement.
- Knowledge of sources, suppliers, and substitutions for specialized materials and equipment used in the automotive repair industry.

- Knowledge of personal computers, network hardware, network operating systems, database software and other information technology equipment and systems to effectively operate and maintain a fleet, its maintenance records and replacement program.
- Knowledge of principles, methods, and procedures utilized in the purchase of departmental supplies and equipment.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over records personnel and support positions as assigned.

WORK ENVIRONMENT

Work is performed in an office environment and on or about the grounds of police facilities, often requiring off-site travel/assistance, including emergency maintenance services. Work may be performed under highly stressful conditions and/or with assigned deadlines.

MINIMUM QUALIFICATIONS

Bachelor's degree in Business Administration, Public Administration or related field desired; four (4) to six (6) years of progressively responsible experience in records and/or fleet management to include two (2) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Finance & Grants Manager
Department: Police
Pay Grade: 117
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for a variety of financial and administrative duties for the Police Department including budgeting, accounting, financial forecasting, procurement, and grant acquisition and administration.

MAJOR DUTIES:

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Performs a variety of technical, analytical, financial, programmatic, and administrative duties in support of budgeting, accounting, financial forecasting, procurement, and grant acquisition and administration within the Police Department.
- Prepares and presents technical, administrative, financial, analytical, and statistical reports that present and interpret data.
- Ensures department compliance with laws, rules, policies, and procedures related to fiscal matters, including purchasing, contracts and use of funds.
- Coordinates and manages the Police Department's fiscal activities; assures compliance with existing budgets; develops budget documents under broad policy direction from the Police Chief.
- Develops, manages, and administers grant funding including conducting research on grant opportunities, preparing and submitting applications, supervises the submittal of grant related financial documents, and monitors transactions and financial status of grants. Grants may include COPS grants, federal or state criminal justice grants, and other grants for which the Department may apply.
- Manages contracts with various outside agencies; prepares contract documents for final review; prepares, administers, and audits professional service and other contracts.
- Manages the purchasing function; approves and/or recommends for approval all requisitions and purchase orders; ensures proper coding and budget compliance of Department's purchases; supervises the processing of all purchase orders and requests for payment.
- Conducts long range financial planning, financial analysis and reporting, forecasts revenues and expenditures; develops and administers the department budget; forecasts funds needed for staffing, equipment, materials, and supplies; reviews expenditures and implements budgetary adjustments as appropriate and necessary; prepares requests and makes budget presentations for the City's annual budget.
- Performs a variety of accounting functions; processes invoices with proper account coding; codes and processes purchasing card transactions; oversee procedures and reconcile accounts.

- Maintains databases and/or spreadsheets for monitoring and tracking financial information.
- Assists in preparing and evaluating Requests for Proposals and Requests for Bid.
- Prepares and submit financial reports to various government agencies.
- Provides assistance to the City Finance Department in the analysis of revenue and expenses and any other related matters.
- Manages and processes training registration and travel arrangements for police department employees.
- Serves as Administration/Finance Section Chief, as identified in the Incident Command System, at critical incidents.
- Provides technical assistance and training to other staff regarding financial matters.
- Attends Staff meetings and participates in planning controlling and directing department financial activities, functions, and obligations.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Knowledge of methods and techniques of governmental bookkeeping, accounting, and financial management.
- Knowledge of purchasing, procurement, and contracts.
- Knowledge of grant acquisition and administration.
- Knowledge of principles and practices of financial analysis, auditing, and reporting.
- Knowledge of fund accounting, generally accepted accounting principles and their application to municipal accounting activities.
- Knowledge of principles and procedures related to budgetary preparation, controls, and development.
- Knowledge of modern office procedures, methods and equipment including computers and software applications.
- Knowledge of financial record keeping and reporting systems and requirements.
- Knowledge of pertinent Federal, State, and local laws, codes and regulations regarding purchasing, procurement, contracts, and grants.
- Ability to independently perform the full range of professional accounting and budgeting functions.
- Ability to gather documents, prepare grants, and fulfill the necessary requirements to formally seek grant funding.
- Ability to audit, reconcile and balance accounts.
- Ability to maintain financial records.
- Ability to prepare a variety of clear and concise reports and written correspondence.
- Ability to research, compile and summarize a variety of informational and statistical data and materials.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to conduct presentations.
- Ability to make sound decisions and resolve budgetary problems.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

WORK ENVIRONMENT

Work is performed in an office environment with extensive time spent at a computer workstation. Great mental effort is required daily; moderate mental pressure and fatigue exist during a normal workday due to constant exposure to deadlines; frequent contact with high-profile individuals. Environment includes a normal range of noise and other distractions with low everyday risks working around standard office equipment. Occasional visits to other department work sites may be required. Some travel to professional meetings is expected.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a related field plus three years of increasingly responsible experience in professional accounting, finance, or budgeting. Master's degree preferred; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Lieutenant Commander
Department: Police
Pay Grade: 118
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position provides assistance to the Police Commander in managing, supervising, and reviewing activities of all personnel assigned to a division of the Police Department, which may include Field Services, Investigative Services, or Support Services. The Lieutenant Commander will consult with and report to the Police Commander in determining policies, plans and procedures to be observed in the conduct of police operations.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Assists the Division Commander in overseeing day-to-day operations of a division of the Police Department (Field Services, Investigative Services, Support Services) and is responsible for recommending and implementing management policies for that division.
- Coordinates the daily activities of the division through subordinate supervisors.
- Maintains continuity of command by assuming duties and responsibilities of the Sergeant or other sworn and non-sworn personnel in the absence of either or both.
- Keeps the Chief, Assistant Chief and Commander informed of problems, services, and activities of the division.
- Assists the Chief, Assistant Chief and Commander in planning, organizing, and directing the department.
- Oversees and supervises major incidents, investigations, and arrests.
- Serves as Incident Commander during critical incidents.
- Maintains communication with the Police Chief, Assistant Police Chief, and Commander regarding major incidents, accidents, or other emergencies.
- Researches, develops, recommends, and oversees the implementation of department policies and procedures; ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Directs or personally investigates citizen complaints about police personnel conduct and services.
- Establishes and develops goals and objectives and ensures that goals and objectives are reached.
- Advises and assists subordinates as to priorities, procedures, and ensures compliance with departmental rules and regulations.
- Schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Participates in the preparation of the budget by recommending personnel and capital needs for a division.
- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.

- Study's needs, collects data, conducts research, and submits completed reports with recommendations to the Police Chief or Assistant Police Chief.
- Prepares reports, departmental correspondence (both internal and external), other correspondence, and other documents.
- Coordinates activities with other divisions and law enforcement agencies; and participates in various citywide projects and/or programs.
- Communicates and cooperates with other municipal, city, state, and federal agencies in the accomplishments of criminal justice system objectives.
- Attends professional meetings and conventions to maintain and upgrade knowledge concerning new technology and developments within the field.
- Attends council meetings and other required meetings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to manage, direct and coordinate the work of supervisory, sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative, technical, and financial reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquires, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.

- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications; discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; ten (10) to twelve (12) years of progressively responsible law enforcement experience to include three (3) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Commander
Department: Police
Pay Grade: 120
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for managing, supervising, and reviewing activities of all personnel assigned to a division of the Police Department, which may include Field Services, Investigative Services, or Support Services.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Oversees day-to-day operations of a division of the Police Department (Field Services, Investigative Services, Support Services) and is responsible for recommending and implementing management policies for that division.
- Coordinates the daily activities of the division through subordinate supervisors.
- Keeps the Chief and Assistant Chief informed of problems, services, and activities of the division.
- Assists the Chief and Assistant Chief in planning, organizing, and directing the department.
- Maintains continuity of command by assuming duties and responsibilities of the Police Chief or Assistant Police Chief in the absence of either or both.
- Oversees and supervises major incidents, investigations, and arrests.
- Serves as Incident Commander during critical incidents.
- Researches, develops, recommends, and oversees the implementation of department policies and procedures; ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Directs or personally investigates citizen complaints about police personnel conduct and services.
- Establishes and develops goals and objectives and ensures that goals and objectives are reached.
- Schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Participates in the preparation of the budget by recommending personnel and capital needs for a division.
- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.
- Study's needs, collects data, conducts research, and submits completed reports with recommendations to the Police Chief or Assistant Police Chief.
- Prepares reports, departmental correspondence (both internal and external), other correspondence, and other documents.
- Coordinates activities with other divisions and law enforcement agencies; and participates in various citywide projects and/or programs.

- Communicates and cooperates with other municipal, city, state, and federal agencies in the accomplishments of criminal justice system objectives.
- Attends professional meetings and conventions to maintain and upgrade knowledge concerning new technology and developments within the field.
- Attends council meetings and other required meetings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to manage, direct and coordinate the work of supervisory, sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative, technical, and financial reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.

- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over lieutenant commanders, sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; ten (10) to twelve (12) years of progressively responsible law enforcement experience to include five (5) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Assistant Police Chief
Department: Police
Pay Grade: 121
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position provides assistance to the Police Chief in planning, organizing, staffing, directing, coordinating, reporting, budgeting, and leading the operations of the Police Department. The Assistant Police Chief performs a variety of duties including planning, developing, and coordinating various programs and operations of the Police Department. Work is performed under the general supervision of the Police Chief.

MAJOR DUTIES:

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Oversees and coordinates the operations of the Police Department's Field Services, Investigative Services, and Support Services Divisions.
- Provides expert guidance to staff regarding a variety of law enforcement/public safety matters.
- Maintains continuity of command by assuming duties and responsibilities of the Police Chief in their absence.
- Researches, develops, recommends, and oversees the implementation of department policies and procedures; ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Provides assistance in preparing, administering, and monitoring the Police Department's budget.
- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.
- Study's needs, collects data, conducts research, and submits completed reports with recommendations to the Police Chief.
- Prepares reports, departmental correspondence (both internal and external), other correspondence, and other documents.
- Communicates and cooperates with other municipal, city, state, and federal agencies in the accomplishments of criminal justice system objectives.
- Attends professional meetings and conventions to maintain and upgrade knowledge concerning new technology and developments within the field.
- Attends council meetings and other required meetings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to manage, direct and coordinate the work of supervisory, sworn and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative, technical, and financial reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS:

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT:

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY:

Exercise's supervision over commanders, lieutenant commanders, sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS:

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; ten (10) to twelve (12) years of progressively responsible law enforcement experience to include seven (7) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Police Chief
Department: Police
Pay Grade: 124
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for important administrative, professional, and managerial work to include planning, organizing, staffing, directing, coordinating, reporting, budgeting, and leading the operations of the Police Department. Work involves general responsibility for the planning, development, and direction of all programs and policies. The incumbent represents the department in working with other legal authorities, governmental agencies, and the media. Work is performed under the general supervision of the City Manager.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Plans, directs, supervises, and leads the work of the Police Department; establishes priorities; develops comprehensive short- and long-range plans to ensure the effective delivery of quality services to the public through effective operation of all areas within the department.
- Develops and implements departmental rules and regulations and work methods and procedures; ensures departmental rules and regulations and work methods and procedures are followed; enforces disciplinary measures as necessary.
- Makes decisions regarding hiring, disciplining, and terminating police department personnel.
- Schedules and assigns work; assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment; ensures the training of officers in correct methods and procedures; reviews and evaluates employee performance.
- Maintains ultimate authority and accountability for all fiscal matters and financial operations of the Police Department; prepares the annual departmental operating budget and obtains City Manager and Council approval; monitors expenditures throughout the year; operates the department within the approved budget and ensures expenditures are made in strict compliance with City purchasing policies and ordinances.
- Performs public relations duties; answers questions, addresses concerns, and gives information to the public, civic organizations, neighborhood groups, business groups, the media, and other groups; attends meetings as necessary.
- Communicates with the City Manager regarding departmental concerns, problems, and related issues.
- Prepares reports, departmental correspondence (both internal and external), other correspondence, and other documents.
- Communicates and cooperates with other municipal, city, state, and federal agencies in the accomplishments of criminal justice system objectives.
- Attends professional meetings and conventions to maintain and upgrade knowledge concerning new technology and developments within the field.
- Attends council meetings and other required meetings.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
- Ability to manage, direct and coordinate the work of supervisory, sworn, and non-sworn personnel.
- Ability to command respect of members of the department through exemplary leadership.
- Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
- Ability to manage competing priorities on multiple projects.
- Ability to prepare clear and concise administrative, technical, and financial reports.
- Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
- Knowledge of pertinent Federal, State, and local laws, codes, and regulations
- Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
- Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
- Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in the proper use and care of firearms.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
- Ability to maintain all licenses, certifications, and qualifications required by position.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquires, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

GUIDELINES

Guidelines include federal and state laws, criminal and traffic laws, city ordinances, City of Stockbridge policies and procedures, departmental policies and procedures and court decisions. Interpretation of guidelines requires expertise and judgment.

COMPLEXITY

This position is responsible for broad administrative duties and daily operations. These responsibilities require collecting data, analyzing results and implementing a plan to reduce criminal activity. Such duties require much attention to detail and resourcefulness.

SCOPE AND EFFECT

The purpose of this position is to direct operations within the Police Department and Court Services. Successful implementation of the work assures that all division functions are implemented in accordance with all laws, regulations, and ordinances.

PERSONAL CONTACTS

Contacts are typically with co-workers, subordinates, other law enforcement and public safety agencies, city employees, elected officials, attorneys, judges, and the general public.

PURPOSE OF CONTACTS

Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT:

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over assistant chief, commanders, lieutenant commanders, sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired; Master's degree preferred; ten (10) to twelve (12) years of progressively responsible law enforcement experience to include seven (7) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical fitness test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

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Employee Signature

Date

Supervisor (or HR) Signature

Date



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City Information: 14 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Records Clerk	15.66	23.49	Hourly	40	1
2020	Carrollton	27,450	Records Clerk	32,142.18	44,111.81	Annual	40	3
2020	Canton	32,347	Records Clerk	15.48	23.21	Hourly	40	2
2020	Woodstock	33,625	Records Clerk	15.81	24.66	Hourly	40	2
2020	Kennesaw	34,712	Records Clerk	17.31	25.97	Hourly	40	3
2020	Nownan	42,885	Records Clerk	21.22	32.89	Hourly	40	3
2020	Chamblee	30,842	Records Clerk	15.99	32.48	Hourly	40	4
2020	Dunwoody	49,326	Records Clerk	16.20	25.92	Annual	42	6
2020	Rome	36,764	Records Clerk	12.00	19.23	Hourly	40	2
2020	East Point	35,042	Records Clerk	15.00	19.18	Hourly	40	1
2020	Duluth	29,676	Records Clerk	15.54	24.07	Hourly	40	1
2020	Lawrenceville	30,842	Records Clerk	33,241.29	61,024.57	Annual	40	5
2020	McDonough	27,582	Records Clerk	13.00	20.88	Hourly	40	3
2020	Dalton	33,368	Records Clerk	12.90	20.19	Hourly	40	4



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City Information: 17 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Administrative Secretary	15.66	23.49	Hourly	40	15
2020	Carrollton	27,450	Administrative Secretary	29,259.00	50,843.00	Annual	40	10
2020	Canton	32,347	Administrative Secretary	17.08	26.92	Hourly	40	6
2020	Woodstock	33,625	Administrative Secretary	18.33	26.60	Hourly	40	4
2020	Kennesaw	34,712	Administrative Secretary	17.31	25.97	Hourly	40	2
2020	Newnan	42,885	Administrative Secretary	14.60	22.63	Hourly	40	6
2020	Chamblee	30,842	Administrative Secretary	15.99	34.76	Hourly	40	9
2020	Dunwoody	49,326	Administrative Secretary	18.37	31.74	Hourly	40	4
2020	Peachtree City	36,763	Administrative Secretary	17.57	26.35	Hourly	40	3
2020	Rome	36,764	Administrative Secretary	11.30	19.00	Hourly	40	5
2020	East Point	35,042	Administrative Secretary	16.48	25.71	Hourly	40	10
2020	Lawrenceville	30,842	Administrative Secretary	33,241.00	50,085.00	Annual	40	1
2020	Sugar Hill	25,132	Administrative Secretary	39,000.00	50,700.00	Annual	40	2
2020	McDonough	27,582	Administrative Secretary	13.00	20.88	Hourly	40	1
2020	Stockbridge	30,125	Administrative Secretary	30,953.40	47,977.77	Annual	40	2
2020	LaGrange	30,741	Administrative Secretary	14.79	22.70	Hourly	40	6
2020	Dalton	33,368	Administrative Secretary	15.68	24.54	Hourly	40	8



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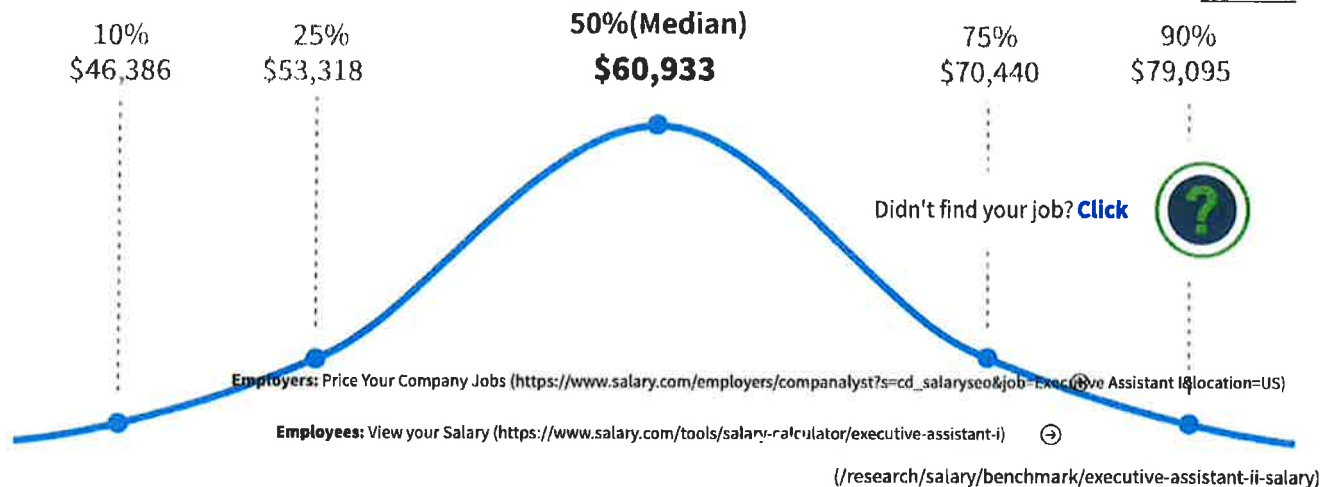
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City Information: 16 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Patrol Officer, Police Department	18.16	28.62	Hourly	40	35
2020	Carrollton	27,450	Patrol Officer, Police Department	40,163.82	55,120.45	Annual	40	42
2020	Canton	32,347	Patrol Officer, Police Department	18.77	27.22	Hourly	43	29
2020	Woodstock	33,625	Patrol Officer, Police Department	18.04	27.44	Hourly	43	38
2020	Kennesaw	34,712	Patrol Officer, Police Department	19.76	29.64	Hourly	43	37
2020	Chamblee	30,842	Patrol Officer, Police Department	18.85	28.91	Hourly	42	40
2020	Dunwoody	49,326	Patrol Officer, Police Department	20.41	32.65	Hourly	42	38
2020	Douglasville	34,036	Patrol Officer, Police Department	20.20	32.32	Hourly	40	47
2020	Peachtree City	36,763	Patrol Officer, Police Department	19.63	28.87	Hourly	40	20
2020	Rome	36,764	Patrol Officer, Police Department	15.87	24.52	Hourly	40	61
2020	East Point	35,042	Patrol Officer, Police Department	16.48	26.99	Hourly	40	37
2020	Duluth	29,676	Patrol Officer, Police Department	21.86	33.89	Hourly	40	34
2020	Lawrenceville	30,842	Patrol Officer, Police Department	42,551.66	67,359.70	Annual	40	43
2020	McDonough	27,582	Patrol Officer, Police Department	20.66	33.03	Hourly	40	26
2020	LaGrange	30,741	Patrol Officer, Police Department	21.57	28.67	Hourly	42	48
2020	Dalton	33,368	Patrol Officer, Police Department	17.44	27.29	Hourly	40	50



Local Government Wage & Salary Survey: Search Results

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City Information: 11 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Carrollton	27,450	Evidence Clerk/Technician	44,326.26	60,624.77	Annual	40	1
2020	Woodstock	33,625	Evidence Clerk/Technician	16.61	25.91	Hourly	40	1
2020	Kennesaw	34,712	Evidence Clerk/Technician	19.76	29.64	Hourly	40	1
2020	Newnan	42,885	Evidence Clerk/Technician	17.38	26.95	Hourly	40	1
2020	Dunwoody	49,326	Evidence Clerk/Technician	18.37	34.28	Hourly	40	3
2020	Peachtree City	36,763	Evidence Clerk/Technician	17.57	26.35	Hourly	40	1
2020	East Point	35,042	Evidence Clerk/Technician	15.00	19.18	Hourly	40	1
2020	Duluth	29,676	Evidence Clerk/Technician	18.91	29.27	Hourly	40	0
2020	Lawrenceville	30,842	Evidence Clerk/Technician	40,501.27	64,113.93	Annual	40	3
2020	LaGrange	30,741	Evidence Clerk/Technician	20.32	29.74	Hourly	40	1
2020	Dallan	33,368	Evidence Clerk/Technician	12.90	20.19	Hourly	40	1

Crime Scene Technician Salary in Atlanta, Georgia

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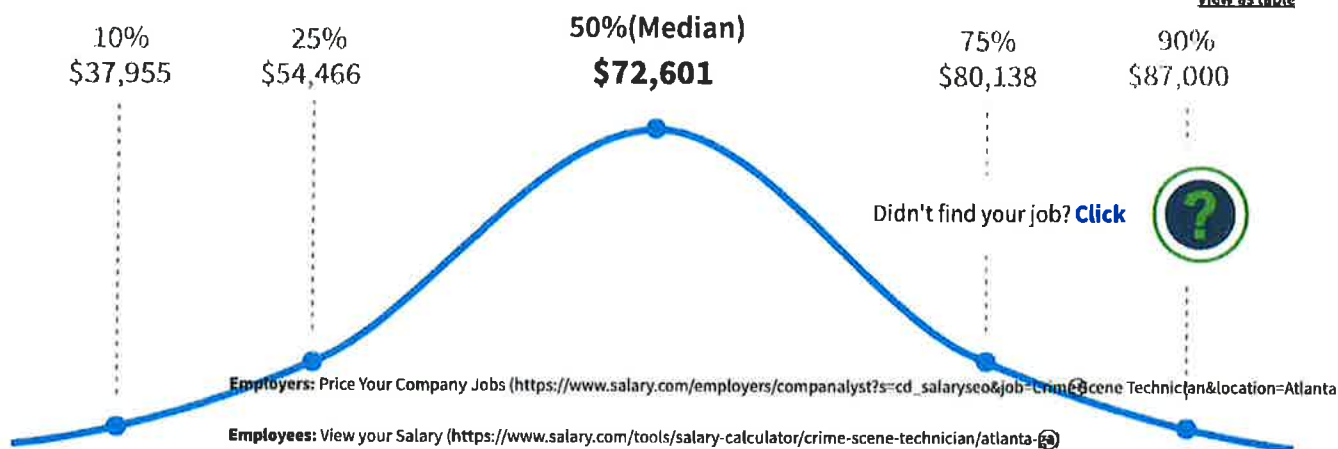
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How much does a Crime Scene Technician make in Atlanta, GA? The average Crime Scene Technician salary in Atlanta, GA is **\$72,601** as of October 29, 2021, but the salary range typically falls between **\$54,466** and **\$80,138**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

[Salary](#) [Salary + Bonus](#) [Benefits](#) [How To Become \(https://www.salary.com/articles/how-to-become/how-to-become-a-crime-analyst/\)](https://www.salary.com/articles/how-to-become/how-to-become-a-crime-analyst/)

Based on HR-reported data: a national average with a geographic differential

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You may get higher pay by adjusting the following factors:

Location	▼
Years of Exp.	▼
Education	▼
Direct Reports	▼
Performance	▼
Other	▼

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Restoration Technician / Remediation Technician

ONEighty Solutions - Atlanta, GA

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Restoration Technician / Remediation Technician

Crime Scene Investigator Salary in Atlanta, GA

Yearly

Table View

	Annual Salary	Hourly Wage
Top Earners	\$63,131	\$30
75th Percentile	\$62,630	\$30
Average	\$48,192	\$23
25th Percentile	\$39,081	\$19

How much does a Crime Scene Investigator make in Atlanta, Georgia?

As of Nov 11, 2021, the average annual pay for a Crime Scene Investigator in Atlanta is \$48,193 an year. Just in case you need a simple salary calculator, that works out to be approximately \$23.17 an hour. This is the equivalent of \$927/week or \$4,016/month.

While ZipRecruiter is seeing salaries as high as \$66,139 and as low as \$22,046, the majority of Crime Scene Investigator salaries currently range between \$39,081 (25th percentile) to \$62,630 (75th percentile) with top earners (90th percentile) making \$63,131 annually in Atlanta.

The average pay range for a Crime Scene Investigator varies greatly (as much as \$23,549), which suggests there may be many opportunities for advancement and increased pay based on skill level, location and years of experience.

Based on recent job postings on ZipRecruiter, the Crime Scene Investigator job market in both Atlanta, GA and the surrounding area is very active.

To estimate the most accurate annual salary range for Crime Scene Investigator jobs, ZipRecruiter



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City Information: 14 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Investigator/Detective, Police Department	20.04	30.07	Hourly	40	6
2020	Canton	32,347	Investigator/Detective, Police Department	19.63	28.50	Hourly	43	5
2020	Kennesaw	34,712	Investigator/Detective, Police Department	21.40	32.10	Hourly	40	8
2020	Newnan	42,885	Investigator/Detective, Police Department	23.27	36.07	Hourly	40	10
2020	Chamblee	30,842	Investigator/Detective, Police Department	21.36	33.10	Hourly	42	7
2020	Dunwoody	49,326	Investigator/Detective, Police Department	21.43	34.28	Hourly	40	9
2020	Douglasville	34,036	Investigator/Detective, Police Department	22.48	35.97	Annual	40	5
2020	Peachtree City	36,763	Investigator/Detective, Police Department	21.55	31.74	Hourly	40	2
2020	Rome	36,764	Investigator/Detective, Police Department	17.31	24.04	Hourly	40	6
2020	East Point	35,042	Investigator/Detective, Police Department	22.88	22.88	Hourly	40	17
2020	Duluth	29,676	Investigator/Detective, Police Department	22.96	35.58	Hourly	40	7
2020	Lawrenceville	30,842	Investigator/Detective, Police Department	44,705.82	67,359.70	Annual	40	7
2020	McDonough	27,582	Investigator/Detective, Police Department	21.74	34.58	Hourly	40	7
2020	LaGrange	30,741	Investigator/Detective, Police Department	23.84	32.95	Hourly	42	12

Police Detective Salary in Atlanta, Georgia

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How much does a Police Detective make in Atlanta, GA? The average Police Detective salary in Atlanta, GA is **\$66,213** as of October 29, 2021, but the salary range typically falls between **\$53,497** and **\$80,070**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Salary Salary + Bonus Benefits How To Become (<https://www.salary.com/articles/how-to-become/how-to-become-a-police-officer/>)

Based on HR-reported data: a national average with a geographic differential ⓘ

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- Years of Exp. ▼
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- Direct Reports ▼
- Performance ▼
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📍 Enter a city or zip code

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Loss Prevention Detective - Sandy Springs, GA

TJX - Atlanta, GA

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Unarmed Security Officers for a Luxury Residential Complex (Security)



Click or scroll to view upper level job(/research/salary/benchmark/police-sergeant-salary/atlanta-ga)

Criminal Investigator Salary in Atlanta, Georgia

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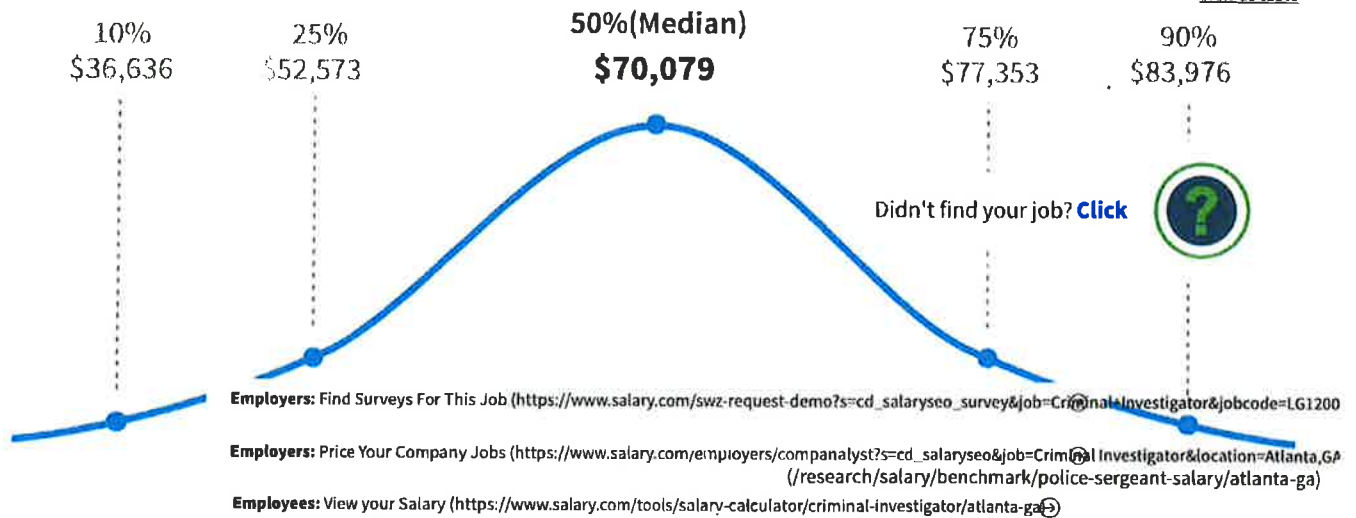
[Change City](#)

How much does a Criminal Investigator make in Atlanta, GA? The average Criminal Investigator salary in Atlanta, GA is **\$70,079** as of October 29, 2021, but the range typically falls between **\$52,573** and **\$77,353**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Salary Salary + Bonus Benefits

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Years of Exp.	▼
Education	▼
Direct Reports	▼
Performance	▼
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City Information: 7 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Corporal, Police Department	20.04	30.07	Hourly	40	8
2020	Carrollton	27,450	Corporal, Police Department	44,174.64	60,624.77	Annual	40	19
2020	Canton	32,347	Corporal, Police Department	20.52	29.85	Hourly	43	4
2020	Newnan	42,885	Corporal, Police Department	19.54	30.28	Hourly	40	8
2020	Douglasville	34,036	Corporal, Police Department	23.83	38.13	Annual	40	3
2020	Peachtree City	36,763	Corporal, Police Department	21.55	31.74	Hourly	40	25
2020	Duluth	29,676	Corporal, Police Department	24.11	37.37	Hourly	40	6

Crime Intelligence Analyst Salary in Atlanta, Georgia

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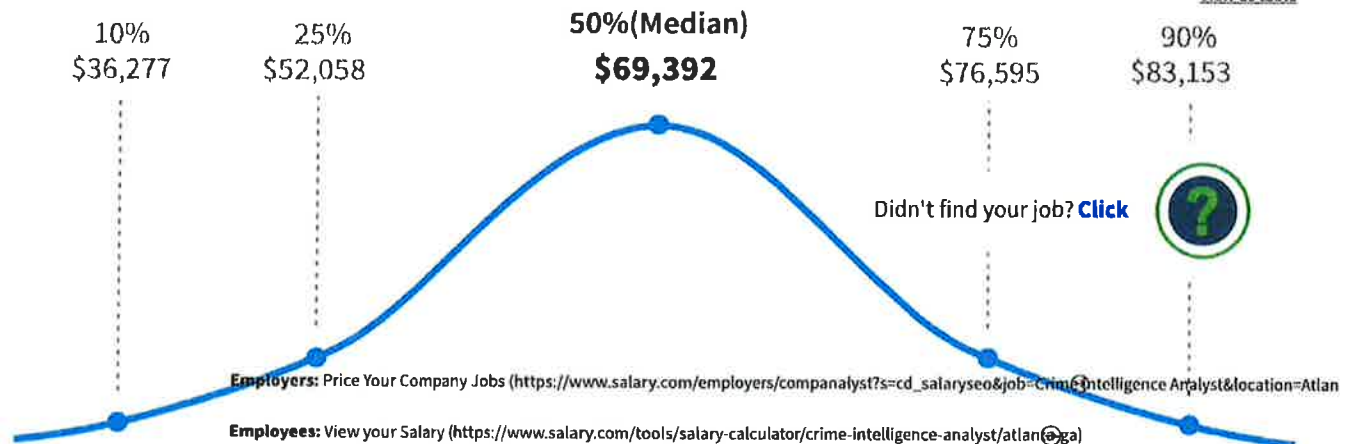
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How much does a Crime Intelligence Analyst make in Atlanta, GA? The average Crime Intelligence Analyst salary in Atlanta, GA is **\$69,392** as of October 29, 2021, but the salary range typically falls between **\$52,058** and **\$76,595**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real time compensation data than any other website, Salary.com helps you determine your exact pay target.

Salary Salary + Bonus Benefits How To Become (<https://www.salary.com/articles/how-to-become/how-to-become-a-crime-analyst/>)

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Years of Exp.	▼
Education	▼
Direct Reports	▼
Performance	▼
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Accreditation Manager Salary in Atlanta, GA

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How much does an Accreditation Manager make in Atlanta, GA? The average Accreditation Manager salary in Atlanta, GA is **\$65,864** as of October 29, 2021, but the salary range typically falls between **\$57,925** and **\$74,769**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Search Accreditation Manager Jobs in Atlanta, GA (<https://www.salary.com/job/searchresults?jobtitle=Accreditation%20Manager&location=Atlanta%2C%20GA>)

SALARY RANGE FOR A ACCREDITATION MANAGER

\$57,925 to \$74,769

Employers: Price Your Company Jobs (https://www.salary.com/employers/companalyst?s=cd_salaryseo&job=Accreditation Manager&location=Atlanta,GA)

 **View Average Salary for United States** (</research/salary/recruiting/accreditation-manager-salary>)

ADJUST ACCREDITATION MANAGER SALARY:

 **Select State**

 **Select City in GA**

 **Choose Similar Job**

 **Pick Related Category**

 **View Cost of Living in Atlanta, Georgia** (<https://www.salary.com/research/cost-of-living/atlanta-ga>)

For Employees

 **Get a Salary Increase** (https://secure.salary.com/personal-salary-report?r=PSR_CompCity_CTA&job=Accreditation Manager&state=GA&city=Atlanta)

Analyze the market and your qualifications to negotiate your salary with confidence.

 **Search Job Openings** (<https://www.salary.com/job/searchresults?jobtitle=Accreditation+Manager&location=Atlanta%2c+GA>)

Search thousands of open positions to find your next opportunity.

For Employers

 **Adjust Employee Salary** (https://secure.salary.com/job-valuation-report?r=JVR_CompCity_CTA&job=Accreditation Manager&state=GA&city=Atlanta)

Individualize employee pay based on unique job requirements and personal qualifications.

 **Price My Industry Jobs** (https://secure.salary.com/SalaryWizardProfessionalV2?r=SWP_CompCity_CTA)

  **Get price for benchmark jobs and jobs in your industry**
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POLICE ACCREDITATION MANAGER

Salary

Jobs

Police Accreditation Manager Salary in Georgia

Yearly

Table View

\$21,512

Georgia Average

\$129,969

\$74,659 /year
\$33 /hour

Police Accreditation Manager Salary in Georgia Comparison by Location

Nationwide
United States

\$85,019

Georgia
United States

\$68,801

Enter city, state or postal code

Add Location

How much does a Police Accreditation Manager make in Georgia?

As of Nov 11, 2021, the average annual pay for a Police Accreditation Manager in Georgia is \$68,801 an year. Just in case you need a simple salary calculator, that works out to be approximately \$33.08 an hour. This is the equivalent of \$1,323/week or \$5,733/month.



Local Government Wage & Salary Survey: Search Results

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City Information: 17 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Sergeant, Police Department	22.12	33.19	Hourly	40	10
2020	Carrollton	27,450	Sergeant, Police Department	46,180.05	64,407.96	Annual	40	17
2020	Canton	32,347	Sergeant, Police Department	23.50	34.31	Hourly	43	7
2020	Woodstock	33,625	Sergeant, Police Department	22.80	34.69	Hourly	43	7
2020	Kennesaw	34,712	Sergeant, Police Department	23.85	35.78	Hourly	43	9
2020	Newnan	42,885	Sergeant, Police Department	24.67	38.24	Hourly	40	11
2020	Chamblee	30,842	Sergeant, Police Department	22.85	35.42	Hourly	42	11
2020	Dunwoody	49,326	Sergeant, Police Department	25.71	41.13	Annual	42	9
2020	Douglasville	34,036	Sergeant, Police Department	25.26	40.41	Hourly	40	9
2020	Peachtree City	36,763	Sergeant, Police Department	23.67	34.92	Hourly	40	8
2020	Rome	36,764	Sergeant, Police Department	19.23	28.84	Hourly	40	8
2020	East Point	35,042	Sergeant, Police Department	24.02	24.02	Hourly	40	1
2020	Duluth	29,676	Sergeant, Police Department	26.59	41.18	Hourly	40	6
2020	Lawrenceville	30,842	Sergeant, Police Department	49,346.67	74,352.51	Annual	40	8
2020	McDonough	27,582	Sergeant, Police Department	23.34	37.49	Hourly	40	4
2020	LaGrange	30,741	Sergeant, Police Department	24.93	34.50	Hourly	42	10
2020	Dalton	33,368	Sergeant, Police Department	21.21	33.20	Hourly	40	9



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City Information: 6 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Budget Analyst	31.26	46.89	Annual	40	1
2020	Woodstock	33,625	Budget Analyst	63,024.00	98,966.40	Annual	40	1
2020	Douglasville	34,036	Budget Analyst	21.21	33.93	Hourly	40	1
2020	Peachtree City	36,763	Budget Analyst	51,628.00	77,443.00	Annual	40	1
2020	East Point	35,042	Budget Analyst	53,183.00	82,948.00	Annual	40	1
2020	Lawrenceville	30,842	Budget Analyst	51,845.05	78,116.60	Annual	40	1

Grants/Proposal Manager Salary in Atlanta, Georgia

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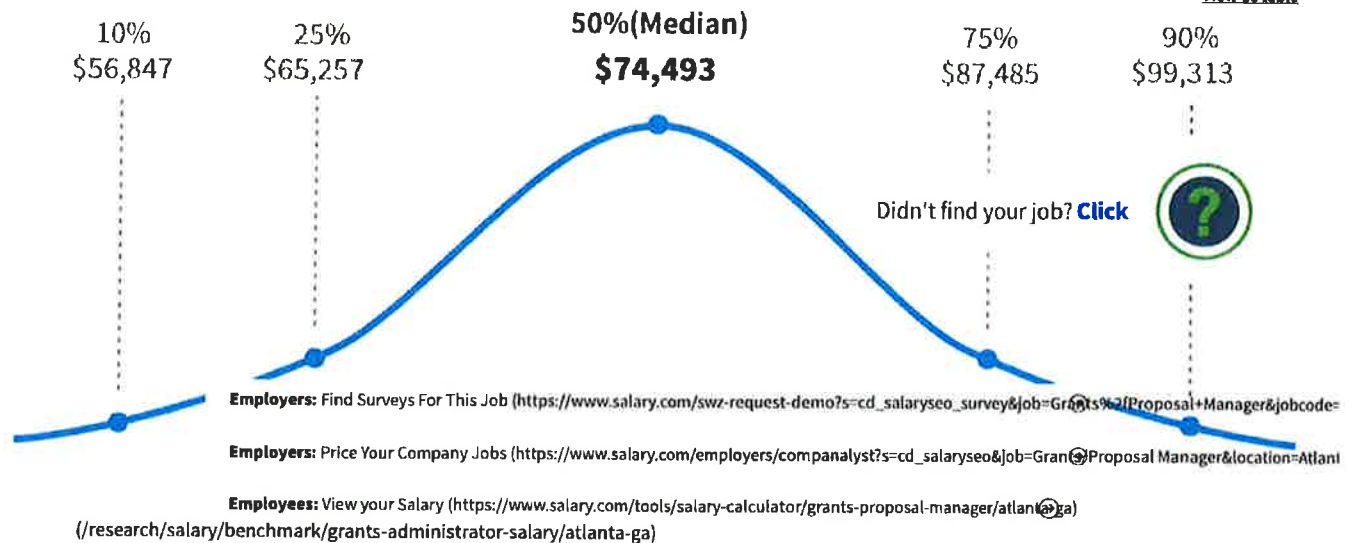
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How much does a Grants/Proposal Manager make in Atlanta, GA? The average Grants/Proposal Manager salary in Atlanta, GA is **\$74,493** as of October 29, 2021, but the range typically falls between **\$65,257** and **\$87,485**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Salary Salary + Bonus Benefits How To Become (<https://www.salary.com/articles/how-to-become/how-to-become-a-grants-proposal-manager>)

Based on HR-reported data: a national average with a geographic differential

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Location	▼
Years of Exp.	▼
Education	▼
Direct Reports	▼
Performance	▼
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Check out **Grants/Proposal Manager** jobs in **Atlanta, Georgia**

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Grants Administrator Salary in Atlanta, Georgia

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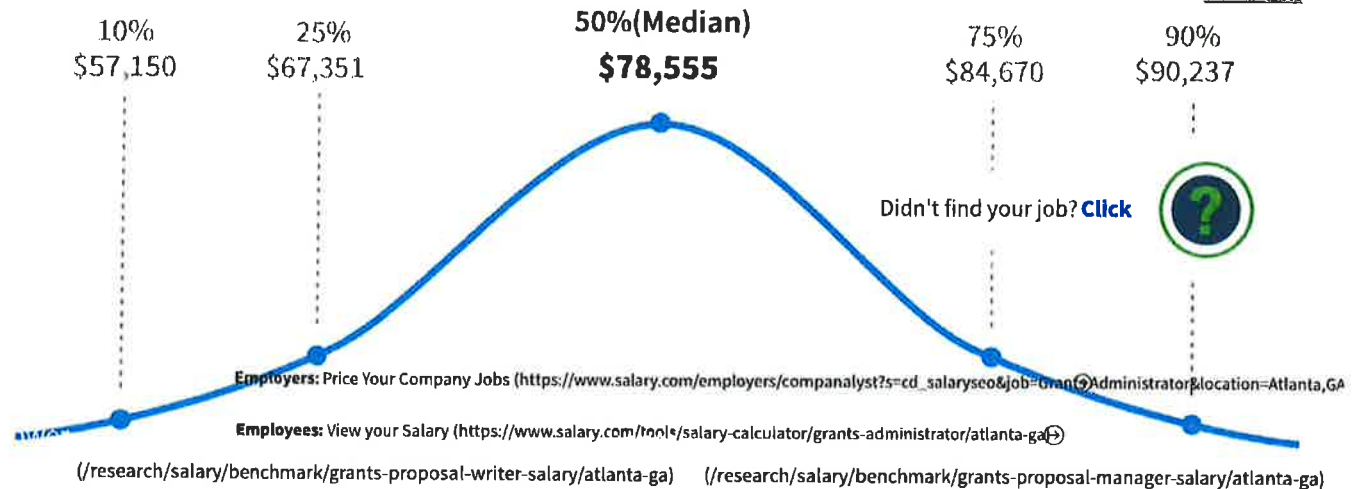
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How much does a Grants Administrator make in Atlanta, GA? The average Grants Administrator salary in Atlanta, GA is **\$78,555** as of October 29, 2021, but the range typically falls between **\$67,351** and **\$84,670**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

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Based on HR-reported data: a national average with a geographic differential ⓘ

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You may get higher pay by adjusting the following factors:

Location	▼
Years of Exp.	▼
Education	▼
Direct Reports	▼
Performance	▼
Other	▼

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Check out **Grants Administrator** jobs in **Atlanta, Georgia**



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City Information: 13 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Captain, Police Department	28.32	42.48	Annual	40	2
2020	Carrollton	27,450	Captain, Police Department	62,223.33	85,395.24	Annual	40	3
2020	Canton	32,347	Captain, Police Department	66,093.28	97,038.69	Annual	43	2
2020	Woodstock	33,625	Captain, Police Department	58,905.60	92,476.80	Annual	40	1
2020	Kennesaw	34,712	Captain, Police Department	65,769.27	98,653.90	Annual	40	2
2020	Chamblee	30,842	Captain, Police Department	69,995.87	108,493.60	Annual	40	2
2020	Douglasville	34,036	Captain, Police Department	66,328.30	109,441.69	Annual	40	4
2020	Rome	36,764	Captain, Police Department	55,000.00	75,000.00	Annual	40	6
2020	East Point	35,042	Captain, Police Department	53,183.00	82,948.00	Annual	40	6
2020	Duluth	29,676	Captain, Police Department	67,205.00	104,125.00	Annual	40	3
2020	Lawrenceville	30,842	Captain, Police Department	66,366.05	99,995.86	Annual	40	3
2020	LaGrange	30,741	Captain, Police Department	57,644.00	95,536.00	Annual	42	2
2020	Dalton	33,368	Captain, Police Department	28.89	40.52	Annual	40	4



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City Information: 7 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Dunwoody	49,326	Major, Police Department	76,381.00	126,028.00	Annual	40	2
2020	Douglasville	34,036	Major, Police Department	34.12	56.30	Hourly	40	1
2020	Rome	36,764	Major, Police Department	70,000.00	90,000.00	Annual	40	6
2020	East Point	35,042	Major, Police Department	58,637.00	91,450.00	Annual	40	3
2020	Duluth	29,676	Major, Police Department	74,090.00	114,795.00	Annual	40	1
2020	Lawrenceville	30,842	Major, Police Department	80,860.58	121,835.25	Annual	40	1
2020	McDonough	27,582	Major, Police Department	63,728.00	102,512.00	Annual	40	4



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City Information: 13 Records Found

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2020	Statesboro	33,204	Assistant Chief, Police Department	31.26	46.89	Annual	40	1
2020	Carrollton	27,450	Assistant Chief, Police Department	68,234.15	90,899.56	Annual	40	1
2020	Canton	32,347	Assistant Chief, Police Department	72,518.34	106,676.28	Annual	43	1
2020	Woodstock	33,625	Assistant Chief, Police Department	81,598.40	128,128.00	Annual	40	1
2020	Newnan	42,885	Assistant Chief, Police Department	31.14	48.26	Hourly	40	2
2020	Chamblee	30,842	Assistant Chief, Police Department	74,895.58	116,088.15	Annual	40	1
2020	Dunwoody	49,326	Assistant Chief, Police Department	89,090.00	146,999.00	Annual	40	1
2020	Douglasville	34,036	Assistant Chief, Police Department	89,942.87	143,255.74	Annual	40	1
2020	Peachtree City	36,763	Assistant Chief, Police Department	75,495.00	111,969.00	Annual	40	1
2020	Rome	36,764	Assistant Chief, Police Department	77,500.00	100,000.00	Annual	40	1
2020	East Point	35,042	Assistant Chief, Police Department	67,878.00	105,867.00	Annual	40	1
2020	Duluth	29,676	Assistant Chief, Police Department	85,758.00	132,891.00	Annual	40	1
2020	Dalton	33,368	Assistant Chief, Police Department	34.22	53.56	Annual	40	1

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE RENEWAL OF A CONTRACT FOR
ON-CALL WATER & SEWER EMERGENCY & OPERATIONAL
REPAIR/MAINTENANCE AND CONSTRUCTION SERVICES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to contract for on-call water & sewer emergency & operational repair/maintenance and construction services; and

WHEREAS, the staff has recommended Site Engineering, Inc. as the preferred vendor;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Award and Contract. City Council hereby authorizes the renewal of the contract to Site Engineering, Inc. pursuant to RFP 2020-0026 for the acquisition of on-call water & sewer emergency & operational repair/maintenance and construction services, for an annual amount of \$255,000. The Contract is for one (1) year with an option to renew for four (4), one (1) year periods

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this _____ day of _____ 2021.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON G. WASHINGTON, City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: \$255,000.00

FROM ACCOUNT: 510-42500-542515

(Stormwater Repair)

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL NUMBER (RFP) NUMBER: 2020-0026, ANNUAL ON-CALL WATER & SEWER EMERGENCY, OPERATIONAL REPAIR, MAINTENANCE, AND CONSTRUCTION - SITE ENGINEERING, INC.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2020-0026- Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction with Site Engineering, Inc.

The Contract was approved by Council April 12, 2021. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

STAFF RECOMMENDATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2020-0026- Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction with Site Engineering, Inc , and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. This is the first renewal.

The Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction scope of services consist of tasks assigned as individual tasks during the contract period. The type of work may include, but is not limited to, repair and/or replacement of the following: wastewater collection system and related infrastructure, water distribution system and related infrastructure and storm water system and related infrastructure and any other repair activities to be determined by the City.

The Public Works Department has determined that Site Engineering, Inc., is performing all work in accordance with the contract requirements and is providing quality services to the City. The contract expires December 2021.

The Public Works Department is requesting a contract renewal through December 2022. The Procurement renewal process of this contract was approved by the City Manager.

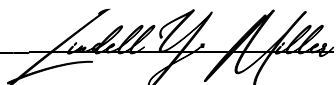
Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Exhibit I – Contract Agreement

Exhibit II – Request For Proposal

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

**SERVICE AGREEMENT
BY AND BETWEEN
SITE ENGINEERING, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 12th day of April 2021, by and between Site Engineering, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

WITNESSETH:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services for annual on-call water and sewer emergency, operational, repair, maintenance, and construction services pursuant to City RFP No. 2020-0026 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall be for one (1) year, commencing on the date of execution stated above, and the City shall have the option to renew for four (4), one (1) year periods, with such option being in the City's sole discretion. If the City desires to exercise the option stated herein, the City shall provide thirty (30) days advance written notice to the Contractor of the City's intent to exercise the option. The provisions of Section 2(c) and the RFP shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in the "Scope of Work" and related proposals submitted in response to City RFP No. 2020-0026. The Scope of Work is attached hereto as Exhibit A. The RFP, including all terms and conditions stated therein, the CONTRACTOR'S proposal(s), and any amendments to the RFP are all incorporated herein by reference and made a part of this Contract.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, 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 set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

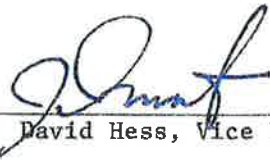
(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.



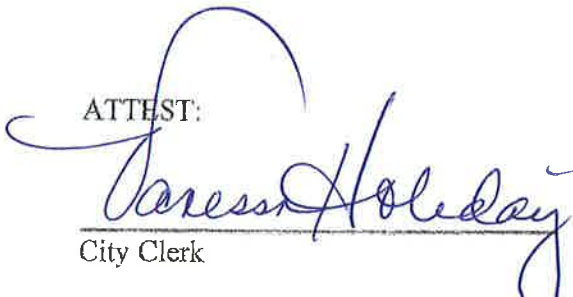
SITE ENGINEERING, INC.

By: 
J. David Hess, Vice President

CITY OF STOCKBRIDGE, GEORGIA

By: 

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



**REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION**





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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**REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION
Wednesday, November 11, 2020**

INTRODUCTION

PURPOSE

The City of Stockbridge, GA is seeking the services of a qualified Utility Contractor to provide routine utility construction/repair/maintenance services on an as-needed basis. The scope of services will consist of tasks assigned as individual tasks during the contract period. The type of work may include, but is not limited to, repair and/or replacement of the following: wastewater collection system and related infrastructure, water distribution system and related infrastructure and storm water system and related infrastructure and any other repair activities to be determined by the City. The Contractor shall be compensated based on proposals provided for individual tasks and the unit prices included in the Request for Proposal (RFP). This document is intended as a benchmark of the City's minimum standards for utility construction/repair/maintenance services. However, the City respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.

The City may assign specific tasks to a Contractor or to a different Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. For some tasks, the City may request a letter proposal from available Contractors that identify approach and costs associated with the task as the basis for the City's decision on assignment of the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this RFP. Work Items shall be bid in unit price for labor and equipment.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in the specifications, evaluation criteria and scope of work, Exhibits, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in the Evaluation Criteria. Based on the results of the evaluation, the City will award the Annual On-Call Water and Sewer Emergency Operational Repair Maintenance and Construction Services for the City of Stockbridge to the most advantageous Proposer based on the evaluation factors and the cost set forth in the RFP.

CONTRACTOR QUALIFICATIONS

The Contractor bidding on this project should have at least three (3) years of experience providing utility construction/repair/maintenance services, preferably for a City comparable to Stockbridge in size.

QUALITY CONTROL

Work covered will be performed by a single firm experienced in utility construction/repair/maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor for work under this section will have a State of Georgia Utility Contractor's license.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:
 - a. Completed past contracts in accordance with the contract documents.
 - b. Diligently pursued execution of the work and completed past contracts according to establish schedules.

QUALITY OF WORK

The standards of performance, which the Contractor is obligated to perform hereunder, are those standards which are considered to be good utility construction/repair/maintenance practices, and which are subject to approval by the City. The Contractor shall perform quality control inspections to ensure the utility construction/maintenance program achieves the highest level of productivity attainable.

The City at its discretion may conduct periodic audits to ensure the quality of work is in compliance with the City's utility construction/maintenance expectations.

CONTRACTOR REQUIREMENTS

- Provide all labor, equipment and materials necessary to perform certain utility construction/repair/maintenance as directed by task order, Public Works Director and/or City Manager.
- Take responsibility for the performance of work as directed by the City.
- Provide all required resources for the safety of the public and their staff during the work.
- Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- Perform all work in a thorough, competent, professional and workmanlike manner.
- Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state and federal regulations.

INSPECTIONS

The Contractor shall furnish the City with every reasonable opportunity for its staff to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this RFP. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve the Contractor of any of its obligations to fulfill its requirements.

SCHEDULE

For each project requested by the City, the Contractor will conduct an assessment of the project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City Manager and or his designee. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday 8:00 A.M. to 5:00 P.M. No work shall be done on Sunday without written permission from the City.

DELAYS IN SCHEDULE

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and

the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

EXTRA WORK

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City's Engineer and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City's Engineer. The primary method of payment shall be made by the unit price method.

If the City's Engineer desires, he may request work to be taken on a "quote basis". Such method of payment for "Extra Work" will be a "not to exceed, quote" submitted to the City's Engineer by the Contractor and will represent full compensation to the Contractor for all labor, materials and equipment to complete such work, with the scope as defined by the City's Engineer.

INCLEMENT WEATHER

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit.

HOLIDAYS

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City Manager or his designee.

COMPLAINTS

Complaints regarding utility construction/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

CALLBACKS

Whenever, in the opinion of the City, a project is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

EMERGENCY SERVICES

When specifically authorized by Mayor and Council during periods of emergency, the City Manager may direct the Contractor to undertake construction-related activities to protect City facilities and community interests. Compensation to the Contractor for such "emergency work" shall be determined as provided in the Extra Work section of these specifications.

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure or some component thereof. As part of its emergency services provisions, the Contractor shall:

- Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service.
- Respond to the scene of the emergency within two (2) hours of call-out.
- Assure that adequate response and resources will be dedicated to the City of Stockbridge to the satisfaction of the City.
- Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed construction schedule prior to beginning of any project as requested by the City's Engineer. The City shall be notified in advance of any major changes in the construction schedule as these projects progress. The Contractor shall contact the City's Engineer at least three (3) business days before beginning work on any project or portion of such project, so that appropriate survey, if applicable and pre-construction meeting can be scheduled. The Contractor shall coordinate with the City's Engineer or the Engineer's representative at least two (2) business days prior to activities that may involve coordination between other City Departments and/or other concerned parties. Work scheduling shall be subject to the availability of services to be provided by the City.

Work shall not be performed on Sundays or City annual holidays without the permission of the City except as necessary to maintain service.

When work in the roadway is scheduled for major roadways, thoroughfares or expressways (as defined by the City's Engineer) the Contractor cannot obstruct the roadway before 8:30 A.M. (when it conflicts with morning rush-hour traffic) or after 3:30 P.M. (when it conflicts with afternoon rush-hour traffic).

During special public events, the City's Engineer may require the Contractor to limit or cease construction activities that may in his opinion interfere with such events.

STORAGE OF EQUIPMENT

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

REPORTS

The Contractor shall provide to the City Manager or his designee detailed reports of all utility construction/ maintenance services performed which shall include the receipt date of work order, type of service, photographs of service site before and after work order is completed, location or address of service site, description of the work performed and date completed.

TASKS

1. Construction Projects

Construction services as requested on public works projects including, but not limited to sanitary sewer, storm sewer, water mains. Restoration work including, but not limited to street paving, sidewalk replacement, turf restoration and/or specialized landscape plantings.

2. Permit Acquisition

Submit permit applications, pay permit fees and meet requirements of issued permits from the Georgia Environmental Protection Division and other regulatory agencies.

3. Administration

Contract administration shall require the performance of all general field services required on construction projects such as construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments and preparation of change order requests.

4. Supervision and Inspection

Activities associated with this task will be dedicated to verifying that all materials provided, and work performed is in conformance with the project requirements and City Standard Specifications and they include:

- Providing personnel that possess the necessary, current certifications;
- Thorough review of the plans and specifications and other project related documents prior to construction start up;
- Daily communication with City staff to coordinate inspection activities and to properly inspect, test, measure and document the work;
- Daily communication with testing personnel to properly sample and test the materials and work;
- Attend progress/planning meetings.
- Inspect materials to be used in the work, verifying they meet City specifications.
- Document material usage and quantities;
- Document that the work is performed and completed to the lines, grades and elevations required by the project plans and specifications.
- Final measure work as it's done, calculate and document quantities.
- Conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area.
- Conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area, as needed.
- Provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed.
- Perform and document NPDES inspections at the required frequencies, suspend any work and/or reject any materials not conforming to the contract requirements.
- Document changes, extra work, "revisions to" notes, etc., on plans or sketches provided to the Contractor to assist in the preparation of "as built" plans. The Contractor shall furnish its foremen with equipment and materials as necessary to properly perform their work.

5. **As-Built Construction Plans**

The specific tasks associated with the development of the “as-built” plans include:

- Document all plan changes, extra work, “revisions to” notes, etc. as project work progresses.
- Collect and confirm all field changes, develop the appropriate “as-constructed” notes.
- Develop/draft the “as-built” drawings, review and approve the “as-built” plans. The “as-built” plans will conform to the City’s Standard Specifications and will be provided to the City on CD or other approved media. As-built plans shall be provided within one (1) month of completion of the project.

1.2 **COMMUNITY BACKGROUND**

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before Thursday, January 21, 2021 **(3:00 PM) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION**

City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281

RFP Due Date: Thursday, January 21, 2021 (3:00 PM) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within three (3) days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Thursday at 3:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Wednesday, November 11, 2020
Pre-Proposal Meeting (Non-mandatory) The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx. https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, December 3, 2020 (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Friday, December 18, 2020 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, January 21, 2021, (3:00 PM, EDT)
Project Manager Events Division – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **December 18, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller

Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.

- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify The Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the

corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. **Contract Term** - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during The question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer,

Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be Excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent

to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

The General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the

scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I, II, AND III**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and

negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This

Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions,

specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.

- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City.
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December, 2021. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2023 and shall end no later than the 31st day of December 2023. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

Remainder Left Blank Intentionally

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than Thursday, January 21, 2021(3:00 PM) EDT and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal a. The Proposer’s name, mailing address, telephone number and nearest office location. b. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP. c. A statement that the proposal is in response to the RFP for ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION.	Tab 1

Section 2 – Executive Summary a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.	Tab 2
Section 3 – Project Team Qualifications/Qualifications of Key Personnel Staffing a. Proposer shall provide a team/staff who has a minimum of three (3) years' experience providing Annual On-Call Water and Sewer Emergency Operational Repair Maintenance and Construction Services to a governmental entity that is similar in size and scope as the City of Stockbridge. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION. b. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract. c. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. d. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed	Tab 3

by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following: • Name and title. • Professional Background. • Current and Past Relevant Experience. • Relevant Training and Education. • Courses completed during the past five (5) Years. • Previous Work Experience related to Annual On-Call Water and Sewer Emergency Operational Repair Maintenance and Construction Services. e. Include the role and responsibilities that each key personnel member will perform on this project. f. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and g. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, Project Manager and Technician(s) assigned with the overall project coordination. II. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team: a. Percentage of time key personnel will spend on this project; and b. Current workload of key personnel. c. Please list contractor's licenses, certifications, and education qualifications as it relates to public utility services: SEE EXHIBIT I, II AND III DETAILED SCOPE OF SERVICES	
Section 4 – Past Performance Past Performance - Describe proposer's experience in Landscaping Maintenance Services for the past five (5) years regarding the proposer. Include the following for each project: • Project name • Location e. Date of completion (month, year)	Tab 4

• Company role and responsibility for the project. • List Proposer's key personnel involved on the project. • Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.	
Section 5 – Project Approach/Timeline Plan Proposer shall describe their approach in the On-Call Public Utility Services: Emergency Repair, Operational Repair, Maintenance and Construction for the City as identified in the Scope of Work (Exhibit I, II, AND III) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the Public Utility Services. Technical Approach/Services: Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of On-Call Public Utility Services: Emergency Repair, Operational Repair, Maintenance and Construction - Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and - Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. Project Management: - Describe how the project will be organized and managed. - Describe progress for reporting procedures during the project for new employees. - Include the anticipated use of subcontractors or vendors; and - Describe the resources necessary to accomplish the purpose of the project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer	Tab 5
Section 6 - Cost Proposal	

a. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0026 for "ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION" on the outside of the envelope. b. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. c. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form.	Tab 6
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.	Tab 9

d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	Tab 10
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none.	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT VI, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Project Team Qualifications/Qualifications of Key Personnel Staffing Proposer shall provide a team/staff who has a minimum of three (3) years' experience providing Annual On-Call Water and Sewer Emergency Operational Repair Maintenance and Construction Services to a governmental entity that is similar in size and scope as the City of Stockbridge. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION. See Detailed Scope of Services and Overview of Proposal Requirements	0-25
2. Technical Approach/Project Management Proposer shall describe their approach in the On-Call Public Utility Services: Emergency Repair, Operational Repair, Maintenance and Construction for the City as identified in the Scope of Work (Exhibit I, II, AND III AND SPECIFICATIONS) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the Public Utility Services. Technical Approach/Services: • Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of On-Call Public Utility Services: Emergency Repair, Operational Repair, Maintenance and Construction • Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and • Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.	0 - 40

3. Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0026 for ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION • DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. • Responders are required to submit their costs on <i>Cost Proposal Forms</i>. Responder shall not alter the cost proposal form.	0 -35
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

(Lowest Overall Cost /Proposer's Price) x 35 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION

1. Scope

- A. The Bid Form (Bid) lists each item of the project for which payment will be made. No payment will be made for any items other than those listed in the Bid unless specifically authorized, in writing, by the City Engineer.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including the Contractor's overhead costs and profit, shall be considered as included in the unit prices Bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all labor, fuel, equipment, tools and materials and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the drawings and Standard Specifications provided by the City Engineer. The City Engineer may approve the use of City owned material from City stock provided the Contractor replaces the material used within thirty (30) days with identical or functionally equivalent material, if approved by the City Engineer. If the material is not replaced in thirty (30) days, the cost of the material used will be deducted from the Contractor's invoice. In all instances where the City's Engineer approval is required, such approval must be in writing.

The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

2. Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from actual quantities installed and measured in the field.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.

- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, or as approved in writing by the City Engineer prior to beginning the work, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price Bid for item of which it is a part. In the event that the City Engineer requests work that is agreed by both the City Engineer and the Contractor as not included in the Bid, that item of work will be paid for at actual cost (invoices required) plus 10% markup.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all parts, labor, equipment, tools and materials not furnished by the City and for performing all operations required to provide to the City the entire Project, complete in place, as specified and as indicated on the drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.
- G. "Provide" shall mean furnish and install.

3. Non-Payments

- A. No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.
- B. No separate payment shall be made for excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.
- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price Bid for each particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of re-establishing the benchmarks, reference points and stakes.

Bid Items

1. **Item 1 – Contractor Mobilization/Demobilization**

All costs associated with mobilization of all required resources, a one-time cost for each non-emergency project assigned by the City, shall be included in the unit prices Bid for **CONTRACTOR MOBILIZATION/DEMOBILIZATION**, based on the project sizes listed in the Bid.

2. **Items 2 through 4 – Sewers and Ductile Iron Pipe (DIP) (Specifically Coated for Sewer Use) and PVC**

A. **Existing Utilities and Obstructions**

1. **Horizontal Conflict:** Payments for conflicts with existing utilities shall be made only where additional manholes, fittings, and/or additional lengths of pipe are approved by the City Engineer. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the sewer.

2. **Vertical Conflict:** Where authorized by the City Engineer, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices Bid for sewer line. No payment will be made for relocation of existing utilities except as authorized by the City Engineer.

B. **Location and Grade:** No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, cut sheets, limits of right-of-way or easement, including their restoration, as well as centerline or baseline points.

C. **Construction along Highways, Streets and Roadways:** No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways, except as authorized by the City Engineer.

D. **Sewer Cleaning:** No payment shall be made for normal cleaning of sewers.

E. **Manhole Rehabilitation:** Measurement for payment at the unit price for **MANHOLE REHABILITATION** shall be made from the invert to the base of the manhole frame for each method of rehabilitation Bid at the price for the depth range listed.

F. **Ductile Iron Pipe/PVC Gravity Sewer**

1. Payment for ductile iron pipe/PVC gravity sewer shall be made at the unit price Bid for **GRAVITY SEWER**, for the quantity and type provided at

the appropriate depth. Payment will be made at the unit price for the actual depth of the sewer line.

2. Measurement for payment at the unit price for **GRAVITY SEWER** shall be made along the centerline of the pipe, through fittings, from centerline of manhole to centerline of manhole or to inside face of structure wall penetrated. Depth of cut shall be measured from pipe invert to ground level at pipe centerline. Cut sheets prepared by the Contractor and approved by the City Engineer shall be the basis for payment.
3. The unit price Bid for **GRAVITY SEWER** shall include all costs for installation of the sewer as required including, but not limited to, materials, labor, excavation, dewatering, shoring, bedding, haunching, backfill, compaction, clean-up, testing and all other related items not listed as separate items in the Bid.
4. Payment for pipe **INSTALLED IN STEEL CASING** will be made in addition to payment for gravity sewer installed at the appropriate depth. The unit price Bid for pipe **INSTALLED IN STEEL CASING** shall include all additional costs associated with providing the appropriate size steel casing pipe, spacers, grout, brick, as required for the complete installation of pipe in casing via open-cut installation. All costs associated with installation of the sewer line, including excavation, dewatering, etc. shall be included in the unit price Bid for **GRAVITY SEWER**.
5. No payment shall be made for sections of pipe which are not installed.
6. No additional payment shall be made for replacement of defective materials.
7. No additional payment will be made for maintaining or stopping flow while placing the new sewer in service.
8. No payment shall be made for sections of pipe which have not passed required tests, or if the area has not been cleaned up to the satisfaction of the City Engineer.
9. No separate payment will be made for cutting and beveling pipe.
10. The cost of all fittings shall be included in the price of the pipe.
11. **Clean up and Testing:** No separate payment shall be made for clean-up and testing.

3. **Item 5 – HDPE Pipe Slip Lining**

Measurement for payment at the unit price for **HDPE PIPE SLIPLINING** shall be made along the centerline of the pipe from centerline of manhole to centerline of manhole or to inside face of structure wall penetrated. The unit price Bid for **HDPE PIPE SLIPLINING** shall include all costs associated with installing **HDPE PIPE SLIPLINING** as listed in the Bid including, but not limited to, all materials, labor, tools, excavation, backfill, compaction, grouting and all incidental items required for a complete installation.

4. **Item 6 – Sewer Service Connections**

- A. The unit price Bid for **6-INCH DIP SEWER SERVICE CONNECTIONS** shall include all costs associated with installing a service connection as listed in the Bid including, but not limited to, all materials, labor, tools, excavation, backfill, compaction, manhole coring, grouting, manhole boot, fittings including wye or tee, and all incidental items required for a complete installation. No additional payment will be made for plugging the fitting or for cutting an existing sewer pipe to locate the fitting.
- B. Measurement for payment for service connections will be made along the centerline of the pipe, through fittings, from centerline of manhole or pipe to the inside face of the clean-out box.
- C. Payment for re-establishing sewer service connections shall be made under the unit prices Bid for **SERVICE LINE RECONNECTIONS**.

5. **Item 7 – 9 Precast Concrete Manholes and Accessories**

- A. The unit price Bid for **4-FOOT DIAMETER PRECAST MANHOLES**, at the depths listed in the Bid, shall include all costs associated with construction of a complete manhole on a new sewer line, including excavation, shoring, dewatering, backfilling, compaction, crushed stone bedding, concrete slab, precast base, riser sections, cone or flat top, coring, rubber boots, grouting, sleeves, concrete, invert, mastic sealant, brickwork, mortar, connection of pipes to the manhole, vacuum testing and all incidental items required to complete the installation.
- B. The unit price Bid for **4-FOOT DIAMETER DOGHOUSE MANHOLES**, at the depths listed in the Bid, shall include all costs associated with construction of a complete manhole on an existing sewer line, including excavation, shoring, dewatering, backfilling, compaction, crushed stone bedding, concrete slab, base, riser sections, cone or flat top, coring, rubber boots, grouting, concrete, invert, diversion of flow, cutting existing pipe, connecting pipes to manhole, mastic sealant, brickwork, mortar, vacuum testing and all incidental items required to complete the installation.

- C. Measurement for payment at the unit price for **MANHOLES** shall be made from the invert to the top of the top section. Payment for manholes shall be made at the unit price Bid for **MANHOLES**, for the type provided at the appropriate depth. Payment will be made at the unit price for the actual depth of the manhole.
6. **Item 10 - Manhole Accessories**
- A. The unit price Bid for **SAFETY PLATFORM** shall include all costs associated with installation of a safety platform in a new precast concrete manhole. Payment for **SAFETY PLATFORM** will be in addition to payment for **PRECAST MANHOLE**.
 - B. The unit price Bid for **MANHOLE RING AND COVER** shall include the cost of providing the appropriate type ring and cover on a new manhole or new riser section including materials, labor, grouting, brick and mortar, minor grade adjustments (up to three inches either way vertically) and all incidental items required to complete the installation.
7. **Item 11 - Manhole Modifications**
- A. The unit price Bid for **ADJUST EXISTING MANHOLE COVER TO GRADE** shall include all costs associated with adjusting an existing manhole cover by up to three (3) inches using steel or concrete adjusting rings or brick and mortar, as ordered by the City Engineer, including pavement repair if applicable. Measurement for payment will be made based on the actual quantity of manhole covers adjusted.
 - B. The unit price Bid for **ADJUST EXISTING PRECAST MANHOLE** shall include all costs associated with raising or lowering an existing manhole including, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal and replacement of existing cone or flat top, removal or addition of riser sections, disposal of removed materials, grouting, steps, brickwork, mortar, mastic and all incidental items required to complete the installation. In the event that a new cone or flat top section is required, it will be paid for at the unit price Bid for **4-FOOT DIAMETER PRECAST MANHOLE**.
 - C. The unit price Bid for **ADJUST EXISTING BRICK MANHOLE** shall include all costs associated with raising or lowering an existing manhole including, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal or addition of brick, disposal of removed materials, grouting, steps, mortar and all incidental items required to complete the installation.
 - D. Payment for pavement patching associated with **ADJUST EXISTING MANHOLE** shall be paid for at the unit price Bid.

- E. Measurement for payment for **ADJUST EXISTING MANHOLE** will be made from the original manhole cover elevation to the proposed elevation of the new manhole cover. Vertical distance will be measured to the nearest tenth of a foot.

8. **Item 12 - Manhole Connections**

- A. The unit price Bid for **MANHOLE CONNECTIONS** shall include all costs associated with connecting a new sewer line to an existing manhole, including drop connection fittings, tees, or core and boot as appropriate for the type of connection, flow diversion, penetration of manhole wall, sealing connection, forming new invert and all incidental items required to complete the connection. Costs for excavation, shoring, dewatering, backfilling, compaction and bedding shall be included in the unit price Bid for **GRAVITY SEWER**.
- B. Measurement for payment for drop connection vertical pipe shall be made from the invert of the upstream sewer to the invert of the manhole. Payment for the measured vertical feet of pipe will be made for the unit price Bid for **GRAVITY SEWER**. Inside drop connection vertical piping will be paid for at the 0.0 to 6.0-foot depth price for gravity sewer. Outside drop connection vertical piping will be paid for based on the actual depth of the drop connection.

9. **Item 13 - Driveway and Road Repair and Replacement**

A. **General**

- 1. Payment for removing and replacing driveway and road asphalt and concrete pavement will be made based on the measured quantity replaced at the unit price Bid. The unit price Bid shall include all costs associated with cutting, removing, disposing of existing pavement, replacing and compaction and soil testing of base, sub base, concrete, asphalt and all related items as required, including providing select backfill if necessary, all traffic control and temporary measures for maintaining traffic.
 - 2. Payment shall be made only for that length for which the pipeline is constructed underneath or within four (4) feet of the edge of the pavement to a width as shown in the Standard Details and Specifications.
 - 3. No additional payment will be made for removing and replacing damaged adjacent pavement.
 - 4. No additional payment will be made for saw cutting of driveways or curbs.
- B. Payment for removing and replacing gravel driveways will be made based on the measured quantity replaced at the unit price Bid for **GRAVEL DRIVEWAY**. The unit price Bid shall include all costs associated with removing, replacing, and

compacting a minimum of four (4) inches of GAB or #57 stone, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.

- C. Payment for removing and replacing asphalt driveways will be made based on the measured quantity replaced at the unit price Bid for **ASPHALT DRIVEWAY**. The unit price Bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of four (4) inches of GAB and one and a half inches of Type E asphalt, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.
- D. Payment for removing and replacing residential concrete driveways will be made based on the measured quantity replaced at the unit price Bid for **CONCRETE DRIVEWAY - RESIDENTIAL**. The unit price Bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting sub base, and placing a minimum of four (4) inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- E. Payment for removing and replacing commercial concrete driveways will be made based on the measured quantity replaced at the unit price Bid for **CONCRETE DRIVEWAY - COMMERCIAL**. The unit price Bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting sub base, and placing a minimum of six (6) inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- F. Payment for removal and replacement of sidewalk shall be made at the unit price Bid for **CONCRETE SIDEWALK**. No payment for sidewalk shall be made where the centerline of the new pipe is more than five (5) feet from the closest edge of the sidewalk.

- G. Payment for removal and replacement of curb and gutter shall be made at the unit prices Bid for **CONCRETE CURB AND GUTTER**. No payment for curb and gutter shall be made where the centerline of the new pipe is more than five (5) feet from the closest edge of the curb and gutter.
- H. Payment for removal and replacement of asphalt pavement shall be made at the unit price Bid for **ASPHALT PAVEMENT REMOVAL AND REPLACEMENT**. The unit price Bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of six (6) inches of crusher run and one and a half inches of Type E asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures. Payment will be made for the length for which the pipeline is constructed underneath the roadway and for the width as limited by the Standard Details and Specifications, or as approved by the City Engineer.
- I. No separate or additional payment shall be made for temporary measures required to make the road or driveway surface passable, including backfilling the top of the trench temporarily with crusher run or granular material or placing a temporary asphalt topping.

10. **Item 14 - Cast in Place Concrete**

- A. The unit price Bid for **CONCRETE PIERS** shall include all costs associated with installation of concrete piers under sewer line including excavation, backfill, compaction, dewatering, drilling grout holes, grouting dowels in place, concrete, reinforcement and all other work required for pier installation. Measurement for vertical height of the piers shall include the thickness of the footing.
- B. The cost of services of the consulting soil and foundation shall be included in the unit price Bid for concrete piers.
- C. The unit price Bid for **GENERAL CONCRETE PLACEMENT** shall include all costs of placing general concrete as directed by the City Engineer. General concrete placement shall only be used for concrete in addition to items listed elsewhere in the Bid.
- D. The unit price Bid for **CONCRETE - FLOWABLE FILL** shall include all costs of filling abandoned pipes with concrete as directed by the City Engineer. Flowable fill shall only be used for concrete in addition to items listed elsewhere in the Bid.

11. **Item 15 - Emergency Services**

- A. The following labor and equipment are included in the Bid for when the City needs manpower or additional equipment to assist in making emergency repairs other than

those specified above as unit price items. Hourly rate items below shall **NOT** apply when work is performed under non-emergency conditions. The Notice to Proceed for each project will indicate emergency or non-emergency project status. Once an emergency is declared contained by the City Engineer, the project will go forward as non-emergency utilizing line items and a Notice to Proceed will be issued for the remainder of the work.

- B. The unit price Bid for the following items shall include all costs for providing the specified personnel on an hourly basis as required by the City Engineer. Payment may be made for partial workdays where applicable. All overhead and direct costs, including all mobilization costs, for providing the labor, equipment, tools, supplies associated shall be included. Separate payments for items not included shall be agreed to prior to providing such items. No payment will be made for additional services provided without proper written notification to the City Engineer that the services being requested are additional.
1. Sewer Superintendent with Pickup Truck
 2. Sewer Crew Truck fully equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including Sewer Foreman and three (3) laborers
 3. Rubber Tire Front End Loader with Trailer and Operator
 4. Rubber Tire Backhoe with Trailer and Operator
 5. Excavator with Trailer and Operator
 6. Trench Compactor with Operator
 7. Mobile Air Compressor with hoses and air tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)
- C. During emergency conditions, Contractor representative shall be on site within two (2) hours of notification of emergency work and Contractor workforce shall be on site within four (4) hours of notification to commence emergency repair work. Any failure to respond to an emergency request will be grounds for non-assignment of future projects and a poor performance evaluation.

EXHIBIT II
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION

GENERAL

1. Scope

- A. The Bid Form (Bid) lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid unless specifically authorized, in writing, by the City Engineer.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the unit prices Bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all labor, fuel, equipment, tools and materials, and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the drawings and Standard Specifications provided by the City Engineer. The City Engineer may approve the use of City owned material from City Stockbridge provided the contractor replaces the material used within thirty (30) days with identical or functionally equivalent material, if approved by the City Engineer. If the material is not replaced in thirty (30) days, the cost of the material used will be deducted from the Contractor's invoice. In all instances where City Engineer approval is required, such approval must be in writing.

2. Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from actual quantities installed and measured in the field.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.

- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, or as approved in writing by the City Engineer prior to beginning the work, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part. In the event that the City Engineer requests work that is agreed on by both the City Engineer and the Contractor as not included in the Bid, that item of work will be paid for at actual cost (invoices required) plus 10% markup.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all parts, labor, equipment, tools and materials not furnished by the City and for performing all operations required to provide to the City the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. “Products” shall mean materials or equipment permanently incorporated into the work.
- G. “Provide” shall mean furnish and install.

3. Non-Payments

- A. No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.
- B. No separate payment shall be made for excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.
- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price Bid for each particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of re-establishing the benchmarks, reference points and stakes.

BID ITEMS

1. Item 1 - Contractor Mobilization/Demobilization

All costs associated with mobilization of all required resources, a one-time cost for each non-emergency project assigned by the City, shall be included in the unit prices Bid for **CONTRACTOR MOBILIZATION/DEMOBILIZATION**, based on the project sizes listed in the Bid.

2. Items 2 through 6 - Water Mains and Ductile Iron Pipe (DIP) (Pressure Class 350)

A. Existing Utilities and Obstructions

1. **Horizontal Conflict:** Payments for conflicts with existing utilities shall be made only where additional fittings and/or additional lengths of pipe are approved by the City Engineer. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the water main.

2. **Vertical Conflict:** Where authorized by the City Engineer, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices Bid for water main. No payment will be made for relocation of existing utilities except as authorized by the City Engineer.

B. **Location and Grade:** No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, cut sheets, limits of right of way or easement, including their restoration, as well as centerline or baseline points.

C. **Construction along Highways, Streets and Roadways:** No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways, except as authorized by the City Engineer.

D. Ductile Iron Pipe Water Main

1. Payment for water main shall be made at the unit price Bid for **WATER MAIN**, for the quantity and type provided at the appropriate depth. Payment will be made at the unit price for the actual depth of the water line

2. Measurement for payment at the unit price for **WATER MAIN** shall be made along the centerline of the pipe, through valves and fittings. Depth of cut shall be measured from pipe invert to ground level at the pipe centerline. Cut sheets prepared by the Contractor and approved by the City Engineer shall be the basis for payment.

3. The unit price Bid for **WATER MAIN** shall include all costs for installation of the water line as required including, but not limited to, materials, labor, excavation, dewatering, shoring, bedding, haunching, backfill, compaction, clean-up, testing, and all other related items not listed as separate items in the Bid.
4. No payment shall be made for sections of pipe which are not installed.
5. No additional payment shall be made for replacement of defective materials.
6. No payment shall be made for sections of pipe which have not passed the required tests, or if the area has not been cleaned up to the satisfaction of the City Engineer.
7. No separate payment will be made for cutting and beveling pipe.
8. **Thrust Restraint/Joint Restraint:** Joint restraint will be the preferred method of restraint. The method of restraint will be determined by the City Engineer. No separate payment will be made for retainer glands or harnessing. Payment for concrete thrust collars shall be made at the unit price Bid for **CONCRETE THRUST COLLARS**.

3. **Item 7 – Fittings**

- A. The unit price Bid for **FITTINGS** shall include the costs of fittings and all joint accessories and the cost of all related blocking. The weight of fittings used for payment shall be AWWA C110 standard weight for C110 fittings, or AWWA C153 standard weight for C153 fittings and shall not include the weight of bolts, glands or cement lining.
- B. Weight of fittings for payment for diameters fifty-four (**54**) inches and larger shall be manufacturer's standard weight and shall not include weight of bolts, glands or cement lining.
- C. Anchor couplings not included in a fire hydrant assembly will be paid for at the unit price Bid for **FITTINGS** and shall not be included in the quantities measured for water main. Weight for payment of anchor couplings will be determined from the manufacturer's standard weight, including the coupling and rotating split gland.
- D. Hydrant tees not included in a fire hydrant assembly will be paid for at the unit price Bid for **FITTINGS**. Weight for payment of anchor couplings will be determined from the manufacturer's standard weight.

4. **Item 8 - Fire Hydrants**

- A. Fire Hydrants shall be 5 ¼" valve opening and be M&H 129 or approved equivalent. Payment for fire hydrants shall be made for the actual quantity installed at the unit price Bid for **FIRE HYDRANT ASSEMBLY**. The unit price Bid for fire hydrant assembly shall include all costs associated with providing a complete fire hydrant assembly, except as listed below, including 4 1/2 feet depth of bury fire hydrant, six (6) inch gate valve, valve box, related blocking, gravel drain, grade-lock fitting, anchor couplings, hydrant tee and all associated labor and materials.
- B. Payment for hydrant lead piping and blow off piping will be made at the unit price Bid for **HYDRANT EXTENSION**, except when anchor couplings are used.
- C. Fittings for blow off and air release hydrant leads will be paid for at the unit price Bid for **FITTINGS**.
- D. Payment for hydrant extension sections where the depth of bury of fire hydrants is greater than 4 1/2 feet shall be made to the nearest half foot at the unit price Bid for **HYDRANT EXTENSION**. No distinction shall be made between the additional barrel lengths provided by measuring and ordering the proper depth of bury for the hydrants and the additional barrel length provided by adding extension kits after the hydrant is ordered. The unit price Bid for **HYDRANT EXTENSION** shall include the cost of valve extension stems.
- E. **Salvage Existing Hydrant:** Measurement for payment for removal and salvaging or disposal of existing fire hydrants shall be based on the actual quantity at the unit price Bid per each hydrant removed. The unit price Bid shall include all costs associated with removal of the hydrant assembly, plugging the existing main, restoration of the area, transportation of the salvaged hydrant assembly to the City's public works facility or disposal of the assembly if directed by the City Engineer.

5. **Item 9 - Valves and Valve Adjustments**

- A. **Valves:** The unit price Bid for **VALVES** shall include the cost of providing the valve, extension stem, valve box, valve marker, all joint accessories and all other related items.
- B. **Valve Adjustments in Pavement (0'-5')** - The unit price Bid for **VALVE ADJUSTMENTS IN PAVEMENT (0'-5')** shall include the cost of providing the new valve box and lid or six (6) inch ductile iron pipe, excavation, backfill, concrete pad, pavement repair and all other related items.
- C. **Valve Adjustments in Pavement (5' or greater)-** The unit price Bid for **VALVE ADJUSTMENTS IN PAVEMENT (5' or greater)** shall include the cost of

providing the new valve box and lid or six (6) inch ductile iron pipe, valve extension, excavation, backfill, concrete pad, pavement repair and all other related items.

- D. **Valve Adjustments out of Pavement (0'-5')** - The unit price Bid for **VALVE ADJUSTMENTS OUT OF PAVEMENT (0'-5')** shall include the cost of providing the new valve box and lid or six (6) inch ductile iron pipe, manufactured concrete pad, excavation, backfill and all other related items.
- E. **Valve Adjustments out of Pavement (5' or greater)** - The unit price Bid for **VALVE ADJUSTMENTS OUT OF PAVEMENT (5' or greater)** shall include the cost of providing the new valve box and lid or six (6) inch ductile iron pipe, valve extension, manufactured concrete pad, excavation, backfill and all other related items.

6. **Item 10 through 12 – Connections to Existing Water Lines**

- A. The unit price Bid for **TAPPING SLEEVES AND VALVES** shall include the cost of locating the existing line, providing the sleeve, valve, extension stem, valve box, valve marker, all joint accessories, related support blocking and accessories, and all labor, materials, and tools required for a complete installation, including tapping the existing line. Payment for required thrust blocking will be paid for at the unit price Bid for **CONCRETE THRUST BLOCKING**.
- B. The unit price Bid for **CUT IN CONNECTION** shall include the cost of locating and cutting the existing line and making the connection of the new line to the existing line, including all labor, materials and tools required for a complete installation. All required fittings, valves, ductile iron water main and thrust blocking will be paid for at the unit price Bid for the item to which it pertains.
- C. The unit price Bid for **STRAIGHT CONNECTION** shall include the cost of locating the existing line, removing existing plugs or other fittings and cutting the existing line, making connection of the new line to the existing line, including all labor, materials and tools required for a complete installation. All required fittings, valves, ductile iron water main and thrust blocking will be paid for at the unit price Bid for the item to which it pertains.

7. **Item 13 – Abandon Existing Water Main**

- A. **Cut and Plug/Deadman Restraint:** The unit price Bid for **CUT AND PLUG/DEADMAN RESTRAINT** shall include all costs associated with cutting and plugging an existing water line, including locating the existing line, excavation, dewatering, cutting the line as necessary to remove the existing pipe and as directed by the City Engineer, plugging openings where the cuts were made, providing all

anchors, rods, straps and all other related items. Payment will be made for the quantity installed at the unit price Bid for the appropriate size water main.

- B. Payment for plugs will be made at the unit price Bid for **FITTINGS**.
- C. Payment for concrete thrust blocking or thrust collars will be made at the unit price Bid for the appropriate item.
- D. No separate payment will be made for clean-up, pressure testing, and disinfection. All costs associated with clean up, laboratory testing, pressure testing and disinfection of water main shall be included in the unit price Bid for **WATER MAIN**

8. **Item 14 – Water Service Connections**

- A. The unit price Bid for **NEW 3/4-INCH SERVICE LINE** shall include all variable labor and materials associated with installation of a new water service line, including 3/4-inch copper tubing from the water main to the water meter. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- B. The unit price Bid for **NEW 1-INCH SERVICE LINE** shall include all variable labor and materials associated with installation of a new water service line, including 1- inch copper tubing from the water main to the water meter. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- C. The unit price Bid for **NEW 1-1/2-INCH SERVICE LINE** shall include all variable labor and materials associated with installation of a new water service line, including 1-1/2-inch copper tubing from the water main to the water meter. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- D. The unit price bid for **NEW 2-INCH SERVICE LINE** shall include all variable labor and materials associated with installation of a new water service line, including 2- inch copper tubing from the water main to the water meter. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.

9. **Item 15 – Water Service Changeovers**

- A. The unit price Bid for **CHANGEOVER SETUP** shall include fixed labor and materials associated with replacement of an existing water service connection, including locating the existing service, abandoning the existing service line, any necessary boring and any associated pavement removal and replacement necessary

to accomplish the work. The unit price Bid for **CHANGEOVER SETUP** shall include direct tap, corporation stop, curb stop, associated fittings required for a complete installation, but not including the copper service line itself. It is assumed that the meter and meter box will remain in place and will be reused. Measurement for payment will be made on the number of service changeovers installed, at the unit price Bid for **EACH** setup.

- B. The unit price Bid for **REPLACE EXISTING WITH 3/4-INCH SERVICE LINE** shall include all variable labor and materials associated with replacement of an existing water service line, including 3/4-inch copper tubing from the water main to the water meter and not including items included in **CHANGEOVER SETUP** above. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- C. The unit price Bid for **REPLACE EXISTING WITH 1-INCH SERVICE LINE** shall include all variable labor and materials associated with replacement of an existing water service line, including 1-inch copper tubing from the water main to the water meter, and not including items included in **CHANGEOVER SETUP** above. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- D. The unit price Bid for **REPLACE EXISTING WITH 1-1/2-INCH SERVICE LINE** shall include all variable labor and materials associated with replacement of an existing water service line, including 1-1/2-inch copper tubing from the water main to the water meter, and not including items included in **CHANGEOVER SETUP** above. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- E. The unit price Bid for **REPLACE EXISTING WITH 2-INCH SERVICE LINE** shall include all variable labor and materials associated with replacement of an existing water service line, including 2-inch copper tubing from the water main to the water meter, and not including items included in **CHANGEOVER SETUP** above. Measurement for payment will be made from the tap to the water meter, per linear foot actually installed.
- F. Payment for **WATER METER RELOCATION** will be made only as ordered by the City Engineer, in addition to payment for service changeovers as appropriate. The unit price Bid for **WATER METER RELOCATION** shall include all additional work required beyond the fixed cost for changeover setup plus the linear foot cost for replacing an existing service line. The unit price Bid shall include disconnecting the existing meter, pressure reducing valve and back flow preventer, moving the meter, meter box, pressure reducing valve and back flow preventer to

the new location; reconnecting the meter, pressure reducing valve and back flow preventer to the existing house service line including up to ten (10) linear feet of house side copper tubing, reinstalling the meter box for the meter in accordance with the drawings and providing a new valve box for the pressure reducing valve.

10. **Item 16 – Precast Valve Vault or Manhole**

- A. The unit price Bid for **4 OR 5-FOOT DIAMETER PRECAST VALVE VAULT OR MANHOLE**, at the depths listed in the Bid, shall include all costs associated with construction of a complete valve vault or manhole on a new water line, including excavation, shoring, dewatering, backfilling, compaction, crushed stone bedding, grouting and all incidental items required to complete the installation.
- B. Measurement for payment at the unit price for **PRECAST VALVE VAULT OR MANHOLE** shall be made from the outside bottom of the vault or manhole to the top of the top section. Payment will be made at the unit price for the actual depth of the vault or manhole.

11. **Item 17 - Storm Drain Pipe Installation**

- A. The unit price Bid for **STORM DRAIN PIPE** shall include all costs associated with the installation or replacement of the appropriate size and type of storm drain piping associated with construction of a water line, where directed by the City Engineer. Costs for excavation, shoring, dewatering, backfilling, compaction and bedding shall be included in the unit price Bid for **WATER MAIN**.
- B. Measurement for payment will be made along the centerline of the storm drain pipe installed.
- C. No separate payment will be made for support of existing pipe when installing new water line over or under existing storm water piping. All costs for support shall be included in the unit price Bid for **WATER MAIN**.
- D. Costs for removing and replacing existing storm water pipe for ease of construction when installing new water line shall be included in the unit price Bid for **WATER MAIN**. Payment for storm drain pipe will only be made where removal or replacement is approved or ordered by the City Engineer prior to removal.

12. **Item 18 – Driveway and Road Repair and Replacement**

A. **General**

1. Payment for removing and replacing driveway and road asphalt and concrete pavement will be made based on the measured quantity replaced at the unit price Bid. The unit price Bid shall include all costs associated with cutting, removing, disposing of existing pavement, replacing and compaction and soil testing of base, sub base, concrete, asphalt, and all related items as required, including providing select backfill if necessary, all traffic control and temporary measures for maintaining traffic.
2. Payment shall be made only for that length for which the pipeline is constructed underneath or within four (4) feet of the edge of the pavement to a width as shown in the Standard Details and Specifications.
3. No additional payment will be made for removing and replacing damaged adjacent pavement.
4. No additional payment will be made for saw cutting of driveways or curbs.

B. Payment for removing and replacing gravel driveways will be made based on the measured quantity replaced at the unit price Bid for **GRAVEL DRIVEWAY**. The unit price Bid shall include all costs associated with removing, replacing, and compacting a minimum of four (4) inches of GAB or #57 stone, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.

C. Payment for removing and replacing asphalt driveways will be made based on the measured quantity replaced at the unit price Bid for **ASPHALT DRIVEWAY**. The unit price Bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of four (4) inches of GAB and one and a half inches of Type E asphalt, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.

D. Payment for removing and replacing residential concrete driveways will be made based on the measured quantity replaced at the unit price Bid for **CONCRETE DRIVEWAY - RESIDENTIAL**. The unit price Bid shall include all costs associated with cutting, removing existing concrete, disposing of removed

materials, compacting sub base, and placing a minimum of four (4) inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.

- E. Payment for removing and replacing commercial concrete driveways will be made based on the measured quantity replaced at the unit price Bid for **CONCRETE DRIVEWAY - COMMERCIAL**. The unit price Bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting sub base, and placing a minimum of six (6) inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- F. Payment for removal and replacement of sidewalk shall be made at the unit price Bid for **CONCRETE SIDEWALK**. No payment for sidewalk shall be made where the centerline of the new pipe is more than five (5) feet from the closest edge of the sidewalk.
- G. Payment for removal and replacement of curb and gutter shall be made at the unit prices Bid for **CONCRETE CURB AND GUTTER**. No payment for curb and gutter shall be made where the centerline of the new pipe is more than five (5) feet from the closest edge of the curb and gutter.
- H. Payment for removal and replacement of asphalt pavement shall be made at the unit price Bid for **ASPHALT PAVEMENT REMOVAL AND REPLACEMENT**. The unit price Bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of six (6) inches of crusher run and one and a half inches of Type E asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures. Payment will be made for the length for which the pipeline is constructed underneath the roadway and for the width as limited by the Standard Details and Specifications, or as approved by the City Engineer.
- I. No separate or additional payment shall be made for temporary measures required to make the road or driveway surface passable, including backfilling the top of the trench temporarily with crusher run or granular material or placing a temporary asphalt topping.

13. **Item 19 – Cast in Place Concrete**

- A. **Structural Concrete:** The unit price Bid for **STRUCTURAL CONCRETE** shall include all costs associated with placing concrete as directed by the City Engineer including excavation, dewatering, formwork, placing of concrete and all associated labor, tools and materials.
- B. **Concrete Thrust Collars:** The unit price Bid for **CONCRETE THRUST COLLARS** shall include all associated costs including high early strength concrete, reinforcing, forming and weld on collar or split retainer gland as directed by the City Engineer. Measurement for payment shall be made at the unit price in the Bid for the quantity of installed concrete for the appropriate size pipe.
- C. The cost of services of the consulting soil and foundation shall be included in the unit price Bid for concrete piers.

14. **Item 21 - Emergency Services**

- A. The following labor and equipment are included in the Bid for when the City needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. Hourly rate items below shall **NOT** apply when work is performed under non-emergency conditions. The Notice to Proceed for each project will indicate emergency or non-emergency project status. Once an emergency is declared contained by the City Engineer, the project will go forward as non-emergency utilizing line items and a Notice to Proceed will be issued for the remainder of the work.
- B. The unit price Bid for the following items shall include all costs for providing the specified personnel on an hourly basis as required by the City Engineer. Payment may be made for partial workdays where applicable. All overhead and direct costs, including all mobilization costs, for providing the labor, equipment, tools, supplies associated shall be included. Separate payments for items not included shall be agreed to prior to providing such items. No payment will be made for additional services provided without proper written notification to the City Engineer that the services being requested are additional.
- C. During emergency conditions, Contractor representative shall be on site within two (2) hours of notification of emergency work and Contractor workforce shall be on site within four (4) hours of notification to commence emergency repair work. Any failure to respond to an emergency request will be grounds for non-assignment of future projects and a poor performance evaluation.

ATTACHMENT A
COST PROPOSAL FORM
REQUEST FOR PROPOSALS (RFP) NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION

Responder: Please complete the attached Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2020-0026 and Annual On-Call Water and Sewer Emergency Repair, Operational Repair, Maintenance and Construction" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL

Instructions: The successful Contractor is required to furnish all labor, travel, resources, materials, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. PLEASE INSERT THE TOTAL COST FOR EACH COST PROPOSAL ITEMS 1 THRU 132 BID SUMMARY:

Item No.	Item Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
8 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER				
1	Depth 0 – 6 Feet	LF	\$	\$
2	Depth 6.1 – 12 Feet	LF	\$	\$
3	Depth 12.1 – 18 Feet	LF	\$	\$
4	Depth Installed in 16 Inch Steel Casing	LF	\$	\$
8 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER (TOTAL ITEM NO. 1-4)				\$

Item No.	Item Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
8 INCH PVC SDR 26 GRAVITY SEWER				
5	Depth 0 – 6 Feet	LF	\$	\$
6	Depth 6.1 – 12 Feet	LF	\$	\$
7	Depth 12.1 – 18 Feet	LF	\$	\$
8	Depth Installed in 16 Inch Steel Casing	LF	\$	\$
8 INCH PVC SDR 26 GRAVITY SEWER (TOTAL ITEM NO. 5-8)				\$

Item No.	Item e Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
10 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER				
9	Depth 0 – 6 Feet	LF	\$	\$
10	Depth 6.1 – 12 Feet	LF	\$	\$
11	Depth 12.1 – 18 Feet	LF	\$	\$
12	Depth Installed in 18 Inch Steel Casing	LF	\$	\$
10 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER (TOTAL ITEM NO. 9-12)				\$

Item No.	Item e Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
10 INCH PVC SDR 26 GRAVITY SEWER GRAVITY SEWER				
13	Depth 0 – 6 Feet	LF	\$	\$
14	Depth 6.1 – 12 Feet	LF	\$	\$
15	Depth 12.1 – 18 Feet	LF	\$	\$
16	Depth Installed in 18 Inch Steel Casing	LF	\$	\$
10 INCH PVC SDR 26 GRAVITY SEWER GRAVITY SEWER (TOTAL ITEM NO. 13-16)				\$

Item No.	Item e Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
12 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER				
17	Depth 0 – 6 Feet	LF	\$	\$
18	Depth 6.1 – 12 Feet	LF	\$	\$
19	Depth 12.1 – 18 Feet	LF	\$	\$
20	Depth Installed in 20 Inch Steel Casing	LF	\$	\$
12 INCH DIP (SPECIFICALLY COATED FOR SEWER USE) GRAVITY SEWER (TOTAL ITEM NO. 17-20)				\$

Item No.	Item e Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
12 INCH PVC SDR 26 GRAVITY SEWER GRAVITY SEWER				
18	Depth 0 – 6 Feet	LF	\$	\$
19	Depth 6.1 – 12 Feet	LF	\$	\$
20	Depth 12.1 – 18 Feet	LF	\$	\$
21	Depth Installed in 20 Inch Steel Casing	LF	\$	\$
12 INCH PVC SDR 26 GRAVITY SEWER GRAVITY SEWER (TOTAL ITEM NO. 18-21)				\$

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Item No.	Item e Description	Unit	Dollars Per Linear Feet (LF)	Estimated Total (unit x dollars Per LF =Est. Total)
HDPE PIPE SLIP LINING				
22	Diameter 8 Inches	LF	\$	\$
23	Diameter 10 Inches	LF	\$	\$
24	Diameter 12 Inches	LF	\$	\$
HDPE PIPE SLIPLINING (TOTAL ITEM NO. 22-24)				\$

Item No.	Item e Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
SERVICE LINE RECONNECTIONS				
25	By excavation of HDPE, pipe bursting or CIPP 0 – 10' depth	EA	\$	\$
26	By excavation of HDPE, pipe bursting or CIPP greater than 10' depth	EA	\$	\$
27	By internal reinstatement for CIPP	EA	\$	\$
SERVICE LINE RECONNECTIONS (TOTAL ITEM NO. 25-27)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
4 FOOT DIAMETER MANHOLE REHABILITATION – SPRAY ON CEMENTIOUS				
28	Depth Up to 5 Feet	VF	\$	\$
29	Depth 6.0 – 10 Feet	VF	\$	\$
30	Depth 11.0 – 15 Feet	VF	\$	\$
4 FOOT DIAMETER MANHOLE REHABILITATION – SPRAY ON CEMENTIOUS (TOTAL ITEM NO. 28-30)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
4 FOOT DIAMETER PRECAST MANHOLE				
31	Depth Up to 6 Feet	VF	\$	\$
32	Depth 6.1 – 12 Feet	VF	\$	\$
33	Depth 12.1 – 18 Feet	VF	\$	\$
4 FOOT DIAMETER PRECAST MANHOLE (TOTAL ITEM NO. 31-33)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
4 FOOT DIAMETER PRECAST DOGHOUSE MANHOLE				
34	Depth Up to 5 Feet	VF	\$	\$
35	Depth 5.1 – 10 Feet	VF	\$	\$
36	Depth 10.1 – 15 Feet	VF	\$	\$
37	Depth 15.1 – 20 Feet	VF	\$	\$
4 FOOT DIAMETER PRECAST DOGHOUSE MANHOLE (TOTAL ITEM NO. 34-37)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
MANHOLE ASSESSORIES				
38	Safety Platform	EA	\$	\$
39	Standard Ring and Cover	EA	\$	\$
40	Standard Ring and Cover – Traffic Rated	EA	\$	\$
41	Bolt down Watertight Ring and Cover	EA	\$	\$
42	Hinged (Pamrex or Equivalent) Ductile Iron Ring and Cover	EA		
MANHOLE ASSESSORIES (TOTAL ITEM NO. 38 - 42)				\$

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Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
MANHOLE MODIFICATIONS				
43	Adjust Existing Manhole Cover to Grade (In Pavement)	EA	\$	\$
44	Adjust Existing Manhole Cover to Grade (Out of Pavement)	EA	\$	\$
45	Adjust Existing Precast Manhole	EA	\$	\$
46	Adjust Existing Brick Manhole	EA	\$	\$
47	Hinged (Pamrex or Equivalent) Ductile Iron Ring and Cover	EA		
MANHOLE MODIFICATIONS (TOTAL ITEM NO. 43 - 47)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
MANHOLE CONNECTIONS				
48	8" Inside Drop Connection	EA	\$	\$
49	8" Outside Drop Connection	EA	\$	\$
50	8" Core and Boot	EA	\$	\$
51	10" Core and Boot	EA	\$	\$
MANHOLE CONNECTIONS (TOTAL ITEM NO. 48 - 51)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
MANHOLE CONNECTIONS				
52	Gravel Driveway Replacement	Per SY	\$	\$
53	Asphalt Driveway Replacement	Per SY	\$	\$
54	Concrete Driveway Replacement Residential	Per SY	\$	\$
55	Concrete Driveway Replacement Commercial	Per SY	\$	\$
56	Concrete Sidewalk	Per SY	\$	\$
57	Concrete Curb and Gutter	Per LF	\$	\$
58	Asphalt Pavement Removal and Replacement	Per SY	\$	\$
MANHOLE CONNECTIONS (TOTAL ITEM NO. 52 - 58)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
CAST IN PLACE CONCRETE				
59	Concrete Piers	Per VF	\$	\$
CAST IN PLACE CONCRETE (TOTAL ITEM NO. 59)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
EMERGENCY SERVICES				
60	Sewer Superintendent with pickup truck	Per HR	\$	\$
61	Sewer crew truck fully equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw and miscellaneous hand tools, including Sewer Foreman and three (3) laborers	Per HR	\$	\$
62	Rubber tire front end loader with trailer and operator	Per HR	\$	\$
63	Rubber tire backhoe with trailer and operator	Per HR	\$	\$
64	Excavator with trailer and Operator	Per HR	\$	\$
65	Trench compactor with Operator	Per HR	\$	\$
66	Mobile air compressor with hoses and air tools (jackhammer, etc.)	Per HR	\$	\$
EMERGENCY SERVICES (TOTAL ITEM NO. 60 - 66)				\$

COST PROPOSAL WATER SERVICES

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
WATER SERVICES				
67	6 Inch DIP (PRESSURE CLASS 350) Water Main Depth 0-8 Feet	Per LF	\$	\$
68	8 Inch DIP (PRESSURE CLASS 350) Water Main Depth 0-8 Feet	Per LF	\$	\$
69	10 Inch DIP (PRESSURE CLASS 350) Water Main Depth 0-8 Feet	Per LF	\$	\$
68	12 Inch DIP (PRESSURE CLASS 350) Water Main Depth 0-8 Feet	Per LF	\$	\$
69	16 Inch DIP (PRESSURE CLASS 350) Water Main Depth 0-8 Feet	Per LF	\$	\$
70	Fittings	Per LB	\$	\$
(TOTAL ITEM NO. 67 - 70)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
FIRE HYDRANTS				
71	Fire Hydrant Assembly	EA	\$	\$
72	Hydrant Extension	Per LF	\$	\$
73	Salvage Existing Hydrant and Return to City	EA	\$	\$
(TOTAL ITEM NO. 71- 73)				\$

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Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
VALVES				
74	6" Gate Valve	EA	\$	\$
75	8" Gate Valve	EA	\$	\$
76	10" Gate Valve	EA	\$	\$
77	12" Gate Valve	EA	\$	\$
78	16" Gate Valve	EA	\$	\$
79	Valve Adjustments in Pavement (0 – 5')	EA	\$	\$
80	Valve Adjustments in Pavement (5' or Greater)	EA	\$	\$
81	Valve Adjustments Out of Pavement (5' or Greater)	EA	\$	\$
VALVES (TOTAL ITEM NO. 74 – 81)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
CONNECTIONS TO EXISTING WATER LINES – TAPPING SLEEVE AND VALVE				
82	8 X 8 Tapping Sleeve and Valve	EA	\$	\$
83	10 X 8 Tapping Sleeve and Valve	EA	\$	\$
84	10 X 10 Tapping Sleeve and Valve	EA	\$	\$
85	12 X 10 Tapping Sleeve and Valve	EA	\$	\$
86	12 X 12 Tapping Sleeve and Valve	EA	\$	\$
CONNECTIONS TO EXISTING WATER LINES – TAPPING SLEEVE AND VALVE (TOTAL ITEM NO. 82 - 86)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
CONNECTIONS TO EXISTING WATER LINES – CUT IN CONNECTIONS				
87	Cut in Connection on 6” Line	EA	\$	\$
88	Cut in Connection Valve on 8” Line	EA	\$	\$
89	Cut in Connection on 10” Line	EA	\$	\$
90	Cut in Connection on 12” Line	EA	\$	\$
91	Cut in Connection on 16” Line	EA	\$	\$
CONNECTIONS TO EXISTING WATER LINES – CUT IN CONNECTIONS (TOTAL ITEM NO. 87 - 91)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
CONNECTIONS TO EXISTING WATER LINES – STRAIGHT CONNECTIONS				
92	Straight Connection on 6” Line	EA	\$	\$
93	Straight Connection on 8” Line	EA	\$	\$
94	Straight Connection on 10” Line	EA	\$	\$
95	Straight Connection on 12” Line	EA	\$	\$
96	Straight Connection on 16” Line	EA	\$	\$
CONNECTIONS TO EXISTING WATER LINES – STRAIGHT CONNECTIONS (TOTAL ITEM NO. 92 - 96)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
ABANDON EXISTING WATER MAIN				
97	Cut and Plug Deadman Restraint 1 ½ to 6” Line	EA	\$	\$
98	Cut and Plug Deadman Restraint 8 to 12” Line	EA	\$	\$
ABANDON EXISTING WATER MAIN (TOTAL ITEM NO. 97 - 98)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
WATER SERVICE CONNECTIONS				
99	New ¾" Service Line	LF	\$	\$
100	New 1" Service Line	LF	\$	\$
101	New 1 1/2" Service Line	LF	\$	\$
102	New 2" Service Line	LF	\$	\$
WATER SERVICE CONNECTIONS (TOTAL ITEM NO. 99 - 102)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
WATER SERVICE CONNECTIONS				
103	Changeover Setup	EA	\$	\$
104	Replace Existing ¾" Service Line	LF	\$	\$
105	Replace Existing 1" Service Line	LF	\$	\$
106	Replace Existing 1 1/2" Service Line	LF	\$	\$
107	Replace Existing 2" Service Line	LF	\$	\$
108	Water Meter Relocation	EA	\$	\$
WATER SERVICE CONNECTIONS (TOTAL ITEM NO. 103 - 108)				\$

City of Stockbridge Procurement Division

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Stockbridge, Ga 30281

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
4- OR 5-FOOT DIAMETER PRECAST VALVE VAULT OR MANHOLE				
109	0.0 – 8 Feet Deep	VF	\$	\$
110	Greater Than 8 Feet Deep	VF	\$	\$
4- OR 5-FOOT DIAMETER PRECAST VALVE VAULT OR MANHOLE (TOTAL ITEMS 109 – 110)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
STORM DRAINPIPE				
111	12” RCP	LF	\$	\$
112	12” CMP	LF	\$	\$
113	18” RCP	LF	\$	\$
114	18” CMP	LF	\$	\$
115	24” RCP	LF	\$	\$
116	24” CMP	LF	\$	\$
117	36” RCP	LF	\$	\$
118	36” CMP	LF	\$	\$
STORM DRAINPIPE (TOTAL ITEMS 111 – 118)				\$

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Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT				
119	Gravel Driveway Replacement	SY	\$	\$
120	Asphalt Driveway Replacement	SY	\$	\$
121	Concrete Driveway Replacement Residential	SY	\$	\$
122	Concrete Driveway Replacement Commercial	SY	\$	\$
123	Concrete Sidewalk	SY	\$	\$
124	Concrete Curb and Gutter	LF	\$	\$
125	Asphalt Pavement Removal and Replacement	SY	\$	\$
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT (TOTAL ITEMS 119 – 125)				\$

Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
CAST IN PLACE CONCRETE				
126	Gravel Driveway Replacement	SY	\$	\$
127	Asphalt Driveway Replacement	SY	\$	\$
128	Concrete Driveway Replacement Residential	SY	\$	\$
CAST IN PLACE CONCRETE (TOTAL ITEMS 126 – 128)				\$

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Item No.	Item Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit =Est. Total)
EMERGENCY SERVICES				
126	Water Superintendent with pickup truck	HR	\$	\$
127	Water crew truck fully equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw and miscellaneous hand tools, including Sewer Foreman and three (3) laborers	HR	\$	\$
128	Rubber tire front end loader with trailer and operator	HR	\$	\$
129	Rubber tire backhoe with trailer and operator	HR	\$	\$
130	Trench compactor with Operator	HR	\$	\$
131	Mobile air compressor with hoses and air tools (jackhammer, etc.)	HR	\$	\$
EMERGENCY SERVICES (TOTAL ITEMS 126 – 131)				\$
OVERALL TOTAL AMOUNT (TOTAL ITEMS 1-132)				

ITEM 132 – CONTRACTOR MOBILIZATION

For Each Project Less Than \$25,000 \$500.00/EA

For Each Project \$25,000 to \$75,000 \$1,000.00/EA

For Each Project Greater Than \$75,000 \$1,500.00/EA

Please complete the form in its entirety. PLEASE INSERT THE TOTAL COST FOR EACH COST PROPOSAL ITEMS 1 THRU 132 BID SUMMARY:

OVERALL ESTIMATED TOTAL (ITEMS NUMBER 1 THRU 132) \$ _____

Total points awarded for price will be determined by applying the following formula:
(Lowest Overall Annual Contract Cost /Proposer's Price) x 35 = Price Score
Please note that prices may be negotiated in the best interest of the City after the scoring is completed

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- B. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied By an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized Agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- A. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest

possible Time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by

acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- a. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

- 3.27** As an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City

reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by The City for satisfactory compliance with the general terms, conditions and specifications of the proposal, by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III– DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia’s Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have

been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-0026 **ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR, OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION** – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000
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2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages,

liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

EXHIBIT VI
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2020-0026

SOLICITATION TITLE: **ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT VI
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-0026
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program^{*,2} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ²[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

**ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2020-0026
ANNUAL ON-CALL WATER AND SEWER EMERGENCY OPERATIONAL
REPAIR MAINTENANCE AND CONSTRUCTION SERVICES
FOR THE CITY OF STOCKBRIDGE
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2020-0026

DATE: January 21, 2021

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

**ON-CALL PUBLIC UTILITY SERVICES: EMERGENCY REPAIR,
OPERATIONAL REPAIR, MAINTENANCE AND CONSTRUCTION**

**All bids must be Mailed Only to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the receipt
via email within 3 days after bid opening date.**



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

A RESOLUTION FOR APPROVAL OF LANDSCAPE MAINTENANCE
SERVICES

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve the contract for Request for Proposal (RFP) Number: 2021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC, which was approved by Council, September 28, 2021;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Bidder. The Council hereby approves the contract pursuant to Request for Proposal (RFP) Number: 12021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC for an estimated annual amount of \$250,000. The supporting documents are attached.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, ESQ., City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: \$400,000.00

FROM ACCOUNT: 100-15650-522219

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2021-0004 LANDSCAPE
MAINTENANCE SERVICES – YELLOWSTONE LANDSCAPE, LLC

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC.

The Contract was approved by Council on September 28, 2021, for an estimated annual amount of \$250,000.00. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

STAFF RECOMMENDATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Public Works Department is also requesting that the annual contact amount for Landscape Maintenance increase by \$150,000.00, to accommodate the modified scope of services, which will include two (2) additional City buildings (Amphitheater and Public Works Administrative Building), the two (2) banner sites and the two (2) historical markers for an annual estimated overall contract amount of \$400,000.00.

The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. The contract expires December 31, 2021. This is the first renewal.

The Landscape Maintenance Services scope of services to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

- Maintenance of turf and ground cover areas, mowing and edging.
- Removal of litter and debris from turf, planter beds, fence lines and street curbs.
- Pruning of trees and shrubs.
- Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
- Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
- Replacement of plant material.

The Public Works Department has determined that Yellowstone Landscape – Southeast, LLC., is performing all work in accordance with the contract requirements and is providing quality city to the City.

The Public Works Department is requesting a contract renewal through December 2022, and the Procurement renewal process of this contract was approved by the City Manager.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Exhibit I – Contract Agreement

Exhibit II – Request For Proposal

Fiscal Impact: **Landscaping and Maintenance Agreement Account Number** 100-15650-522219

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Agreement
prepared for

CITY OF STOCKBRIDGE

Lindell Miller
Procurement Manager
City of Stockbridge

4640 North Henry Boulevard,
Stockbridge, GA 30281

Not yet submitted

PROJECT DETAILS

CLIENT NAME:	City of Stockbridge
BILLING ADDRESS:	4640 North Henry Boulevard, Stockbridge, GA 30281
PROPERTY CONTACT:	Decius Aaron
PROPERTY CONTACT EMAIL:	daaron@cityofstockbridge-ga.gov
PROPERTY CONTACT PHONE:	678-373-6765
CONTRACT EFFECTIVE DATE:	10-1-2021
CONTRACT EXPIRATION DATE:	9-30-2022
INITIAL TERM:	One Year
PROPERTY NAME:	City of Stockbridge
PROPERTY ADDRESS:	4640 North Henry Boulevard, Stockbridge, GA 30281
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	rmangham@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	678.794.8744
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described in attachment A as Option II. Option II scope supersedes original scope in the RFP.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$244,992.00** annually, in equal monthly installments billed in the amount of **\$20,416.00** upon receipt of invoice.

The parties shall negotiate price increases, if any, for any twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the terms and conditions of the RFP 2021-0004 (for Landscape Maintenance Service) and the EXHIBITS attached hereto constitute part of this agreement.

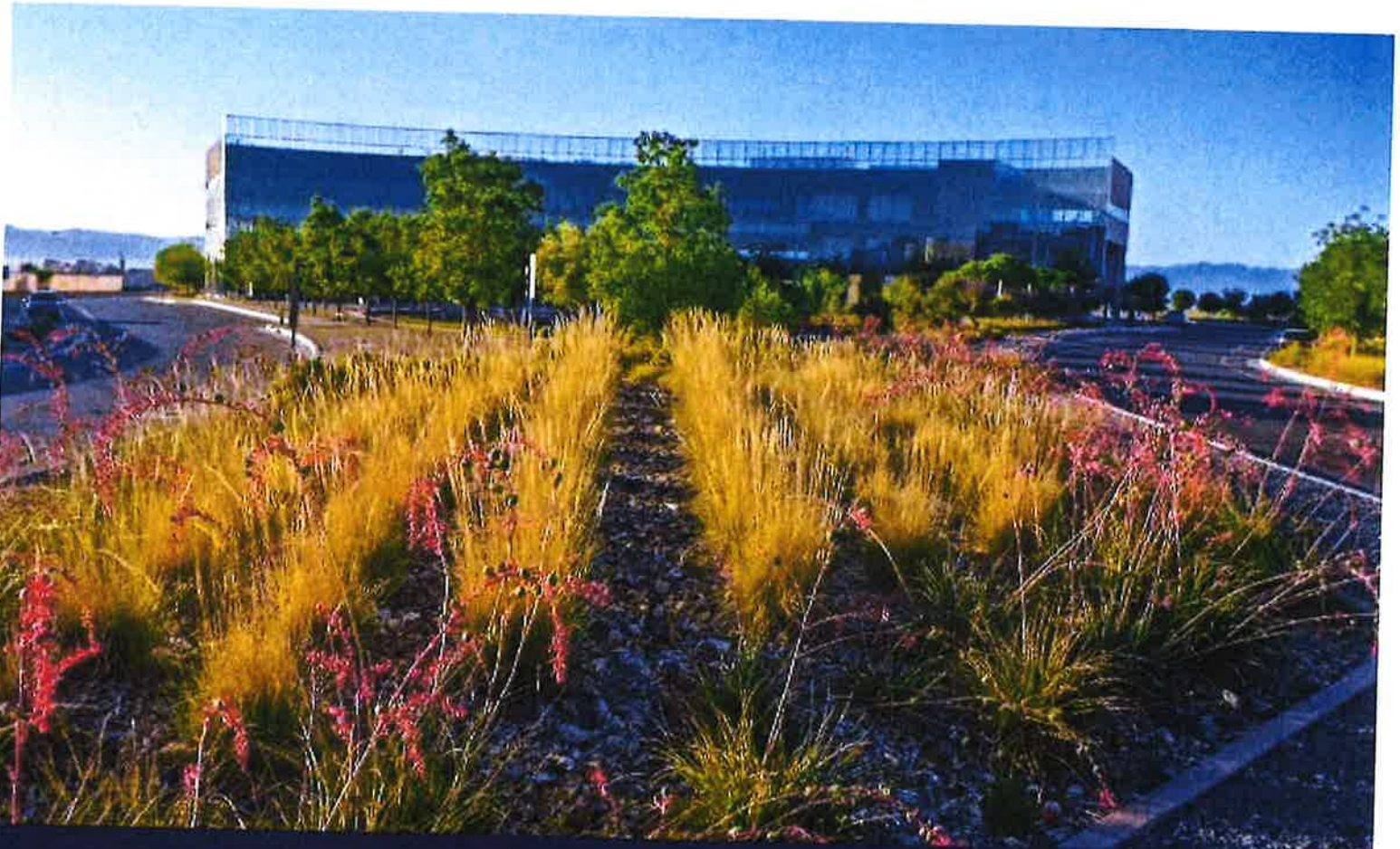
Presented by: Yellowstone Landscape

Accepted by: City of Stockbridge



Printed Name: Christopher Adornetti, Officer
Date: Not yet accepted

Printed Name:
Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties. The terms and conditions of RFP 2021-0004 (Landscape Maintenance Services) are expressly incorporated herein and a part of this Agreement.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: This contract shall renew for up four (4) additional periods of one year each and shall be renewed only upon the City of Stockbridge providing written notice to Yellowstone that the City intends to exercise such renewal. The parties shall negotiate price increases, if any, for any such renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Georgia, Henry County, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Henry County, GA. Should the parties not agree on the State of Georgia as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

ATTACHMENT A
COST PROPOSAL FORM
(Consisting of Form, A -Z)
"LANDSCAPE MAINTENANCE SERVICES"

Responder: Please complete the attached pages 64-91 of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2021-0004 and Landscape Maintenance Service" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: Yellowstone Landscape - Southeast, LLC

Address: 4806 Wright Drive, Suite D, Smyrna, GA 30082

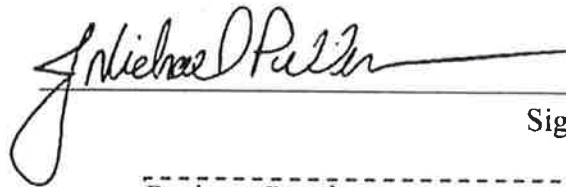
Contact Person Submitting Proposal:

Title of Contact Person: Michael

Telephone Number: 404-668-

Fax Number: 770-435-7477 (Please notify us ahead of time before any faxes are sent)

E-mail Address: mpullen@yellowstonelandscape.com



Signature of Contact Person

Business Development Manager

Title of Contact Person

COST PROPOSAL

SCHEDULE A - CITY HALL LANDSCAPING PROPOSAL

Instructions: Please complete the following Chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars = Est. Total)
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site.	Per Hour	\$ 70.00	\$ 1,050.00 (15)
Remove debris from beds in the spring. (Spring)	Per Task	\$ 500.00	\$ 500.00 (1)
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 1,500.00	\$ 3,000.00 (2)
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 1,700.00	\$ 3,400.00 (2)
Weed all beds, cracks and crevices.	Per Visit	\$ 100.00	\$ 3,500.00 (35)
Apply fertilizer to all beds including a slow release formula.	Per Application	\$ 300.00	\$ 900.00
Spray landscaping for insects or disease.	Per Application	\$ 300.00	\$ 600.00 (2)
Plant flowers.	Per Application	\$ 5,000.00	\$ 10,000.00 (2)
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 1,000.00	\$ 1,000.00 (1)
TOTAL CITY HALL LANDSCAPING PROPOSAL			\$ 23,950.00

COST PROPOSAL

SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 400.00	\$ 12,000.00
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 100.00	\$ 1,500.00 (15)
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 400.00	\$ 800.00
Pre and post emergent herbicide.	Per Application	\$ 150.00	\$ 300.00
Insecticide.	Per Application	\$ 200.00	\$ 400.00
Core aeration and de-thatching of grass.	Per Visit	\$ 500.00	\$ 500.00
Blow leaves and remove.	Per Task	\$ 150.00	\$ 750.00
TOTAL CITY HALL LAWN CARE PROPOSAL			\$ 16,250.00

COST PROPOSAL

SCHEDULE C - CITY HALL IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$500.00	\$500.00
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$95.00	Price based on repairs needed
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$100.00	\$2,400.00
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$200	\$200.00
TOTAL CITY HALL IRRIGATION PROPOSAL			\$3,100.00

COST PROPOSAL

SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 1,050.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 250.00	\$ 250.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 425.00	\$ 850.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 500.00	\$ 1,000.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 50.00	\$ 1,500.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 250.00	\$ 500.00
Plant flowers.	Per Application	\$ 10,000.00	\$ 20,000.00
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 300.00	\$ 300.00
TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL			\$ 25,750.00

COST PROPOSAL

SCHEDULE E - CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 200.00	6,000.00 (30)
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 75.00	1,125.00 (15)
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 300.00	600.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 200.00	400.00
Insecticide. (As Needed)	Per Application	\$ 200.00	400.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 200.00	200.00
Blow leaves and remove.	Per Task	\$ 100.00	500.00
TOTAL CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL			\$ 9,225.00

COST PROPOSAL

SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$ 500.00	\$ 500.00
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$ 95.00	Price based on repairs needed
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$ 100.00	\$ 2,400.00
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$ 200.00	\$ 200.00
TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL			\$ 3,100.00

COST PROPOSAL

SCHEDULE G – MUNICIPAL COURT LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see the Scope of Work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 210.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 150.00	\$ 150.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 700.00	\$ 1,400.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 75.00	\$ 150.00
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$ 50.00	\$ 1,500.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 100.00	\$ 300.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 75.00	\$ 150.00
Plant Flowers	Per Application	\$ 1,500.00	\$ 3,000.00
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 200.00	\$ 200.00
TOTAL MUNICIPAL COURT LANDSCAPING PROPOSAL			\$ 7,060.00

COST PROPOSAL

SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 150.00	\$ 4,500.00 (30)
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 40.00	\$ 600.00
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 200.00	\$ 400.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 100.00	\$ 200.00
Insecticide. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 200.00	\$ 200.00
Blow leaves and remove.	Per Task	\$ 75.00	\$ 375.00
TOTAL MUNICIPAL LAWN CARE PROPOSAL			\$ 6,575.00



**REQUEST FOR PROPOSALS (RFP) NO. 2021-0004 (RE-BID)
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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REQUEST FOR PROPOSALS (RFP) NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE
Thursday, May 13, 2021

INTRODUCTION

PURPOSE

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals, and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

Services to be rendered also includes but are not limited to.

1.1 Public Ground Sites: Services will include:

(1) Mowing; (2) String Trimming; (3) Edging, (4) Litter/Trash removal from the area/grounds to be maintained; (5) Blowing; (6) Herbicide; (7) Aeration; (8) Fertilization; (9) Landscape Maintenance (tree limb pick-up, hedge trimming, tree trimming); (10) Ice/Snow Removal; (11)

Special Events. The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in the specifications, evaluation criteria and scope of work, Exhibits, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in the Evaluation Criteria. Based on the results of the evaluation, the City will award the Landscape Maintenance Services for the City of Stockbridge to the most advantageous Proposer based on the evaluation factors and the cost set forth in the RFP.

Landscape Services Location includes, but not limited to the following:

City Hall

- a. City Hall – Fountain Area
- b. Municipal Court
- c. MMCC and Administrative Building
- d. Ted Strickland Community Center

Public Works Administrative Building

Municipal Park

- a. MLK, SR Heritage Trail Streetscape
- b. East Atlanta Road Streetscape
- c. North Henry BLVD Streetscape

Historical Markers

- a. Green Front Café
- b. Floyd Chapel Baptist Church

Banner Poles

- a. Rock Quarry Road/North Henry BLVD
- b. Walmart/North Henry BLVD

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, July 15th, 2021 at 3:00 PM, EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE (REBID)
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: Thursday, July 15th, 2021 at 3:00 PM, EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, May 13, 2021
The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx: https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Wednesday, June 2, 2021 (10:00 A.M, EDT)
Site Visit City Hall 4640 North Henry Blvd. Stockbridge, Georgia 30281 (Please adhere to CDC Guidelines)	Friday, June 4, 2021 (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Thursday, June 17, 2021 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, July 15th, 2021 (3:00 P.M, EDT)
Project Manager Events Division – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **June 17, 2021 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all-addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article

or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.

- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEES, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or

national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which

will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.

- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents. No Bond is required.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person

identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia

Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor

be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City’s then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall

end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally

SECTION 3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, July 15th, 2021 at 3:00 PM, EDT** and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal a. The Proposer’s name, mailing address, telephone number and nearest office location. b. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP c. A statement that the proposal is in response to the RFP for Landscape Maintenance Services for the City Stockbridge.	Tab 1

Section 2 – Executive Summary a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.	Tab 2
Section 3 – Project Team Qualifications/Qualifications of Key Personnel Staffing a. Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge. b. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm. c. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor. d. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City’s landscape, plantings and irrigation. The Project Manager must provide	Tab 3

pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.

- e. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project.
- f. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and title;
 - Professional Background;
 - Current and Past Relevant Experience;
 - Relevant Training and Education;
 - Courses completed during the past five (5) Years;
 - Previous Work Experience related to landscape services;
- g. Include the role and responsibilities that each key personnel member will perform on this project.
- h. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- i. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. Describe in detail the method to be used for physically inspecting the landscape and properly guiding the maintenance programs.
- a. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, Project Manager and Technician(s) assigned with the overall project coordination.

II. Availability of Key Personnel

Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team:

- a. Percentage of time key personnel will spend on this project; and

b. Current workload of key personnel. c. Please list contractor's licenses, certifications, and education qualifications as it relates to landscaping, landscape architecture, and landscape design: SEE EXHIBIT II DETAILED SCOPE OF SERVICES	
Section 4 – Past Performance Past Performance - Describe proposer's experience in Landscaping Maintenance Services for the past five (5) years regarding the proposer. Include the following for each project: • Project name • Location e. Date of completion (month, year) • Company role and responsibility for the project. • List Proposer's key personnel involved on the project. • Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.	Tab 4
Section 5 – Project Approach/Timeline Plan Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services. Technical Approach/Services: - Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control (Two (2) page maximum) - Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and - Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. Project Management:	Tab 5

a. Describe how the project will be organized and managed; b. Describe progress for reporting procedures during the project for new employees; c. Include the anticipated use of subcontractors or vendors; and d. Describe the resources necessary to accomplish the purpose of the project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer	
Section 6 - Cost Proposal a. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2021-0004 for "Landscape Maintenance Service" on the outside of the envelope. b. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. c. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form.	Tab 6
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.	Tab 9

b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	Tab 10
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none	Tab 11

Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT II, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Project Team Qualifications/Qualifications of Key Personnel Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Availability of Key Personnel Based on the scope of services, , state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team: • Percentage of time key personnel will spend on this project; and • Current workload of key personnel. See Detailed Scope of Services and Overview of Proposal Requirements	0-25
2. Technical Approach/Project Management Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services. <u>Technical Approach/Services:</u> • Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control.	0- 25

• Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project; and • Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. <u>Project Management:</u> • Describe how the project will be organized and managed; • Describe progress for reporting procedures during the project for new employees; • Include the anticipated use of subcontractors or vendors; and • Describe the resources necessary to accomplish the purpose of the project.	
3. Cost Proposal • The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 2021-0004 for “Landscape Maintenance Service” on the outside of the envelope. • DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive. • Responders are required to submit their costs on <i>Cost Proposal Forms</i>. Responder shall not alter the cost proposal form.	0- 50
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Overall Cost} / \text{Proposer's Price}) \times 50 = \text{Price Score}$$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE

Scope of Services

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals, and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

Termination of Contract

- A. The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted if necessary, to reflect the value of the change in the services under this contract.
- C. The City may cancel the contract at any time for any reason upon giving thirty (30) day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

Property Tours

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Failure to inspect the sites in no way relieves the successful Contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

Pre-Existing/Deficiency List

At the start of the contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers and any related ground keeping repairs for pre-existing conditions for all locations in each service area and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The City or its authorized representative and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the City. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

Quality Control

1. Contractor has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity (employees) and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.

6. The Contractor for work under this section shall be licensed by the State of Georgia to apply pesticides/insecticides approved for use in the State of Georgia.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

Qualifications of Workers

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

General Landscape

The Contractor shall:

1. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
2. Not post signs or advertising material anywhere on City properties or improvements thereon without prior written approval from the City or its authorized representative.
3. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
4. Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
5. Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
6. Ensure that each facility site is free of debris, weeds, insect infestation.
7. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
8. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the City or its authorized representative and provide a revised mowing schedule to the City or its authorized representative for approval prior to implementing the schedule change.
9. Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:

- a. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to the City or its authorized representative.
 - b. The Contractor shall be required to make up missed scheduled cycled maintenance due to inclement weather conditions.
 - c. For special events and activities, the City or its authorized representative may request additional landscape maintenance items or request a change/modification to the schedule.
10. Adjust setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
 11. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at the Contractor's expense.
 12. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the City or its authorized representative on a monthly basis.
 13. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by the City prior to work.
 14. Respond to all emergencies within two (2) to four (4) hours of notification within specified hours and days of operation.
 15. Establish and announce at the beginning of the contract a specific day of the week each facility will be maintained.
 16. Perform all work in a professional skillful manner using quality equipment and materials.
 17. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
 18. Secure any gated or doored areas that require landscaping services after services are completed.

The City shall monitor all work performed and meet as needed with the Contractor to discuss concerns, additions and/or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

Damages

1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the City's discretion and at the Contractor's expense.
2. All such repairs or replacements shall be completed within the following time limits:
 - a. Irrigation damage shall be repaired or replaced within three (3) working days including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
3. All damage to shrubs, trees, turf, or ground cover shall be repaired or replaced within five (5) working days.
4. All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. Trees – A qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.
- b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
- c. Chemicals – All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

Safety Plan

1. Contractor is to submit a written safety plan to the attention of the City prior to commencement of work under this contract.
2. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the applicable O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, City employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance area unsafe as well as any usage practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the Contractor is to notify the City immediately and file a written report to the City within three (3) working days.
4. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e., poor weather conditions, etc.), and the Contractor does not reschedule the service, or inform the City of intent to make up the service within seventy-two (72) hours, that amount for the failure to perform may be deducted from the Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the City or its authorized representative on that day to advise them accordingly.

Storm Water Prevention Program (SWPPP)

1. The Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
 - a. No discharge of fertilizers, pesticide and wastes into street or storm drains.
 - b. No blowing or sweeping debris into street or storm drains.
 - c. No hosing down of the parking lot.
 - d. No vehicle washing or maintenance on site.
 - e. Close dumpster lids at all times.
 - f. No disposing of wash water into street or storm drains.
 - g. Remove all foreign objects (leaves, cans, cigarette butts, paper, etc.) from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training at their own cost on the Site- Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training and provide a copy to the City.

Breakdown of Equipment

At all times, the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task.

Storage of Equipment

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

Maintenance Schedules

1. Contractor shall adhere to maintenance schedule.
2. Contractor shall contact the City, or its authorized representative described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The City will provide list of key personnel and contact information.
3. The Contractor **MUST** notify the City or its authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all “specialty type” maintenance operations.

“Specialty Type” maintenance operations are defined as:

- Fertilization and aeration
- Turf removal, addition, and reseeding
- Micro-nutrients/soil amendments
- Spraying of trees, shrubs, or turf
- Aesthetic tree pruning
- Planting bed removals and/or additions

- Other items as determined by the City

Staffing/Managerial

1. There will be no subcontractors working on the City's grounds and facilities without the express prior written consent of the City.
2. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City's landscape, plantings, and irrigation. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.
3. The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to the performance of this contract. The Contractor shall furnish the names of all such crew leaders to the City prior to the commencement of this contract and further advise of any changes.
4. If in the opinion of the City, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, that employee shall be removed from all work under this contract.
5. The City may at any time give the Contractor notice to the effect that the conduct or action of a designated employee or the Contractor is, in the reasonable exercise of discretion of the City, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the City's notice, the Contractor shall, at the City's discretion take any of the following actions as listed below.
 - a. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other City facility contracted for and maintained.
 - b. The Contractor shall meet with the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and action of the Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
6. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes and other gear required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
7. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of the Contractor's staff.

8. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
9. The Public Works Director or Designee shall make quarterly inspections with the Contractor at each site to review work performed. The Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. The Contractor shall furnish an itemized statement of work performed on all invoices.

Planting, Planter Boxes and Bed Care

1. The Contractor shall be required to provide the plant materials, soils, soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors are required.
2. Any exterior plant container planters located in the lobby areas and container planters in courtyard and balcony areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) feet of annual plant materials in each planter and be required to provide full sun tolerant materials for planters located in floor courtyard and balcony areas.
3. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the City or its authorized representative.
4. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
5. All trimmings and debris, etc. shall be removed by the Contractor and disposed of offsite.
6. The Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with the City's landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty.
7. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The City or its authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.
8. All mulched/pine strawed shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
9. All landscape beds will be edged/trenched once per year in the late winter/ early spring and with a mechanical bed edger/shaper to enhance a sharp edge that allows for the constant string edging that will take place throughout the year.

10. All beds should be inspected weekly for weeds and non-desirable plants, debris, and trash. Weeds should be pulled at this time and/or sprayed with an on-selective herbicide by a licensed applicator only.

Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

1. Replace dead or diseased plants.
2. Fertilize three (3) times per year, in March, June and November utilizing a slow-release granular fertilizer.
3. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
4. Trim top growth to achieve an overall even appearance.
5. Keep ground cover free of litter, weeds, and debris. Litter, weeds, and debris shall be removed during maintenance visits in order to ensure a neat appearance.
6. Maintain ground cover free of pests such as snails, slugs, etc.
7. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
8. Maintain all ground cover areas clean and cleared of dead leaves.

Exterior Color Maintenance

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify Owner.

Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage

a proposal for replacement shall be submitted and approved by the Owner prior to replacement installation. The Owner agrees to be financially responsible to replace plant materials on a timely basis.

Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise, and responsibility to trim, remove and plant trees and shrubs as approved by the City. The Contractor will provide a **licensed arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. The Contractor will provide the following:

1. Tree and shrub watering and irrigation system.
2. Maintain basins were provided around trees and shrubs.
3. Open basins during winter rains to prevent accumulation of excess water.
4. Seasonal Color
 - Change seasonal colors three (3) times per year in the months of March, June, and September. Design concepts and plant selections shall be approved by the City or its authorized representative prior to plant installation.
 - Provide a uniform blend of seasonal colors in seasonal planting beds. Provide single selections but different selections for each container.
5. Trim all trees that are within twenty (20) feet in height and ten (10) inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
6. Maintain Trees

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain

access, safe vehicular and pedestrian visibility, and clearance and to prevent or eliminate hazardous situations.

- All cuts should be sufficiently close, flush if possible, to the parent stem.
- All limbs 1 ½” or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide hazard and security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- Remove all dead, diseased, and unsightly branches and dead trees. The Contractor, at Contractor’s cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case-by-case basis.
- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or other severe damage shall be immediately reported to the City or its authorized representative.
- All trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative.

7. Pruning

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility, and clearance and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the City’s building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in March to thin out heads and shape, as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Trim trees to keep them from touching any building.

8. Weeding – Every Visit

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer’s recommendations.

- Cultivate as necessary for aeration.
 - Weed ground cover areas, cracks, crevices, and all mulch beds.
 - Weed perimeter of buildings and any fence lines and structures.
9. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.
- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
 - Replace missing or damaged stakes when the tree diameter is less than three (3) inches within five (5) days.
 - The Contractor must stake trees that are not straight and upright and/or require additional support. The Contractor must stake new trees or recently planted trees not previously staked.
 - Tree stakes (at least three (3) per tree) shall not be less than six (6) feet in length for (5) and eight (8) gallon trees.
 - Guide wires where required and plant ties are to be pliable, zinc coated ten (10) gauge wire.
 - Coated wire or hose sections must be used where metal guide wire contacts tree.
 - Stakes cannot be closer than eight (8) inches from trunk.
 - Damaged or uprooted trees shall, at the discretion of the City, be staked and tied within seventy-two (72) hours.

Removal of tree stakes and guide wires will be at the Contractor's expense and will be determined by the Contractor and the City or its authorized representative.

10. Plant Replacements

With the prior written approval of the City to remove and purchase plants, remove dead and damaged plants, and replace with plants of equivalent size and variety.

11. Mulching and/or Pine Straw

The Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or pine straw four (4) times per year in the months of January, April, July, and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

12. Fertilizing

- A well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the Contractor's knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products, as necessary.

- All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

13. Tree Saucers

- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
- Remove top layer mulch/pine straw and apply mulch/pine straw to maintain a depth that shall be two (2) inches.

14. Tree Replacement and Additions

- With the prior approval of the City or its authorized representative, remove dead and damaged trees.
- Supply and plant trees to replace or add new trees with the prior approval of the City or its authorized representative.
- Remove all dead, diseased, and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures, and on/along fence lines. All ground cover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- Trimmings, etc. will be removed by the Contractor and disposed offsite.

Lawn Care

A. Mowing

1. Mowing operation shall be completely performed at each site according to the Maintenance Schedule.
2. Prior to each mowing, remove all litter and debris from mowing areas.
3. All mower blades shall be sharpened to provide a clean and consistent cut.
4. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Contractor and not blown into the street, planter beds or storm drains.
5. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
6. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
7. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs, and fence lines.
8. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.

9. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
10. For periods of cool weather, mow lawn at one and one-half (1 1/2) inches.
11. For periods of hot weather, mow lawn at two (2) inches from the soil.
12. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings immediately.
13. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks or facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging/Detailing/Weed Control

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
3. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.
4. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
5. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas, and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
10. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
11. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
12. Walkways and planter beds shall be cleaned immediately following each mechanical edging and all excessive cuttings and debris shall be removed from the site by the Contractor.
13. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
14. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

C. Fertilizing

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow-release nitrogen fertilizer, 1-pound available nitrogen per 100 square feet.
2. Hand pull weeds during every visit.
3. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
4. With the prior approval of the City or its authorized representative, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
5. Spray weeds in paving cracks two (2) times per month (every other week).
6. Spray walkway sidewalks, steps, patios, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence line and adjacent walls two (2) times per month.

D. Watering

1. Use irrigation system for watering where available.
2. Water three (3) days per week under normal conditions.
3. During very hot weather, apply fast watering with fine spray.
4. For shaded areas caused by trees or shrubs, water more frequently.
5. When lawn shows signs of wilting or begins to turn brown, water more frequently.

E. Mulching and/or Pine Straw

Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or long needle/synthetic pine straw four (2) times per year in the months of January, April, July, and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

F. Raking/Sweeping/Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters and turf areas under trees and removed from site. Under no circumstances shall leave, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

All cement/asphalt surfaces will be blown of any grass clippings, fertilizer, trash, and other debris each visit.

Frequency:

- Ground cover/planter beds - **at each visit**
- Turf, under trees – **as needed**

G. Irrigation System Repairs and maintenance

The Contractor is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at City facilities. The Contractor shall provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the City or its authorized representative detailing health of the existing systems.

To the best of the City's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of Contractor personnel will be addressed with the Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the City.

Irrigation Systems: Refers to all lines and equipment associated with the irrigation system.

Lines: Refers to Irrigation line beginning from the City main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system and ensure the system is working properly on a monthly basis.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.
3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00 P.M. and 6:00 A.M.
6. Adjust sprinkler heads as required to keep over-spray from walls, windows, walkways, and roadways.
7. The Contractor shall respond to calls from the City for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. City personnel will make the determination as to whether or not the matter is deemed to be an emergency.
8. The Contractor shall work in collaboration with the City's staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.

9. Winter temperatures in Georgia are unpredictable therefore the Contractor is expected to coordinate the preparation for icy and freezing conditions, with the City or its authorized representative, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the City or its authorized representative. Proper chemicals approved by the City or its authorized representative shall be applied as soon as possible to correct the infestation.

Note: Weed killers and other chemicals shall be applied during off-hours-Saturday or Sunday.

I. Trees

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicides

1. Apply herbicides weekly from March to October.
2. Apply herbicides one (1) time per month, November to February.

K. Turf Areas

1. Monitor weekly all turf areas for insects.
2. Treat fire ant infestation routinely.
3. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the City or its authorized representative.

L. Detention Pond

Herbicides shall be applied according to frequency schedule.

M. Cleanup and Waste Disposal

1. The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations.
2. Maintain sidewalks and driveways free of trash, leaves and other debris by sweeping and vacuuming, as necessary.

3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkway, parking lots and around buildings.
5. Clean mulch/pine straw beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch/pine straw bed areas by removing scattered and excess mulch/pine straw.

N. Equipment Utilization – Mowers

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the City or its authorized representative.
4. Use rigid or flexible steel blade edger to produce a fine, clean edge along walkways, pavements, curbs, headers, or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to removed diseased limbs.
8. Water container plants that do not have an irrigation system. Water hose connected to facility hose bib is not available for watering plant materials.

O. Chemicals

1. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied under this contract. At the start of each season and any time during the season, the Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the City or its authorized representative.
2. State law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State, and local laws and regulations.
4. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment, or both.

5. The City retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the City deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Georgia or federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

P. Chemical Application

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch/pine straw is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of the City or its authorized representative.

Contractor must utilize a long-lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Georgia Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names and weather conditions at the time of applications and shall be retained for a minimum of three (3) years.

SDS sheets with dangers explained must be sent to the City two (2) weeks prior to use if chemicals require special permits. The Contractor must provide a list of alternative chemicals, if any, prior to the application.

Q. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the City or its authorized representative. The Contractor shall be required to communicate weekly to the City or its authorized representative regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

1. Pre-Existing Conditions report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Immediately upon service completion, meet with the Public Works Director or Designee to inspect the service performance. The Public Works Director or Designee will complete and sign the work ticket. Contractor will submit the work ticket to the Public Works Director or Designee on a monthly basis.
4. Annual fertilizer schedule for each facility by season.
5. Weekly Maintenance Operations Report for each facility.
6. Monthly mowing schedule for each facility.
7. Monthly Contractor recommendation report based on ongoing service assessment for the Public Works Director or Designee to review and decide.
8. Damage report submitted immediately upon incident to the Public Works Director or Designee and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by the City or its authorized representative.

R. Contract Performance

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful, and cooperative manner and minimizing the noise and interruption of any ongoing City services.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and all vehicles shall have the company name/logo listed.
2. The Contractor shall stage their work from locations on the properties out of the way of the mainstream users to minimize the interruption of City operations.

S. Neglect, Vandalism and Property Damage

1. Turf or plants that are damaged or killed due to the Contractor's operations, negligence, or chemicals or by any other means shall be replaced at the Contractor's expense.
2. The City will repair any damaged property (that is not part of the irrigation system) caused by the Contractor's operations and the City will bill the Contractor for the full cost of said repair.
3. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at the City's expense upon written approval by the City or its authorized representative.
4. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing service.

T. Guaranty and Replacement

1. Force Majeure – In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of the building, the Contractor shall list the item and location and submit a report to the City or its authorized representative.
2. Any damaged plant materials approved for removal and replacement by the City, or its authorized representative shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
3. At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at the City's request.

U. Warranty of Services Definition

1. "Acceptance" as used in this clause means the act of an authorized representative of the City of Stockbridge by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract must be in writing.

2. "Correction" as used in this clause means the elimination of a defect.
3. Notwithstanding inspection and acceptance by the City of Stockbridge or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
4. If the Contractor is required to correct or re-perform, it shall be at no cost to the City and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to the City thereby or make an equitable adjustment in the contract price.
5. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

V. Additions and Deletions

The City, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

W. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the facility. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

X. Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

ATTACHMENT A
COST PROPOSAL FORM
(Consisting of Form, A -Z)
“LANDSCAPE MAINTENANCE SERVICES”

Responder: Please complete the attached pages 64-91 of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2021-0004 and Landscape Maintenance Service" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL

SCHEDULE A - CITY HALL LANDSCAPING PROPOSAL

Instructions: Please complete the following Chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars =Est. Total)
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site.	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices.	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula.	Per Application	\$	\$
Spray landscaping for insects or disease.	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL CITY HALL LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide.	Per Application	\$	\$
Insecticide.	Per Application	\$	\$
Core aeration and de-thatching of grass.	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL CITY HALL LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE C - CITY HALL IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	
TOTAL CITY HALL IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE E - CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE G – MUNICIPAL COURT LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see the Scope of Work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application		\$
Plant Flowers	Per Application		\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task		\$
TOTAL MUNICIPAL COURT LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MUNICIPAL LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE I – MUNICIPAL COURT IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL COURT IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE J – MUNICIPAL PARK LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL PARK LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE K – MUNICIPAL PARK LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE L – MUNICIPAL PARK IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL		\$	

COST PROPOSAL

SCHEDULE M – MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Hours Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING			\$

COST PROPOSAL

SCHEDULE N – MMCC AND ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MMCC AND ADMINISTRATIVE BUILDING LAWN CARE			\$

COST PROPOSAL

SCHEDULE O – TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE P – TED STRICKLAND COMMUNITY CENTER LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL TED STRICKLAND COMMUNITY CENTER LAWN CARE			\$

COST PROPOSAL

SCHEDULE Q – MLK, SR. HERITAGE TRAIL STREETSCAPE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL MLK, SR. HERITAGE TRAIL STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE R – EAST ATLANTA ROAD STREETSCAPE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL EAST ATLANTA ROAD STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE S – NORTH HENRY BLVD STREETSCAPE LANDSCAPING PROPOSAL

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est.
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SIGNATURE: NORTH HENRY BLVD STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING			\$

COST PROPOSAL

SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Hours Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow-release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE Y – PUBLIC WORKS ADMINISTRATIVE BUILDING IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (LANDSCAPING and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components, as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE Y – PUBLIC WORKS ADMINISTRATIVE BUILDING IRRIGATION PROPOSAL	\$		

COST PROPOSAL

SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
All cement/asphalt surfaces will be blown of any grass clippings, fertilizer, trash, and other debris each visit.	Per Visit	\$	\$
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL	\$		

**ATTACHMENT A
COST PROPOSAL CONTINUATION FORM
(Consisting of Schedule, A – Z) “LANDSCAPE MAINTENANCE SERVICES”**

The awarded Consultant is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily provide the services requested in this RFP for the Proposal Cost stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Proposal Cost Sheet. Please do not make modifications to this form as any change may render Consultant’s proposal non-responsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Proposal Cost Sheet. PLEASE INSERT THE TOTAL COST FOR EACH COST PROPOSAL SCHEDULES (A-Z) BID SUMMARY:

PUBLIC FACILITIES

A.	City Hall Landscaping	\$_____
B.	City Hall Lawn Care	\$_____
C.	City Hall Irrigation	\$_____
D.	City Hall Fountain Area Landscaping	\$_____
E.	City Hall Fountain Area Lawn Care	\$_____
F.	City Hall Fountain Area Irrigation	\$_____
G.	Municipal Court Landscaping	\$_____
H.	Municipal Lawn Care	\$_____
I.	Municipal Court Irrigation	\$_____
J.	Municipal Park Landscaping	\$_____
K.	Municipal Park Lawn Care	\$_____
L.	Municipal Park Irrigation	\$_____
M.	MMCC and Administration Building	\$_____
N.	MMCC and Administration Building lawn Care	\$_____
O.	Ted Strickland Community Center Landscaping	\$_____
P.	Ted Strickland Community Center Lawn Care	\$_____
Q.	MLK, SR Heritage Trail Streetscape Landscape	\$_____
R.	East Atlanta Road Streetscape Landscape	\$_____
S.	North Henry BLVD Streetscape Landscape	\$_____

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

T. Floyd Chapel Baptist Church	\$_____
U. Green Front Café Landscape	\$_____
V. Rock Quarry Road/North Henry BLVD Banner Pole Landscape	\$_____
W. Walmart/North Henry BLVD Banner Pole	\$_____
X. Public Works Administrative Building Landscaping	\$_____
Y. Public Works Administrative Building Irrigation	\$_____
Z. Public Works Administrative Lawn Care	\$_____
OVERALL ESTIMATED TOTAL (SCHEDULES A – Z)	\$_____

Total points awarded for price will be determined by applying the following formula:
(Lowest Overall Annual Contract Cost /Proposer's Price) x 50 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

LOWEST OVERALL ESTIMATED ANNUAL COST CONSIST OF SCHEDULES A - Z

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance
a. of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification hereinabove; or

- (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a

final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.

- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS (NOT APPLICABLE)

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.

- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia’s Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and

agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2021-0004 **LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE** – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer’s Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000
*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**		

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or

the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

EXHIBIT II
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2021-0004

SOLICITATION TITLE: **LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2021-0004
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked ‘Original’, and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor’s employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: “As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2021-0004
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2021-0004

DATE: July 15, 2021

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

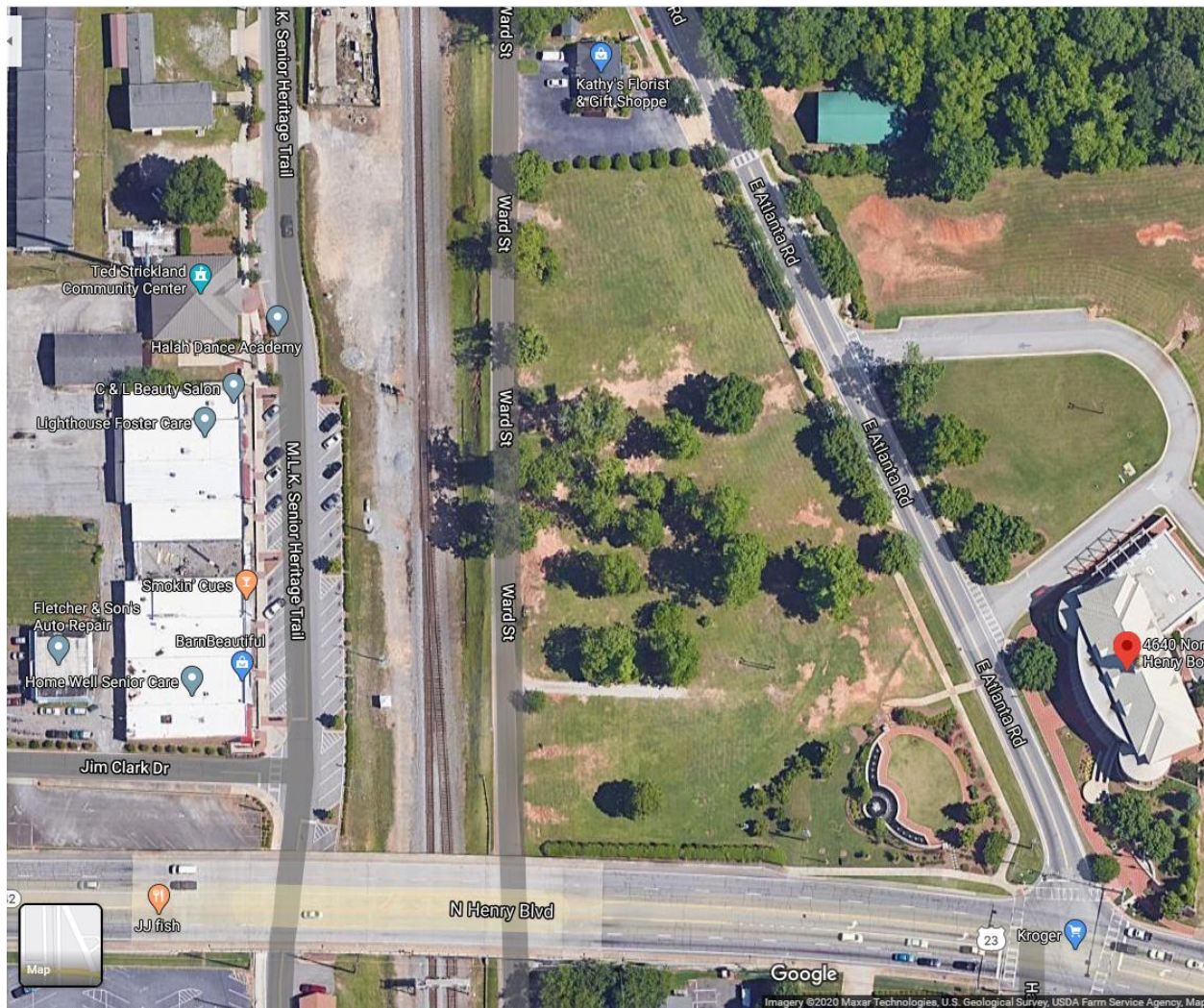
LANDSCAPE MAINTENANCE SERVICES FOR THE
CITY OF STOCKBRIDGE

**All bids should be Mailed to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the
receipt via email within 3 days after bid opening date.**

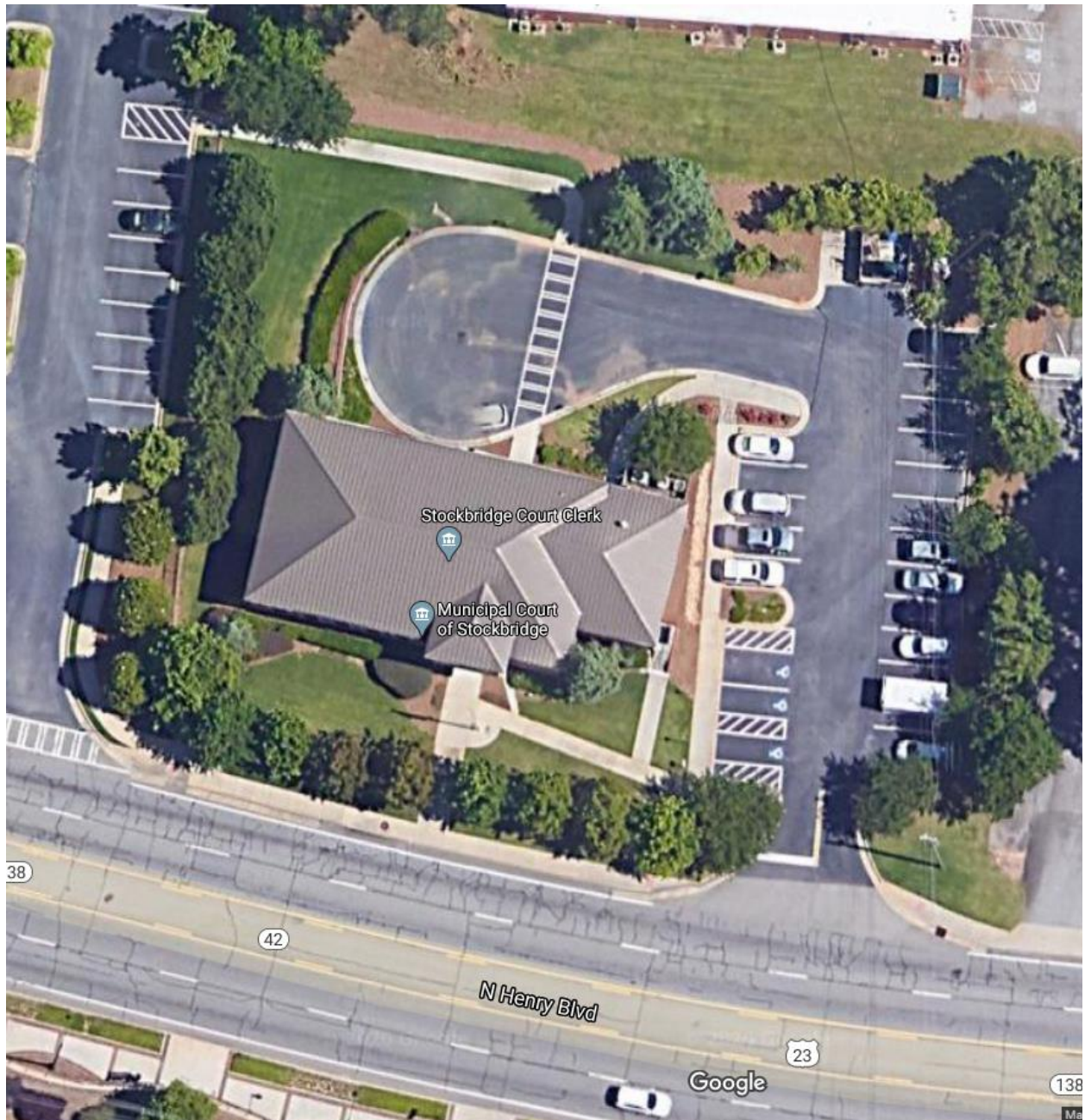
City of Stockbridge City Hall – 4640 North Henry Blvd



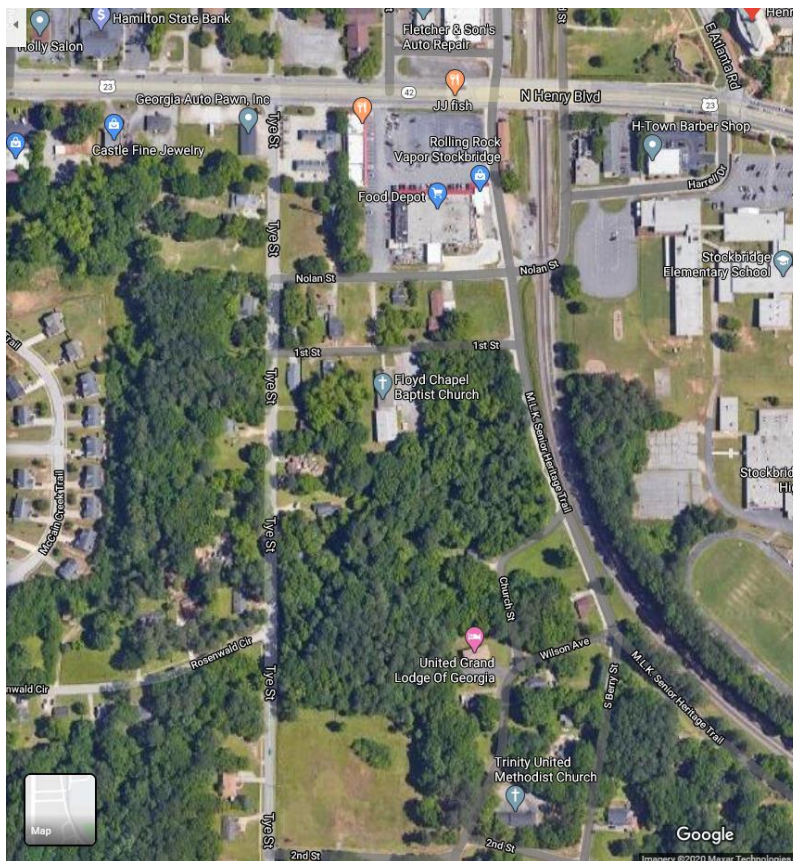
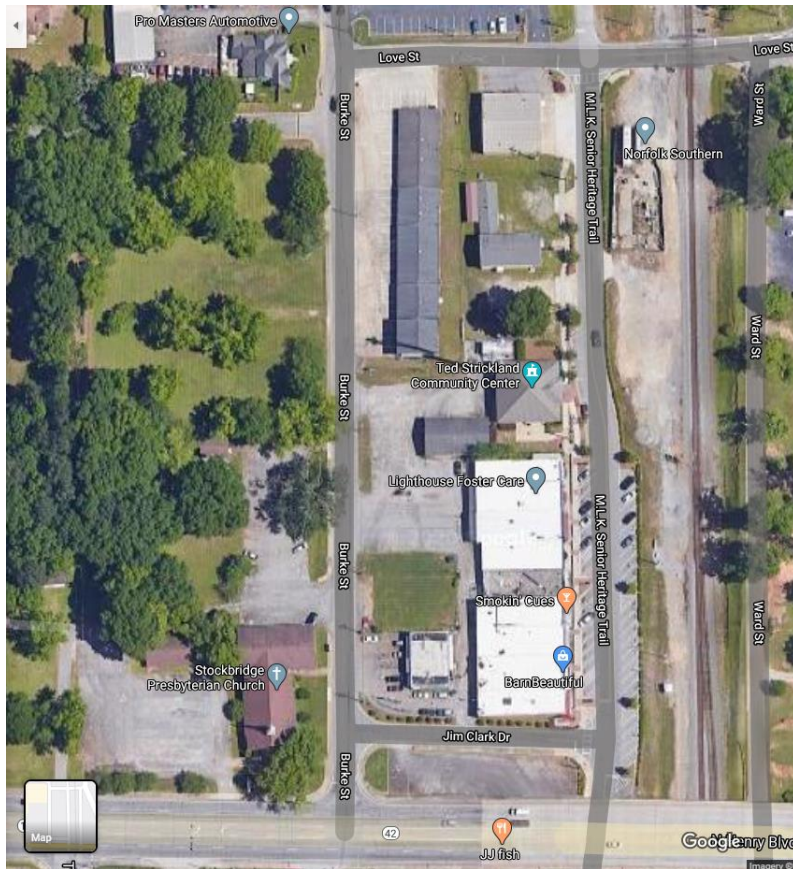
Stockbridge City Hall Fountain Park – 4640 North Henry Blvd



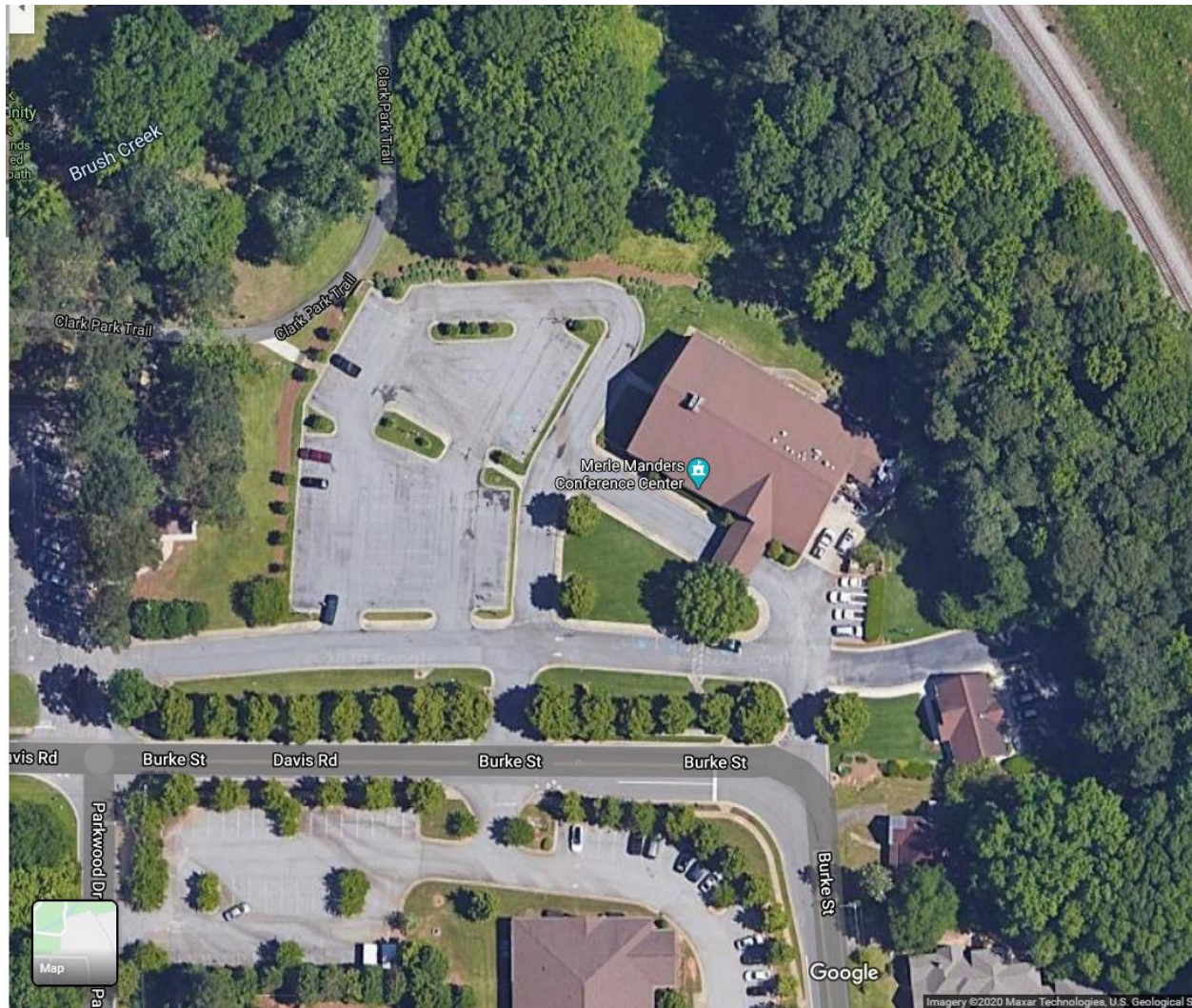
City of Stockbridge Municipal Courts – 4602 North Henry Blvd.



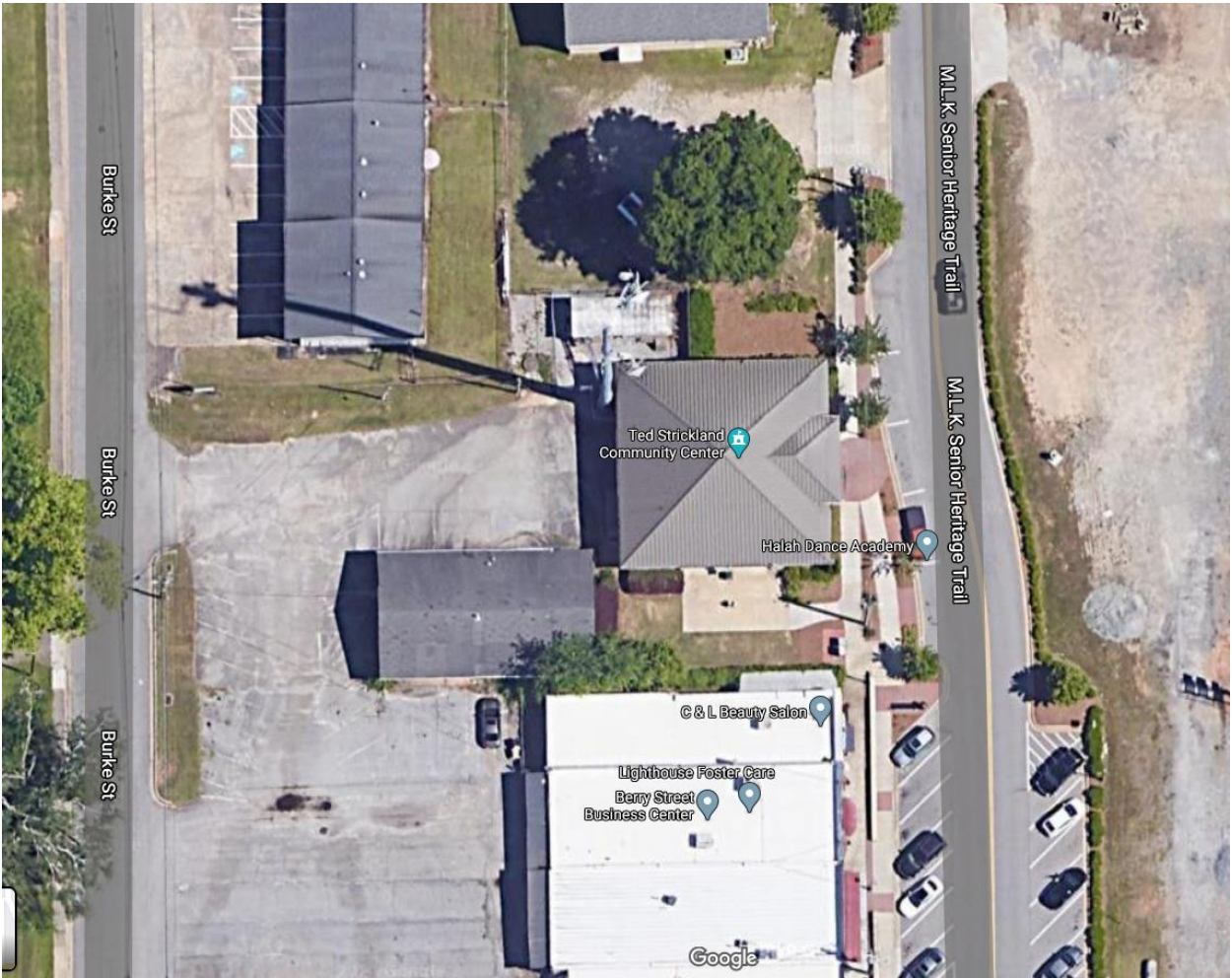
MLK Sr. Heritage Trail - Streetscape from Love Street to Wilson Avenue



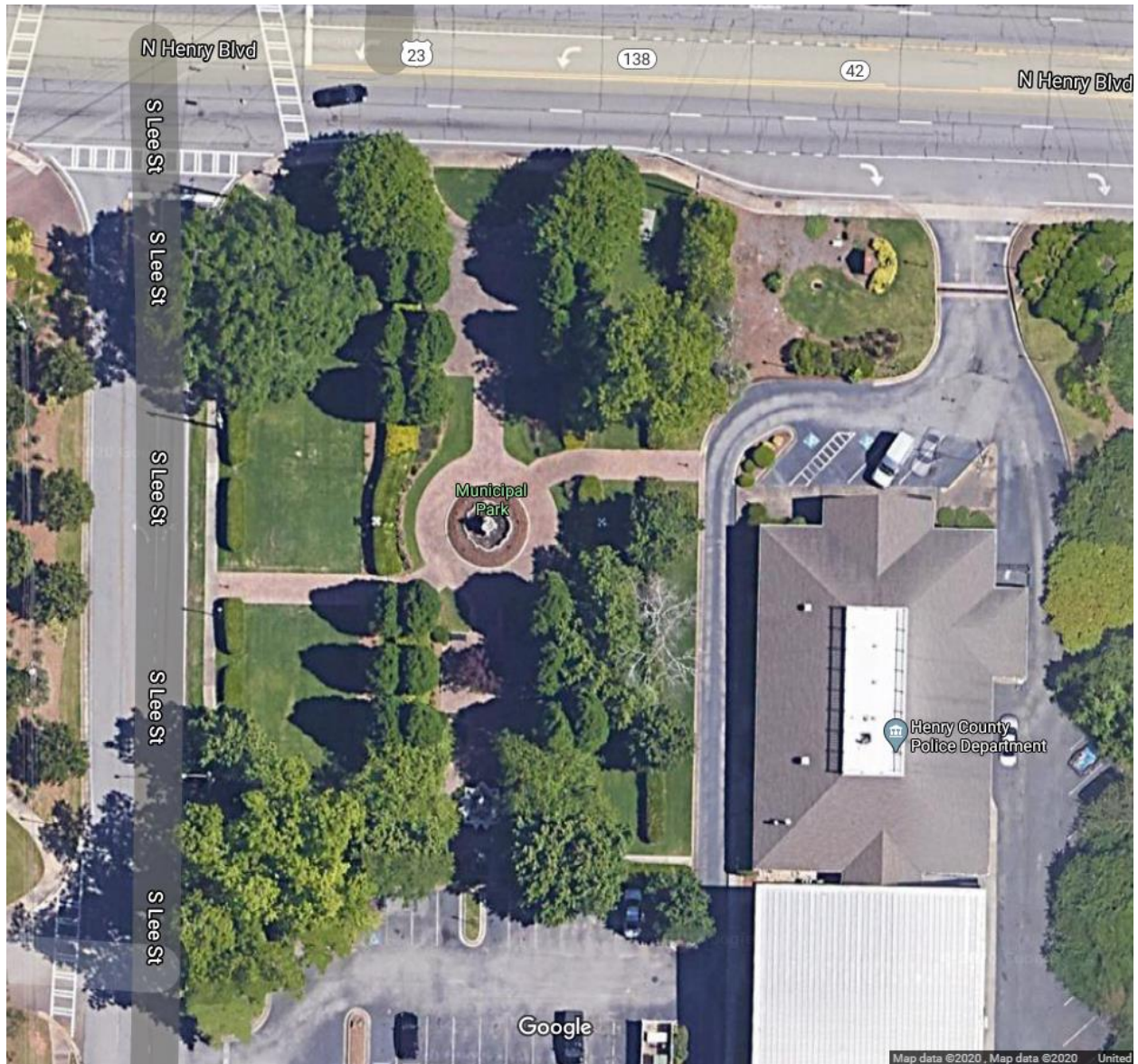
Merle Manders Conference Center and Admin Building – 111 Davis Road



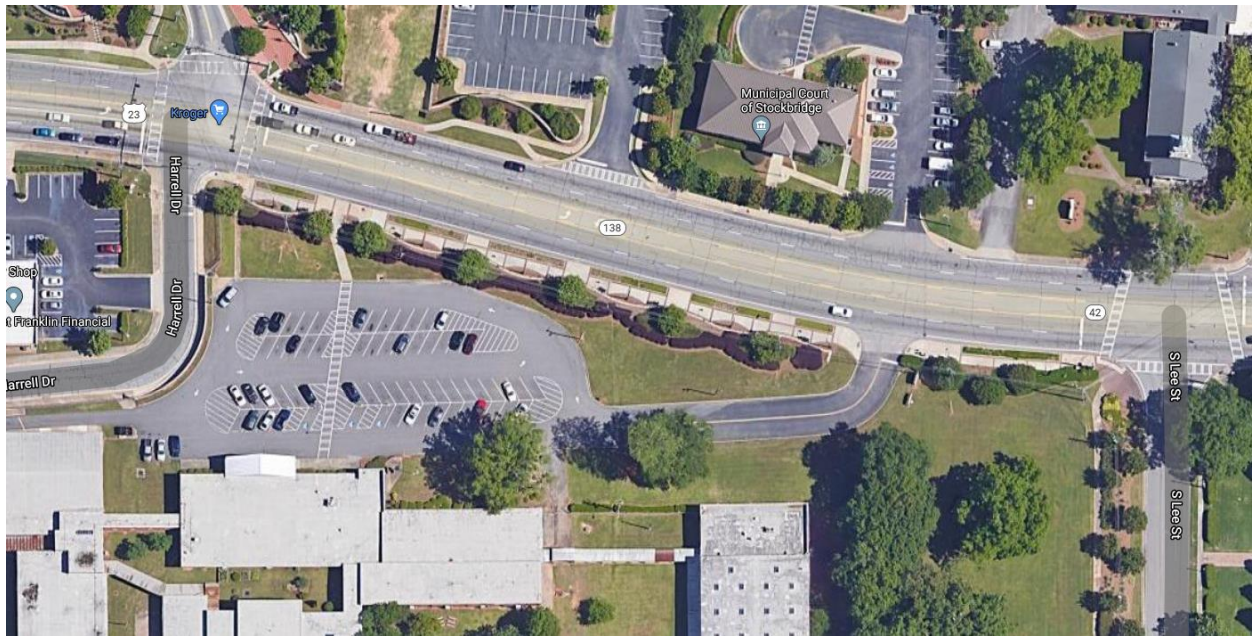
Ted Strickland Community Center – 130 MLK Sr. Heritage Trail



City of Stockbridge PD (Police Department) Park – 4557 North Henry Blvd



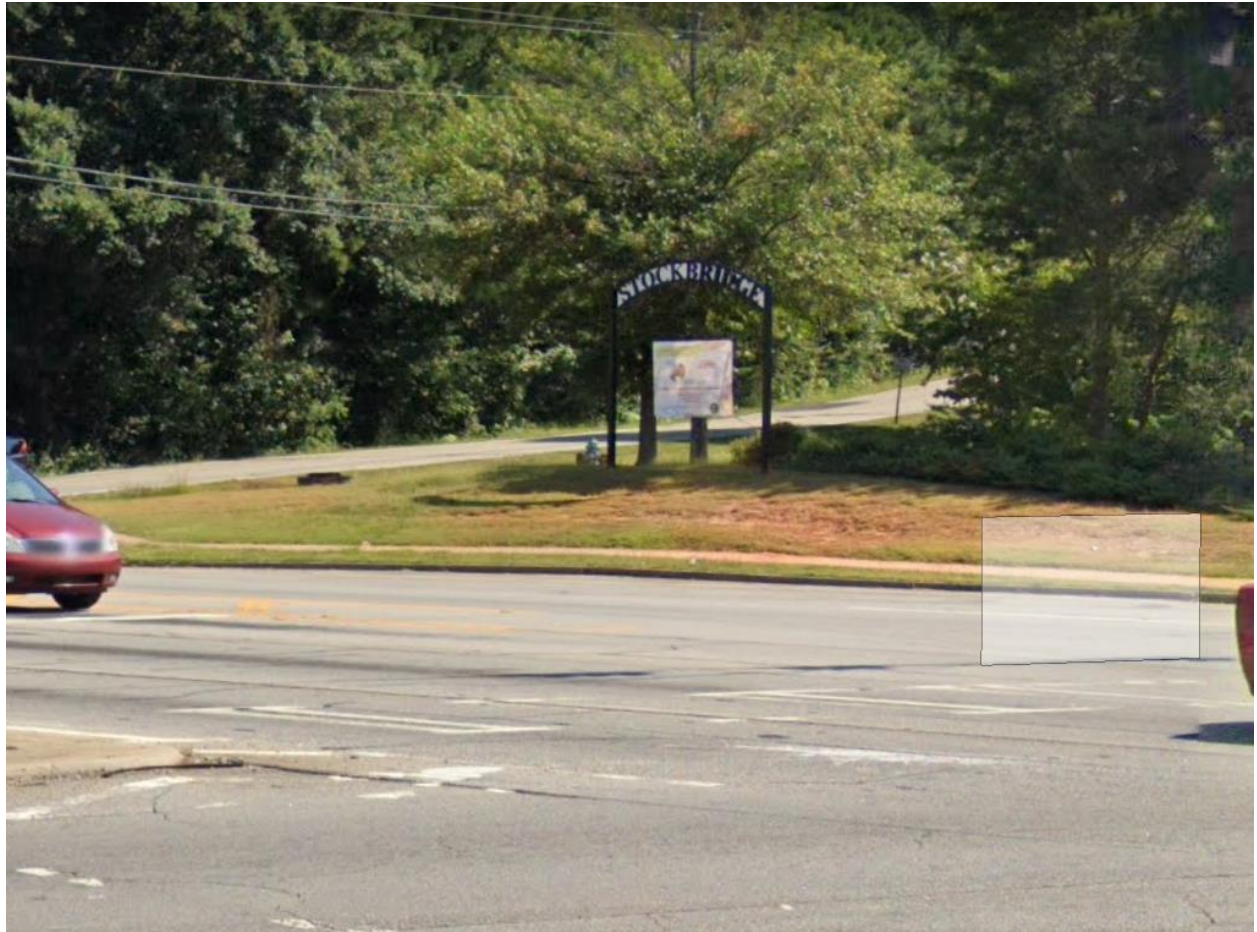
North Henry Blvd Street Scape - Harrell Drive to South Lee Street



City of Stockbridge Banner Pole – North Henry Blvd at Rock Quarry Road



City of Stockbridge Banner Pole – North Henry Blvd at Davis Road in front of Walmart – 5600 North Henry Blvd.



Public Works Administrative Building – 321 Taylor Drive



Public Works Administrative Building – 321 Taylor Drive



Public Works Administrative Building – 321 Taylor Drive



Public Works Administrative Building – 321 Taylor Drive





City of Stockbridge

Agenda Request Form

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

AMOUNT \$ 150,000.00

FROM ACCOUNT: 100-42200-541404

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2021-0008, ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

BACKGROUND INFORMATION:

The City of Stockbridge Procurement Division is requesting approval to award a fixed contract to the single bidder, DAF Concrete, Inc., Request For Proposal (RFP) Number 2021-0008, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement, in the estimated annual amount of \$150,000.00.

STAFF RECOMMENDATION:

The City of Stockbridge Procurement Division is requesting approval to award a fixed contract to the single bidder, DAF Concrete, Inc., Request For Proposal (RFP) Number 2021-0008, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement, in the estimated annual amount of \$150,000.00.

The contract term is for one (1) year, with the option to renew for up to four (4), one (1) year periods.

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

The Procurement Division solicited Request For Proposal (RFP) Number 2021-0008, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement in accordance with the City's Ordinance and the State of Georgia Code.

Request For Proposal (RFP) Number 2021-0008, opened on September 2, 2021; the evaluation committee met on September 15th, 2021. (Exhibit I)

On October 7, 2021, City Staff met with DAF Concrete, Inc., for negotiations of cost and terms for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement contract. (Exhibit II)

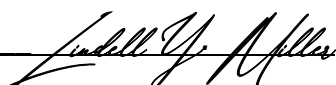
A copy of the Streets and Sidewalk Assessment is attached. (Exhibit III)

Section 3.30.100 - Competitive sealed bids, Approval of Bid. All bid awards for amounts greater than fifty thousand dollars (\$50,000.00) (cost or revenue) shall be approved by the City Council.

Fiscal Impact: Funds will be provided from Account Number 100-42200-541404 (Sidewalk Maintenance).

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____



Pavement and Sidewalk Ratings Summary Report

September 25, 2019

Executive Summary

Scope of Work

The City of Stockbridge authorized Carter & Sloope Consulting Engineers, Inc. to perform pavement ratings on approximately 85 miles of pavement (388 roads) to determine the current condition of the existing street system, and to perform sidewalk ratings for approximately 115 miles of sidewalk located within City right-of-way. Carter & Sloope teamed with American Consulting to complete the ratings. The purpose of the evaluation is to provide comprehensive rating information to the City for decision making in regards to prioritization of maintenance work for roads and sidewalks.

Summary of Findings

General evaluation of the City's network of roads indicated all levels of pavement distresses along with various combinations of distresses. The predominant and most common observable pavement distresses were block cracking and load cracking. Oxidation was not an evaluated distress as per the PACES methodology, although this was observed on all of the City's roadways.

The majority of the rated roads were located inside subdivisions. A large number of these roads have been cracked sealed. Within some of those subdivisions the main entrance roads were paved. The majority of side streets within those same subdivisions were left unpaved. There were a small number of subdivisions where construction activities were ongoing and further contributed to the deterioration of the roads in those areas. Roads within the construction areas displayed severe levels of pavement distress in the form of load cracking. Roads not located within subdivisions (major and minor thoroughfares) had observable distresses ranging from moderate block cracking to severe load cracking. Small sections of these roads have been maintained by crack sealing.

Recommendations

Roads that have scored below 60 (Very Poor to Poor) are considered to be in the worst conditions. This is due to significant and severe load cracking caused by repeated heavy traffic loads. Rehabilitation of roads considered "Poor" will require mill and overlay. Road base repair should be performed in segments where warranted. Full depth replacement of the pavement section (road base and asphalt) is recommended for roads rated below 40 (Very Poor). It is recommended that rehabilitation be implemented within the near future to avoid further deterioration of the pavement section. The primary distresses for roads that scored between 60 - 89 (Fair to Good) were block cracking and raveling. Rehabilitation measures will require crack sealing and resurfacing of the roads to prevent further damage. The maintenance of these roads should be ongoing and as needed. Roads that were rated "Very Good" were recently paved or showed little to no signs of distress. These roads should be monitored although no action is required at this time.

Pavement Rating Methodology

The pavement ratings were performed for all roadway segments by the same team of two professionals according to the Pavement Condition Evaluation Survey (PACES) methodology. This methodology is utilized by Georgia Department of Transportation and many local government agencies in Georgia. Please refer to Appendix A for details of this method. The data collected consists of pavement ratings for approximately 388 City street segments to produce a numerical pavement rating. This rating assesses the existing condition of the pavement based on visual surface observation across the following 11 distresses:

- Block/Transverse Cracking
- Longitudinal Cracking
- Load Cracking
- Patches/Potholes
- Rutting
- Edge Distress
- Corrugation/Pushing
- Flushing/Bleeding
- Raveling
- Reflection
- Loss of Section

Data Analysis

The Rating Score table below provides a summary of roads categorized by general condition. The table shows that 55.08% of the City's roads are in "Very good to Good" condition, while 17.27% are in "Poor to Very Poor" condition. Roads that have been rated poorly with an overall score of 59 or less should be prioritized for rehabilitation and maintenance.

An electronic Microsoft Excel spreadsheet is included with this report that categorizes and scores all roads by subdivision.

Rating Score

Score	Condition	# Of Roads	Percentage of Total
90 - 100	Very Good	109	28.02%*
75 – 89	Good	105	27.06%
60 – 74	Fair	107	27.58%
40 – 59	Poor	55	14.18%
< 40	Very Poor	12	3.16%

* Note: Some subdivisions had recently paved roads.

The Predominant Distress table below indicates the most frequent occurring distresses observed during assessment of the City's roadways.

Predominant Distress

Distress Type	Percentage of Total
Block Cracking	60.82%
Load Cracking	42.78%
Patches/Potholes	10.57%
Raveling	7.22%

Block Cracking

Block Cracking is typically caused by weathering of the asphalt pavement surface. The block pattern is distributed uniformly throughout the roadway and not concentrated in the wheel paths. As the cracking progress a definite block pattern occurs and the cracks become wider. The more severe levels will have a large number of smaller blocks and wider cracks that require sealing.

Load Cracking

Load Cracking is caused by repeated heavy loads and always occurs in the vehicle wheel path. Load Cracking severity levels ranges from short longitudinal cracks along the wheel path, to definite alligator hide patterns deteriorating to the point of small polygons of pavement being popped out.

Patches/Potholes

Patches are repaired sections of the asphalt pavement due to localized pavement and/or base failures. Potholes are sections of asphalt pavement that have failed and formed a hole in the pavement structure.

Raveling

This condition is the progressive disintegration of the pavement surface. Aggregate particles become dislodged from the binder and this loss of material can progress throughout the entire asphalt layer. Raveling ranges in severity from the loss of substantial number of surface stones to the loss of a substantial portion of the asphalt layer.

The below table scores and ranks the worst 25 roads within the City based on observable distresses.

Location	From Road	To Road	Subdivision	Score	Rank
MISTY RIDGE TRAIL	TYE STREET	TYE STREET	WILDWIND	21	1
DAVIS ROAD	LOVEJOY STREET	SR 42	N/A	30	2
CARRIAGE LAKE DR	WALT STEPHENS RD	WALT STEPHENS RD	CARRIAGE LAKE	33	3
HARVICK CIR.	PARKLAND DR.	PARKLAND DR.	PARKLAND ESTATES	33	4
SPEER RD	GA 138	N. MILL RD	SOUTHCREST	33	5
CHADWICK COMMONS	FAIRGREEN TRAIL	ANGLEWOOD TR.	MONARCH	35	6
VALLEY HILL ROAD	DAVIS DRIVE	BALTIMORE AVE.	PINE GROVE UNIT 1	35	7
SERENE WATERS TRL.	CUL-DE-SAC	CUL-DE-SAC	LAKE AREA	38	8
VICEROY CURVE	MONARCH VILLAGE WAY	CREEK VALLEY CT.	MONARCH (CREEK)	38	9
TOWNSEND BEND	ADDY LANE	WALTER WAY	NORTHBRIDGE CROSSING	38	10
SEABOARD DRIVE	OLD ATLANTA RD	NORTHBRIDGE DR	NORTHBRIDGE STATION	38	11
EAGLE'S LANDING PKWY (EAST)	I-75	VILLAGE CENTER	N/A	38	12
WYNWOOD LANE	WINBROOK DRIVE	WINTHROP LN.	WINSLOW	40	13
ADDY LANE	WALTER WAY	DAVIDSON PARKWAY	NORTHBRIDGE CROSSING	42	14
KATILYNE DR.	ADDY LANE	TOWNSEND BEND	NORTHBRIDGE CROSSING	42	15
PATHWOOD LANE	MONARCH VILLAGE WAY	VISTA CREEK DR.	MONARCH	43	16
McKINLEY LOOP	SUMMIT VIEW DR	SUMMIT VIEW DR	SUMMIT	44	17
PINE KNOLL TRACE	WINDSONG DRIVE	CUL-DE-SAC	WINDSONG PLANTATION	44	18
MLK SENIOR TRAIL 1	LOVE STREET	LOVEJOY STREET	CLARK	45	19
WINSAP DR.	TOWNSEND BEND	WALTER WAY	NORTHBRIDGE CROSSING	46	20
SAGE COURT	SPRING CREEK DR.	CUL-DE-SAC	WILLOW SPRINGS	46	21
MEADOW RIDGE DR.	DAVIS ROAD	CUL-DE-SAC	MEADOW RIDGE	47	22
GALLUP DRIVE	BRUNSWICK CIRCLE	BALTIMORE AVE.	PINE GROVE UNIT 1	47	23
BRIDLE COVE	CARRIAGE LAKE DR	CUL-DE-SAC	CARRIAGE LAKE	48	24
VISTA CREEK DR.	PATHWOOD LANE	CUL-DE-SAC	MONARCH	48	25

The City's subdivisions were scored and ranked based on the conditions of the roads. The overall score for the City's subdivision was calculated using the formula:

$$\text{Subdivision Score} = \frac{\sum \text{Length} * \text{Score}}{\sum \text{Length}}$$

The table below lists the 25 subdivisions with the worst roads based on observable distresses.

Subdivision Name	Total Length (ft)	Score	Rank
PARKLAND ESTATES	3,385	42	1
CARRIAGE LAKE	7,463	46	2
NORTHBRIDGE CROSSING	9,605	54	3
MONARCH (CREEK)	4,039	55	4
LEGENDS	4,687	57	5
BAY COURT	1,748	57	6
WILDWIND	4,736	58	7
MONARCH (PRESERVE)	4,370	58	8
MONARCH (PARK)	3,265	60	9
PINEGROVE UNIT 1	18,165	60	10
MONARCH	20,479	61	11
SUMMIT	12,741	64	12
MONARCH (LAKE)	2,930	65	13
STOCKBRIDGE NORTHWEST	7,308	66	14
SOUTHCREST	6,886	66	15
MAGNOLIA'S	9,367	67	16
BRENTWOOD HUNTINGTON	3,113	69	17
NORTHBRIDGE STATION	8,439	69	18
J.D. NELSON	3,483	70	19
NORTH PARK	7,803	71	20
MONARCH ENCLAVE	4,119	75	21
DAVIDSON LANDING	1,828	76	22
CLARK	12,348	76	23
APPLETON	14,864	77	24
BRENTWOOD ARLINGTON	878	85	25

Sidewalk Rating Methodology

The sidewalk rating was developed with reference to the Public Right-of-Way Accessibility Guidelines (PROWAG). These guidelines provide a national standard for design and review of pedestrian facilities. Please refer to Appendix B for relevant sections of the guidelines. The data collected consists of sidewalk ratings of approximately 115 miles of sidewalk to produce a numerical sidewalk rating. This rating scores the existing condition of the sidewalks based on visual surface observation and recording of deficiencies across the following four criteria:

- Sidewalk Width
- Vertical Separation
- Obstructions
- Cross Slope

All sidewalk segments were rated by the same two member team as to maintain consistency throughout the evaluation process.

Summary of Findings

Visual observations of the City's sidewalks showed general deficiencies for all four evaluation criteria. Minimal deficiencies were observed for width, obstructions and vertical separation. The predominant deficiency of the majority of the City's sidewalks was cross slopes greater than 2%.

Small sidewalk sections within subdivisions were observed to have been recently repaired or replaced. Repairs were mainly concentrated where sidewalks abutted drainage catch basins and areas where sidewalk slabs were damaged. The sidewalks located within subdivisions were generally in good condition except for cross slopes exceeding 2% and minimum vertical faults.

Sidewalks along major and minor thoroughfares were in very good condition. Cross slopes were generally below 2% with zero obstructions and minimal vertical vaults.

Data Analysis

All sidewalk segments were evaluated using four (4) PROWAG standards which are cross slope, width, vertical separation and obstruction. Sidewalk deficiencies were measured and recorded for each 100 foot section. For each evaluation criterion, a score was developed based on the total number of deficiencies.

An electronic Microsoft Excel spreadsheet is included with this report that categorizes and scores all sidewalks by road and subdivision.

Sidewalk Deficiencies

Sidewalk Width

Continuous clear width ADA standard is a minimum of 4 feet (PROWAG R302.3). Sidewalks less than 4 feet wide can impede pedestrian travel particularly when crossing paths.

Sidewalk Width Score Table

Sidewalk Width (in.)	Score
≥ 48	100
45 - 47	80
42 - 44	60
39 - 41	40
36 - 38	20
≤ 35	0

Obstructions

Obstructions are protruding objects that block the travel path of persons along the sidewalk. These objects can be hazardous to pedestrians who are blind or have low vision (PROWAG R210). Typical obstructions tend to be receptacle containers, overgrown trees or shrubs that need to be trimmed. The table below was used to determine final

Obstruction Score Table

# of Obstruction Types (ea.)	Score
No obstructions present	100
One obstruction present	50
Two or more obstructions present	0

Sidewalk Deficiencies (Continued)

Vertical Separation

Vertical separation occurs at points where the sidewalk surface is uneven typically due to heaving, settling or in locations where catch basins and sidewalks connect. Vertical faults normally range from ¼” to 1” (PROWAG R302.7.2). Vertical faults can present a tripping hazard and often times impede wheelchair movement.

Vertical Separation Score Table

Vertical Separation (in.)	Score
≤ 0.25	100
0.25 - 0.50	50
≥ 0.50	0

Cross Slope

Cross slope is the sidewalk slope perpendicular to the travel path. Cross slopes shall be 2% or less in order to meet ADA standards (PROWAG R302.6). Adverse cross slopes can create challenges for the movement of wheelchairs along the sidewalk travelled path.

Cross Slope Score Table

Cross Slope (%)	Score
≤ 2	100
2.1 - 4.0	80
4.1 - 6.0	60
6.1 - 8.0	40
8.1 - 10.	20
≥ 35	0

The table below lists the 25 roads with the worst sidewalks based on observable deficiencies.

Location	Total Length (ft)	Score	Rank
BURKE STREET	573	77.31	1
HAWK EYE CT.	466	77.47	2
RUST WAY	377	78.78	3
ROSENWALD CIRCLE	408	81.62	4
KETTLETOFT CT.	305	81.97	5
HOMEPLACE DR.	949	82.88	6
TYE STREET	1322	82.98	7
ADDY COVE	150	83.33	8
ASHWOOD CT. N.	312	83.97	9
BAY COVE CT.	388	84.54	10
BRAEMAR CT.	195	84.62	11
SAMANTHA CIRCLE	338	85.21	12
SUNNY FIELD CT.	375	85.33	13
KINGFISHER PT.	345	85.51	14
CHESTNUT KNOLL	350	85.71	15
FAIRHAVEN RD.	247	85.83	16
REDBUD LN.	1,082	86.14	17
WINDY WAY	217	86.18	18
BEECH RIDGE CT.	182	86.26	19
BRANNAN'S WALK	658	86.70	20
RIVERSIDE CLOSE	264	86.74	21
FAIRGREEN TRAIL	1,133	86.76	22
HOLLY RIDGE RD.	658	87.08	23
AVIEMORE LOOP	1288	87.38	24
ASHWOOD CT. N.	301	87.54	25

The City's subdivisions were scored and ranked based on the conditions of the sidewalks. The overall score for the City's subdivision was calculated using the formula:

$$\text{Subdivision Score} = \frac{\sum \text{Length} * \text{Score}}{\sum \text{Length}}$$

The table below lists the 25 subdivisions with the worst sidewalks based on observable deficiencies.

Subdivision Name	Total Length (ft)	Score	Rank
MEMORIAL	548	86.31	1
BRANNAN'S WALK	3,407	92.22	2
WILLOW SPRINGS	12,175	93.49	3
GARDEN'S	3,633	93.53	4
CLARK	8,441	93.90	5
WILDWIND	17,092	94.66	6
SUMMERHILL	12,566	94.83	7
LEGENDS	8,991	94.86	8
BRENTWOOD GRESHAM	6,780	94.87	9
MONARCH (PRESERVE)	8,609	94.98	10
MONARCH (PARK)	5,176	94.98	11
QUARRY	828	95.17	12
SPANISH VILLAGE	3,165	95.26	13
AVIAN FOREST	14,548	95.31	14
BRENTWOOD WHITAKER	7,623	95.44	15
CARRIAGE LAKE	2,021	95.55	16
PINEGROVE UNIT 1	25,425	95.65	17
WINDSONG PLANTATION	43,987	95.69	18
BAY COURT	3,326	95.79	19
MONARCH (FAIR)	3,735	96.05	20
GLYNN ADDY	12,817	96.06	21
HIGHLANDS	10,248	96.27	22
LAKE AREA	5,858	96.29	23
MONARCH (LAKE)	6,271	96.33	24
HILLCREST PARK	3,015	96.35	25

Appendix A

PACES Pavement Rating Methodology Deduct Charts and Tables



**CARTER
&
SLOOPE**
ENGINEERING

1031 Stonebridge Parkway
Watkinsville, Georgia 30677



American
CONSULTING
2047 Gees Mill Road, Suite 211
Conyers, Georgia 30013



Office of Maintenance

PACES

PAvement **C**ondition **E**valuation **S**ystem

2004



Pavement Condition Evaluation System

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Chapter I Basics of the System

Introduction

The Pavement Condition Evaluation System (PACES) is designed to indicate the amount and type of surface distress on a roadway at the time the survey is made. The system standardizes the terminology for the types of defects that can be found on a pavement in Georgia and defines the various levels of severity for these defects. This system will allow roads to be rated objectively statewide.

This system only addresses the structural condition of the pavement surface. It does not include skid resistance and ride-ability because these will be measured with high speed testing equipment.

General Outline

A number of distresses have been identified for flexible pavement and surface treatment which relate to the performance of the pavement. Both the presence of these distresses and the severity levels must be taken into account when rating a pavement. These distresses are as follows (also see distress definitions):

<i>Rut Depth</i>	<i>Raveling</i>
<i>Load Cracking</i>	<i>Edge Distress</i>
<i>Block Cracking</i>	<i>Bleeding/Flushing</i>
<i>Reflection Cracking</i>	<i>Corrugations/Pushing</i>
<i>Patches and Potholes</i>	<i>Loss of Section</i>

There are other types of defects which are not being considered either because they occur infrequently or they are included in one of the above categories at a certain severity level. Transverse cracking for instance is considered to be an initial stage of block cracking and is therefore rated in that category.

Ratings are done for each mile (or partial mile) by selecting a sample section for cracking distresses representative of the pavement condition for that rating segment. The defects noted for each rating segment within a project are then averaged to obtain the representative pavement condition for that project. A project rating is determined from deduct values which have been established for each defect and severity level.

Flexible Pavement Distress Definitions

The various pavement distresses are defined in this section along with descriptions and illustrations of the various levels of severity for each distress. The rater must be thoroughly familiar with the distresses and severity levels as defined in this section. The rater may or may not agree with all of the definitions and descriptions presented in this section, but all pavement sections must be rated in accordance with the criteria presented here in order for the rating system to be uniform.

Illustrations and photographs are shown for the various distresses and the severity levels which represent what typically might be seen in the field. The illustrations do not show all conditions that might be found nor is it intended that a condition must look exactly like what is shown in this manual for it to be rated at a particular severity level. The pictures are simple illustrations of what the rater is likely to see for a certain distress at a certain severity level. The rater must use his judgment based on the descriptions and the pictures while classifying the distress and severity level found on a sample section. It is possible that a combination of distresses and severity levels are present and these combinations should be recorded on the survey sheet as they exist.

Rut Depth

Definition:

Rutting is longitudinal depressions that form under traffic in the wheelpaths and are greater than 20 feet long. Rutting is a permanent deformation of the wheelpaths caused by traffic loadings. Rutting can be caused by insufficient compaction, plastic movement of the mix, or an unstable foundation.

According to its definition, the following questions may be addressed when identifying rutting distress.

1. Compared with the pavement outside the wheelpaths, is there any depression deformation in the wheelpaths?
2. Is this deformation in the longitudinal direction?
3. Is there any cracking in the longitudinal direction which is associated with the deformation in the wheelpaths?

How to Measure:

Rut Depth will be estimated in both wheelpaths in the sample area and recorded on the survey in units of 1/8 of an inch. If rutting is extensive (more than 3/8 inch), actual measurement may be necessary.

Severity levels for Rutting are not applicable.



Load Cracking

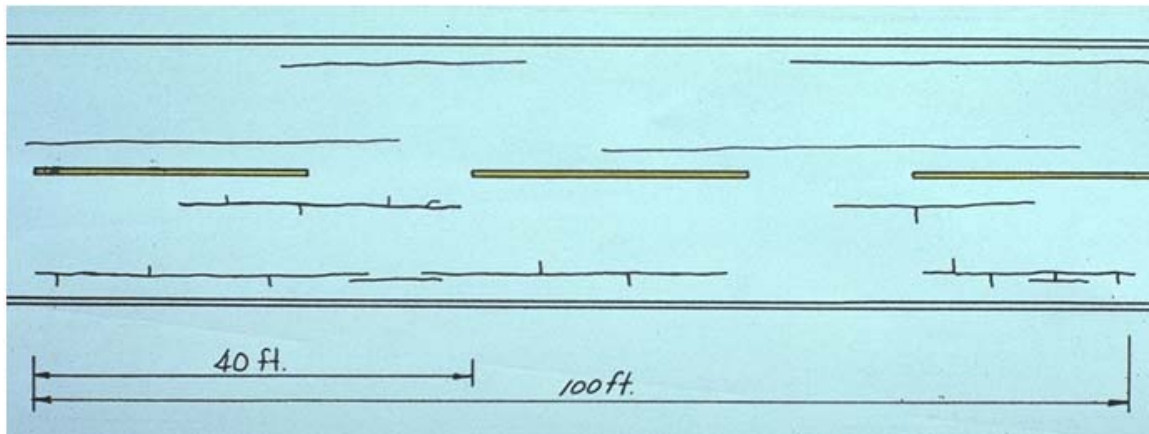
Description:

This type of cracking is caused by repeated heavy loads and always occurs in the wheelpaths. This type cracking usually starts as single longitudinal cracks in the wheelpaths. As progression continues, short transverse cracks occur that intersect the original longitudinal cracks. Additional longitudinal cracks occur in the wheelpaths. As the number of longitudinal and transverse cracks in the wheelpaths increases, polygons are formed by the intersection of these cracks. As deterioration continues, these polygons become smaller (due to additional cracking) and, in the worse case, begin to pop out. When load cracking progresses to the point where small polygons are formed, rutting can become extensive and pumping of base material can occur.

Following are examples for each severity level of load cracking.

Load Cracking (Severity Level 1)

Level 1 Load Crack patterns are generally tight single longitudinal cracks in the wheelpaths. A wheelpath is approximately 3 feet wide and load cracking can occur at the edge of the wheelpath. Occasional short, tight longitudinal cracks parallel to the main longitudinal cracks can also occur and still be defined as level 1 load cracking pattern.



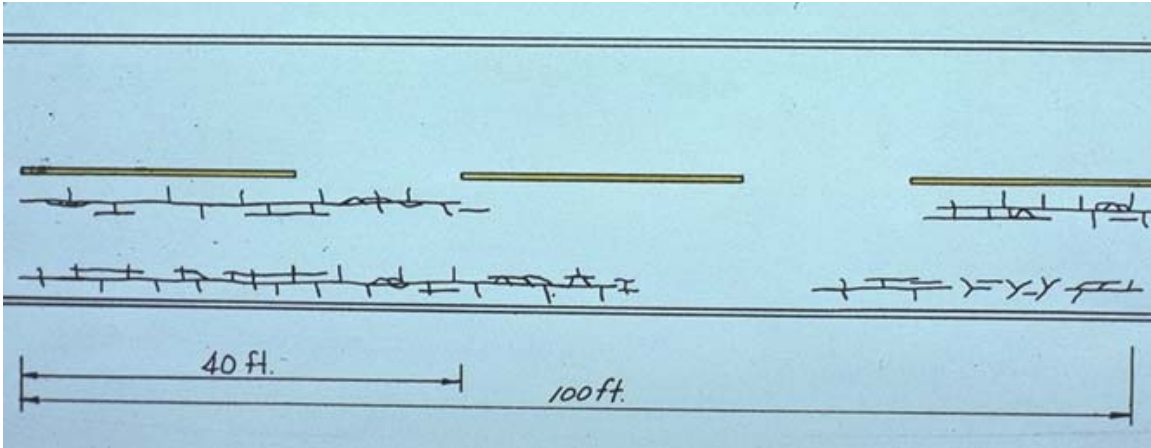
The illustration above is an example of the range in load cracking patterns to be recorded as level 1 load cracking. There is approximately 120 feet of cracking in the two wheelpaths or 60% of the sample in lane one in the two wheelpaths or 60% of the sample in lane one and 130 feet (65%) of level 1 load cracking in lane two.

Examples of Level 1 Load Cracking



Load Cracking (Severity Level 2)

The following illustration shows the general range in appearance of level 2 load cracking patterns. These cracks are wider than level 1 cracks and occur only in the wheelpaths. This level cracking has a single or double longitudinal crack with a much larger number of 0-2 ft. transverse cracks intersecting than in level 1 load cracking. Occasionally polygons will form, but are not prominent.



In this example, there is approximately 150 ft. of cracking in the 100 ft. sample area, or 75% of sample area.

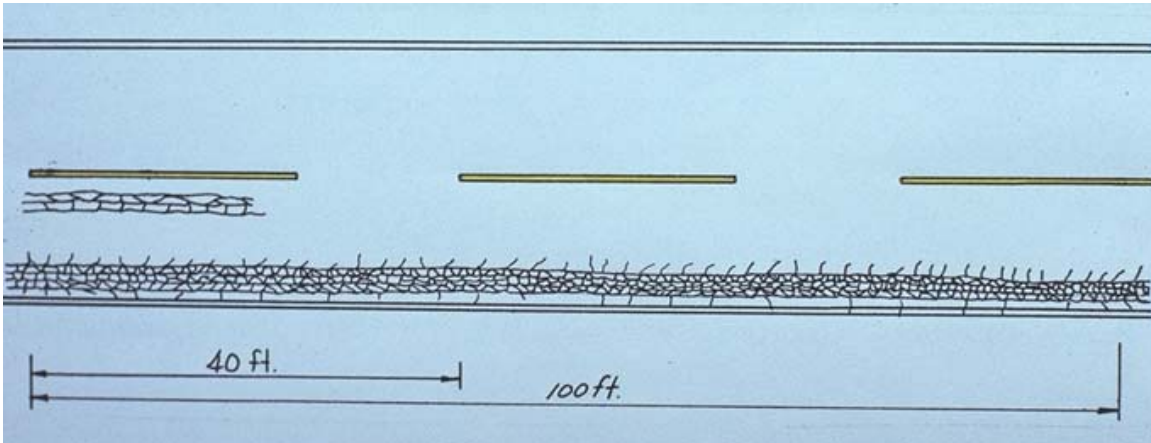


Examples of Level 2 Load Cracking



Load Cracking (Severity Level 3)

The illustration shows the general appearance of level 3 load cracking patterns. This type pattern generally has three or more longitudinal cracks in the wheelpaths with many interconnecting transverse cracks. Many small polygons are formed causing the appearance of “alligator hide”. This type cracking is marked by a definite, extensive pattern of small polygons and is sometimes accompanied by severe rutting.



In this example, 60% of the sample has level 3 load cracking.

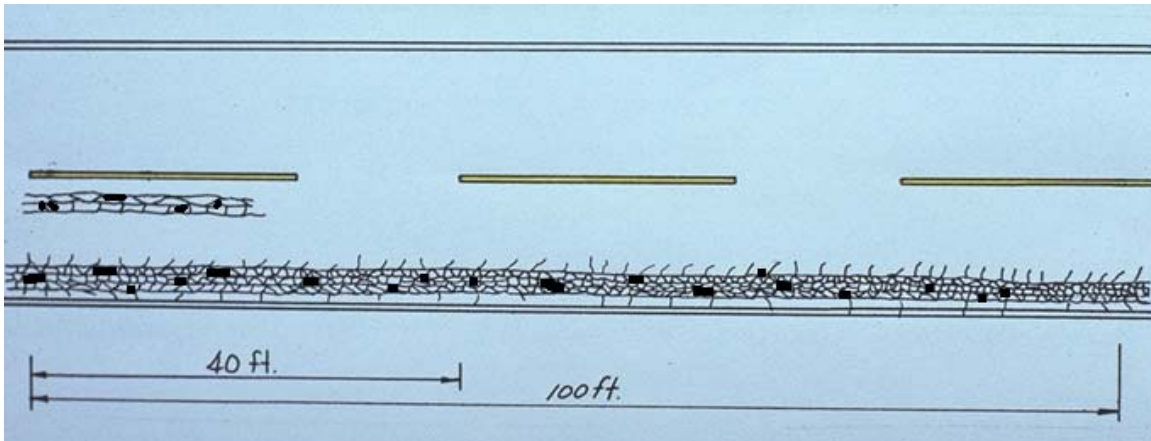


Examples of Level 3 Load Cracking



Load Cracking (Severity Level 4)

The following illustration shows level 4 load cracking patterns. This type pattern has the definite “Alligator hide” pattern, but had deteriorated to the point that the small polygons are beginning to pop out. Rutting is usually severe and pumping of base material is sometimes evident.



In this example, 60% of the sample area has level 4 load cracking.



Examples of Level 4 Load Cracking



Block/Transverse Cracking

This type cracking is caused by weathering of the pavement or shrinkage of cement treated base materials. Block/transverse cracking is not load related. The block pattern is distributed uniformly throughout the roadway and not concentrated in the wheelpaths. Block cracking is interconnecting cracks forming a series of large blocks usually with sharp corners.

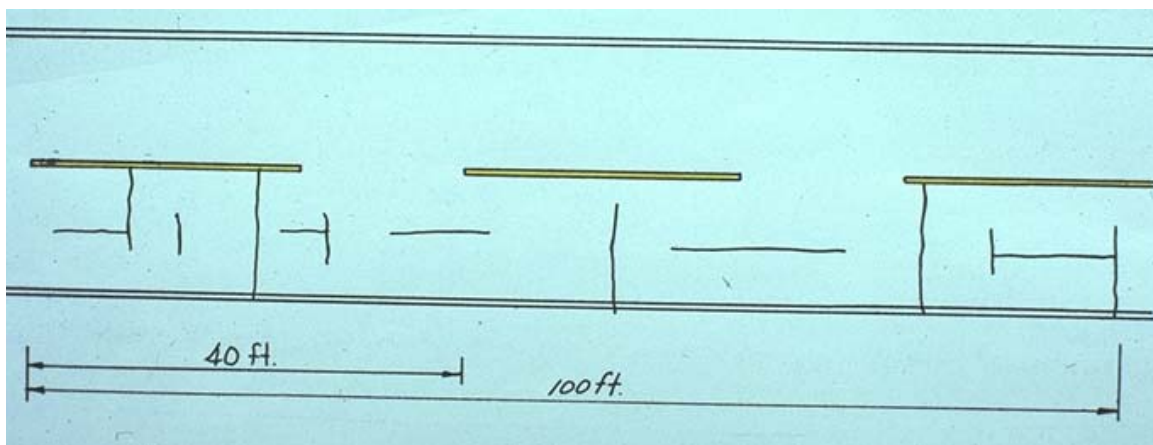
Block/transverse cracking begins as single, tight transverse, longitudinal or combinations of both types of cracks. In the beginning, block/transverse cracks may not form a recognizable block pattern, just longitudinal and/or transverse cracks that are not associated with the wheelpaths.

As this type of cracking progresses, a definite block pattern occurs and the cracks become wider. As the cracking becomes worse, the block pattern densifies (small blocks) and/or the cracks become very wide ($> 1/8$ inch).

Severity Level 1 Block/Transverse Cracking

This type cracking is not load related and does not occur in the wheelpaths. Level 1 block/transverse cracking is made up of transverse, longitudinal, or a combination of both types of cracks. A definite “block” pattern has not developed yet. The longitudinal cracks are tight and not in the wheelpaths although they may wander into the wheelpaths at times.

The illustration below would be considered to have level 1 block/transverse cracking on 100 percent of the sample area. See Rule of 100 feet for estimating the extent of level 1 block/transverse cracking.



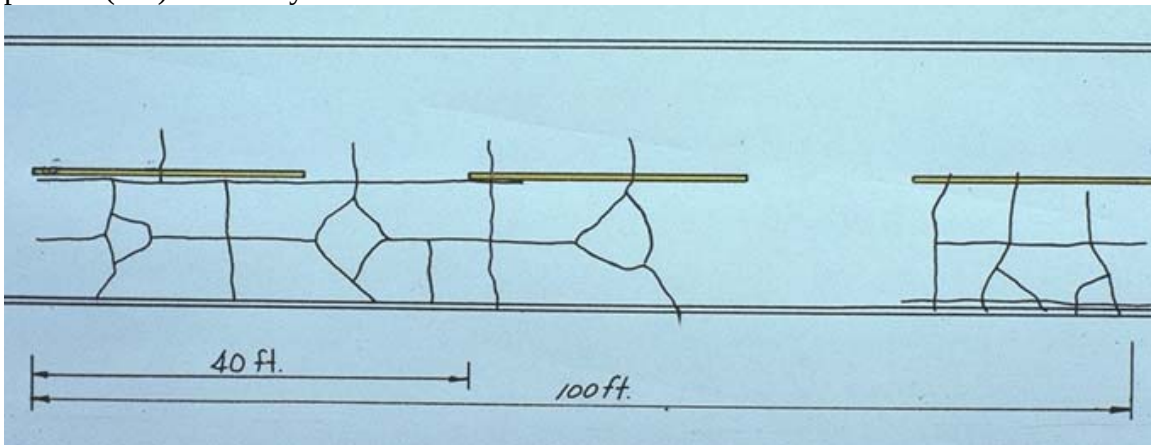
Examples of Level 1 Block/Transverse Cracking



Severity Level 2 Block/Transverse Cracking

At this severity level, the cracking has developed definite block patterns. Some of the longitudinal cracks can occur in the wheelpaths for short distances without being considered load cracking when associated with a block pattern. The transverse and longitudinal cracks are wider than in level 1, but do not necessarily require sealing. The block pattern will usually be uniform across the entire roadway.

In the following example, 80% of the sample area has level 2 block/transverse cracking. However, this example is for illustrative purposes only. It is either present (100%) or not present (0%) and rarely falls in between.



Following are sample images of level 2 block/transverse cracking.



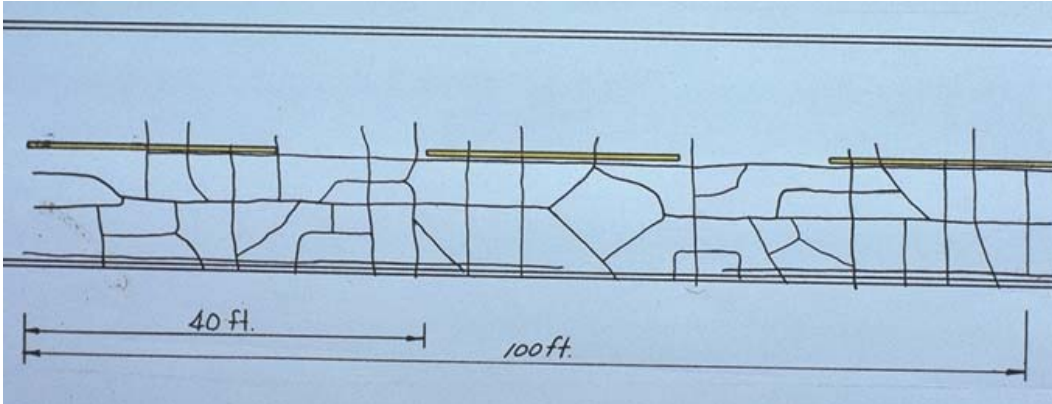
Examples of Level 2 Block/Transverse Cracking



Severity Level 3 Block/Transverse Cracking

At this severity level, the cracking has a definite block pattern as in level 2, but the blocks are smaller and the cracks are wider than in level 2. Level 3 block/transverse cracking is marked by cracks that are wide enough to require sealing. Block cracking that has a very large number of small blocks is also considered to be level 3 block/transverse cracking. Some of the longitudinal cracks in this pattern may meander into the wheelpaths for short distance, but are still considered block cracking because large distances of wheelpaths are not affected and this type cracking is not caused by loading. Some spalling of the cracking may be evident.

The following example represents 100% level 3 block/transverse cracking.



Here are some sample images of level 3 block/transverse cracking.





Level 3 block/transverse cracking – Notice width, subsidence and spalling of the cracks

Load Cracking and Block/Transverse Cracking Combination

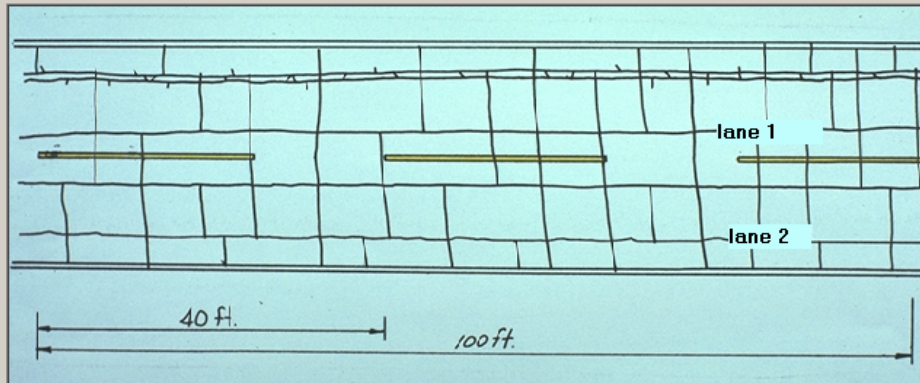
The combination of load cracking and block/transverse cracking occurs to some extent on practically all roads, especially after a few years of traffic and weathering. However, in most cases, the combination will consist of load cracking (levels 1-4) and block/transverse cracking (level 1 only).

In a **few** cases, such as an older, heavily weathered and oxidized road which is subjected to a sudden increase in traffic, especially trucks, such roads can have load cracking (levels 1-4) and block/transverse cracking (levels 2-3) occurring as a combination.

Such a combination is the **exception** to the rule and the rater should double-check to insure that such a combination does, in fact, exist. The more likely result is an error by the rater in “double-counting” of the longitudinal cracks as both a load crack and as part

of the “block” pattern, thus, calling it either level 2 or 3 block/transverse cracking. **A longitudinal crack in the wheelpath is a load crack and is to be rated as such.** This crack has then been accounted for and **cannot** be used again to form the “block” pattern.

Load and Block/Transverse Cracking Combinations



Lane 2:

- The longitudinal cracks are in the wheelpaths and thus, are load cracking. Since they are single cracks, they are considered level 1 load cracking.
- The transverse cracks continue to outside wheelpaths and do not seem to be influenced by the wheelpaths, they are considered level 1 B/T cracking.

Lane 1:

- The longitudinal cracks are in the wheelpaths. Inside wheelpath has a single longitudinal crack, and outside wheelpath has a double longitudinal crack.
- Transverse cracks are approximately the same as that in lane 2.

Level 1 load cracking:	100 feet / 200 feet	= 50%
Level 2 load cracking:	100 feet / 200 feet	= 50%
Level 1 B/T cracking:	160 feet / 100 feet	= 100%

In this example, lane 1 would be the lane rated and recorded as it is the lane with the most cracks.

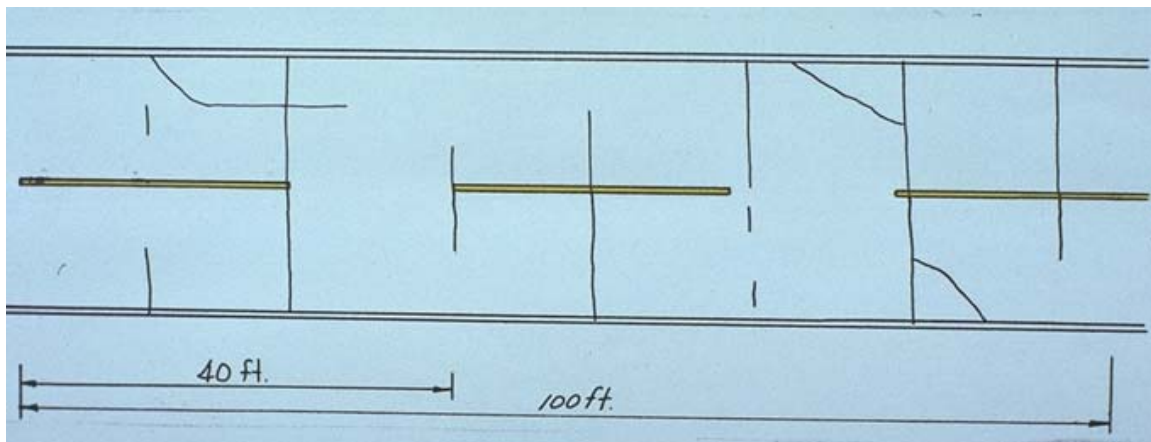


Reflection Cracking

This type cracking is caused by the “reflection” of joints and cracks through an asphaltic concrete overlay from the underlying PCC concrete pavement. These reflection cracks begin as tight cracks and progress to very wide cracks with spalling. The transverse cracks will be right angles across the roadway and in a repeatable pattern down the roadway (i.e., every 30 feet, 40 feet, etc.). The longitudinal cracks, if present, will normally be fairly straight, continuous cracks in the travel lane near the pavement edge associated with underlying edge of narrower PCC concrete pavement which has been widened and overlaid with asphaltic concrete overlay. Longitudinal cracks that occur at the centerline, lane lines, and edge lines are not to be counted. Any other cracks will be cracks associated with failures in underlying PCC concrete pavement and such cracks will reflect the size and shape of such failures. Construction joints and widening joints associated with the construction and/or widening of asphalt pavements are not to be counted as reflection cracking. Remember, reflection cracking only occurs on roadways with an underlying PCC concrete pavement.

Severity Level 1 Reflection Cracking

Level 1 Reflection cracks are tight, single cracks that are usually transverse, but are longitudinal if the underlying concrete pavement is narrower than the asphaltic concrete overlay. Irregular cracking patterns can be reflected if the underlying slabs are broken. Level 1 cracks may or may not go across the entire lane.



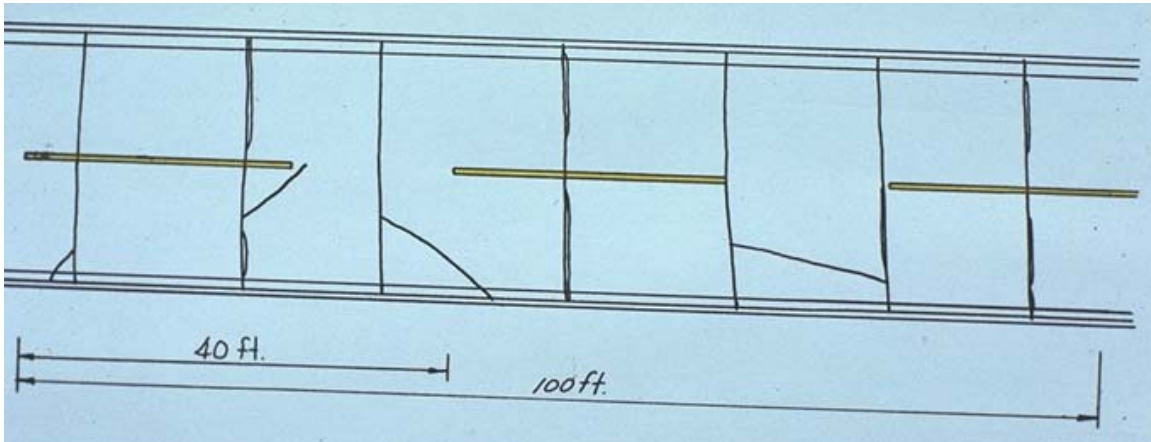
This illustration shows the top lane represents 9 total cracks and approximately 100 linear feet of reflection cracking.

Here are some sample images of level 1 reflection cracking



Severity Level 2 Reflection Cracking

This level of reflection cracking has progressed so that all underlying joints and cracks have reflected through the surface layer. The cracks are substantially wider than the level 1 cracks and may require sealing. There may be some “double” cracks over the underlying concrete pavement joints. “Double” cracks are not to be counted as two cracks, but one reflection crack. A longitudinal crack in the travel lane near the edge of pavement that is a result of widening of the underlying concrete pavement with asphalt will be counted as a reflection crack. If the underlying pavement is not concrete, do not count. A widening crack is not necessarily a reflection crack.



This illustration the bottom lane represents 12 total cracks and approximately 230 linear feet of reflection cracking.

Here are some sample images of level 2 reflection cracking.

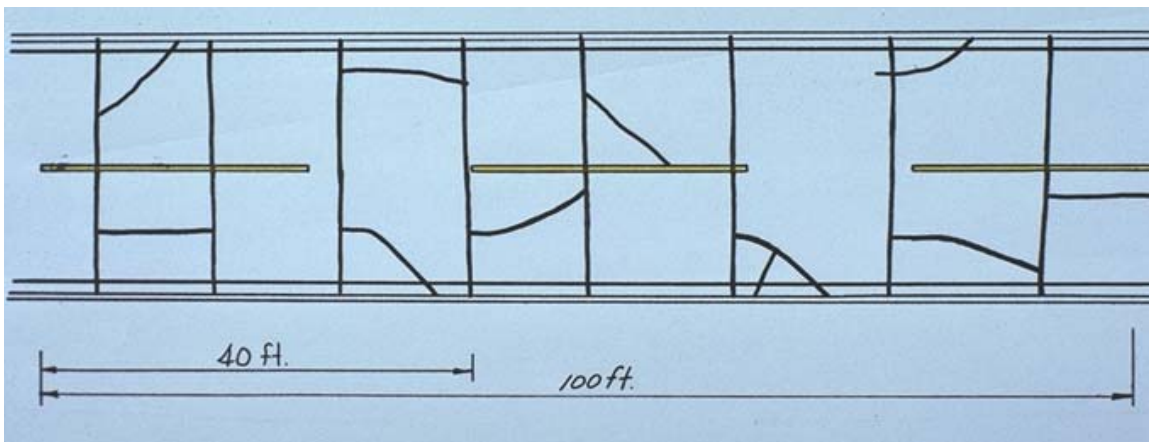




Level 2 Reflection.

Severity Level 3 Reflection Cracking

This level of reflection cracking will have the same pattern as level 2 reflection cracking (all underlying joints and cracks have reflected through), but the cracks will be very wide. The cracks will be marked by spalling and/or subsidence. It should be obvious that some corrective work should be performed to these cracks before counting them as level 3.



This illustration shows the bottom lane represents 16 total cracks with approximately 280 linear feet of reflection cracking.

Here are some sample images of level 3 reflection cracking.



Raveling

Description:

This condition is the progressive disintegration of the pavement surface. It is caused by traffic action on a weak surface. Aggregate particles become dislodged from the binder and this loss of material can progress through the entire layer. Raveling ranges in severity from the loss of a substantial number of surface stones to the loss of a substantial portion of the asphalt surface layer. For purposes of rating, a slurry seal that has “peeled off” is considered level 3 Raveling.

How to measure:

The percent of the length of the rated segment (mile or partial mile) that contains raveling is to be recorded along with the predominant severity level. For example, if you observed 3000 feet of raveling in a 1 mile rating segment with 1000 feet rated as level 1 severity and 2000 feet rated as level 2 severity, you would record as 60% level 2 raveling as $3000/5000 = 60\%$ and level 2 is more predominant (2000 ft. > 1000 ft.).



Level 1 – loss of substantial number of stones



Level 2 – loss of most surface



Level 3 – loss of substantial portion of surface layer (>1/2 depth)

Edge Distress

Definition:

Edge distress is cracking and pavement edge break-off within 1 to 2 foot of the pavement edge and not associated with the wheelpath area. The cracking can be in the form of longitudinal or transverse cracks or in many instances alligator type cracking. It may sometimes be difficult to distinguish between alligator cracking in the wheelpath and along the edge of the pavement especially on narrow width pavements. **It must be called load cracking when it occurs in the wheelpath. It cannot be called both load cracking and edge distress.**

How to Measure:

The percent of the rated segment (mile or partial mile) length containing edge distress is recorded on the survey form along with the predominant severity level in the rater's judgment. For example, if you observed edge distress on these curves (curve 1 --700' level 1, curve 2 --1000' level 2, and curve 3 --300' level 3) within a mile rating segment, you would record as 40% level 2 edge distress as $700 + 1000 + 300 = 2000 / 5280 = 40\%$ and level 2 was more predominant ($1000' > 700' > 300'$).



Level 1 – tight, hairline cracks



Level 2 – crack widths greater than $\frac{1}{4}$ inch, double cracking, tight “alligator” cracking



Level 3 – severe “alligator” cracking at edge, popouts, edge break off

Bleeding/Flushing

Definition:

Bleeding or flushing is the presence of bituminous material on the surface creating a shiny appearing. Bleeding or flushing is created by excess asphalt cement and/or low air void content.

How to measure:

The percent of the length of the wheelpaths that has bleeding or flushing in the rated segment (mile or partial mile) is noted. Each wheelpath is a maximum of 50 percent of the rated segment (mile or partial mile). For example, if you observed that one wheelpath had 3000 feet level 1 bleeding and other wheelpath had 1000 feet level 2 bleeding in a rated segment of 1 mile, you would record as 40% level 1 bleeding/flushing since $3000 \text{ ft.} = 30\% + 1000 \text{ ft.} = 10\%$ or 40% total both wheelpaths and level 1 is more predominant ($3000' > 1000'$).



Level 1 – free bitumen is noticeable on the surface along with the aggregate in the mix



Level 2 – surface is black with very little aggregate noticeable

Corrugation/Pushing

Definition:

A series of ridges and valleys in the surface which cause a rippling or washboarding effect caused by unstable asphalt on asphaltic concrete or non-uniform application of aggregate on surface treatment.

How to Measure:

The extent will be recorded as the percentage of the rated segment (mile or partial mile) length that has corrugations. For example, if you observed in a mile rating segment that three interchanges (No. 1 –700 feet level 1, No. 2 –800 feet level 2, and No. 3 –500 feet level 3) had corrugations/pushing, you would record as 40% and level 2 corrugation/pushing, as $700 + 800 + 500 = 40\%$ and level 2 is more predominant ($800' > 700' > 500'$).



Level 1 – corrugations are visible and can definitely be felt in the steering wheel while driving



Level 2 – corrugations/pushing have significant effect on riding comfort, some reduction of speed may be necessary



Level 3 – noticeable discomfort, excessive vibration, reduction of speed necessary

Loss of Section

Definition:

A deviation of the pavement surface from its original typical design cross section other than those described for corrugations, pushing or shoving. Generally, loss of pavement section results from settlement, slope failure, or heavy loads on a deficient pavement system. This loss of section usually occurs in the outside half of the lane. Loss of section takes the form of dips, bumps, and undulations, all of which cause pitch and roll in a moving vehicle.

How to Measure:

The percentage of the length of rated segment (mile or portion of mile) that has loss of pavement section. The three severity levels are as follows:

Level 1 (Slight): Noticeable swaying of vehicle, but no effect on vehicle control.

Level 2 (Moderate): Heavy swaying of vehicle. Fair control of vehicle, driver has to anticipate dips ahead.

Level 3 (Severe): Speed of vehicle must be greatly reduced for driver to maintain control.

The predominant severity, in the rater's judgment, is also recorded on the rating form under severity. For example, in a rating segment of one mile, you observe 3000 feet level 1 and 2000 feet level 2, you would record as 100% level 1 loss of pavement section as $3000 + 2000 = 100\%$ and level 1 is more predominant ($3000' > 2000'$).



Level 1 (slight) – Noticeable swaying of vehicle, but no effect on vehicle control



Level 2 (Moderate) – Heavy swaying of vehicle. Fair control of vehicle, driver has to anticipate dips ahead



Level 3 (Severe) – Speed of vehicle must be greatly reduced for driver to maintain control

Patches, Potholes, and Local Base Failures

Definition

Patches are repaired sections of the asphalt pavement due to localized pavement and/or base failures. Also spot leveling is included in this category as well.

Potholes are sections of the asphalt pavement that have failed and formed a hole in the pavement structure. These are caused by pavement and/or base failures.

Base Failures are sections of roadway where the water has entered the base material and is rutting and shoving .

How to measure

The total number of spot overlays, patches, potholes and local base failures must be counted for the entire rated segment (normally a mile) and this number recorded on the COPACES survey form. Utility patches are NOT to be counted UNLESS the utility patch has failed and is thus affecting the structural condition of the pavement.



Rating Survey

Introduction

Ratings are done for each mile (or partial mile) by selecting a sample section for cracking distresses representative of the pavement condition for that rating segment. The defects noted for each rating segment within a project are then averaged to obtain the representative pavement condition for that project. A project rating is then determined from deduct values which have been established for each defect and severity level.

Conducting the Survey

The rating system has been devised so that the pavement condition of all the state routes can be assessed objectively by one rater within his assigned area on a project basis. It is suggested that the rater rates all the state routes within one given area at a time to reduce driving time between routes and to keep track of what areas have been surveyed. It would be helpful to mark on a map these routes that have been completed.

The rater must start the route at the beginning or ending point of the selected project limits and continue the rating process until the other end is reached. Do not survey any route by starting in the middle and do not branch off to another route prior to completing the route that is being rated. For roads with more than one road number, the lowest number description should be used. A programmable Distance Measuring instrument connected to the survey vehicle should be used when conducting the survey to accurately identify the location of each survey site.

Project Limit Selection

Pavement condition ratings will be obtained on all state routes. The roads will be divided into projects for analysis of the data.

A project is a length of roadway with a common pavement section, similar structural conditions, and logical beginning and ending points. Project limits should not be mileposts, businesses or other points not readily located on the map. The rater must choose the project limits when conducting the inventory ratings within the guidelines described in this section.

The following must be used as break points for project limits:

1. Major changes in pavement condition for more than two consecutive miles.
2. Change in pavement type (not including spot overlays).
3. Common sections containing more than one state route – rate the section as lowest numbered state route.
4. Divided highways. **Divided highway projects will have two files per segment of roadway with the only difference in the files being that the mileposts will be in the positive direction for one and in the negative direction for the other.**

The following break points can also be considered for project limits but are not required:

1. Intersecting State Routes
2. County Lines – If the pavement type does not change at the county line, consideration should be given to extending the project limits into the adjoining county.
3. City Limits
4. Changes in the number of lanes
5. Curb and gutter sections through a city or town
6. Project limits established from previous resurfacing projects
7. Original construction project limits.

Other local factors may be known to the rater which can be helpful in establishing a project limit. Once the project limits have been established during the initial rating survey, these same limits should be used during all follow-up ratings as long as structural condition remains similar within the project limits. If structural conditions changes, subdivide into 2 or more projects, as appropriate. As a “Rule of Thumb”, whenever the project limit selected is longer than 10 miles, double-check to be sure that the pavement conditions are basically similar within the limits selected. If not, separate into two or more projects.

Selection of Rating Segments

A project will normally be divided into one mile segments for rating purposes. Exceptions to this are the beginning and ending segments of a project which can be less than one mile or when drastic changes in pavement conditions occur within the mile and shorter rating segments (usually ½ mile) are used to get a more representative rating of pavement conditions, especially cracking distress. The project limits within a city also will generally be shorter in length because of changes in pavement type, number of lanes, etc. As pavement conditions normally vary greatly within short distances, the rating segment likewise will be reduced to ½ mile or less to insure getting a representative rating of pavement condition.

Selection Sample Location for Cracking Distress

In rating cracking distress (load cracking, block/transverse cracking and reflection cracking) only a 100 foot sample out of each rating segment (mile or partial mile) will be rated so it is very important that the 100 foot section represent the majority of the cracking distress found in the rating segment (normally a mile). The 100 foot section will be chosen by the rater and can be located anywhere within the rating segment. The rater should drive slowly and make two or three stops within the first half of the rating segment and look at the pavement from the car to determine what types of cracking distress and level of severity is generally present. The 100 foot sample section should be selected only after the rater is confident that he has a “feel” for the pavement condition and can select his 100 foot sample section that is representative of the cracking distress within the segment to be rated. On projects where conditions are uniform the pavement

condition may be obvious after the first stop and the sample section could be chosen early in the rating segment. On projects with variable conditions, the sample section should normally be located at the half way point or beyond in the rating segment to be sure it is “representative” of the cracking distress. If pavement conditions change drastically within the segment being rated (normally a mile), the rating segment should be broken into two or more segments and 100 foot sample locations chosen to represent the smaller segments. For instance, two 100 foot sample sections could be chosen, each representing ½ mile.

For projects with cracking distress that vary widely within each rating segments, the 100 foot sample should represent the average conditions within the segment rather than the best or worst general conditions. For example, if in a given mile there is a substantial amount of cut areas, and the fill areas are the worse general condition, the 100 foot sample should be chosen to represent the entire mile, not in the best or worst area.

The rater should not locate the 100 foot samples over culverts, bridge approaches or locations that are obviously localized problems. Localized problems should be handled in “remarks”.

The purpose of the survey is to obtain a representative rating of the project pavement condition, especially cracking distress.

Rating the Sample Section for Cracking Distress

The Computerized Pavement Condition Evaluation System program (COPACES) is the computer program that GDOT uses to administer PACES. All project file and survey information is entered for the project while the rater is conducting the survey via a laptop computer.

Once the 100 foot sample section has been selected to represent the cracking distress, its location will be recorded in COPACES program under the field “sample location”. This field locates the sample section to the nearest one-tenth mile.

The rater must walk the 100 foot section (three centerline stripes plus 10 feet is approximately 100 feet) and rate the lane in the worst condition on two lane and multilane undivided roads. On divided highways each travel direction must be rated separately, although only the lane in the worst condition in each travel direction is rated.

It is generally best to walk the 100 feet in one direction and determine which lane is in the worst cracking distress condition and rate this lane when walking back towards the vehicle. The rater must be aware that certain conditions such as time of the day, sunlight, and wetness can affect his ability to see certain cracking distress conditions. The amount (to the nearest 5%) and severity of the cracking distress is estimated to the rater’s best judgment in accordance with the procedures contained in Chapter 1 of this manual and immediately recorded in COPACES.

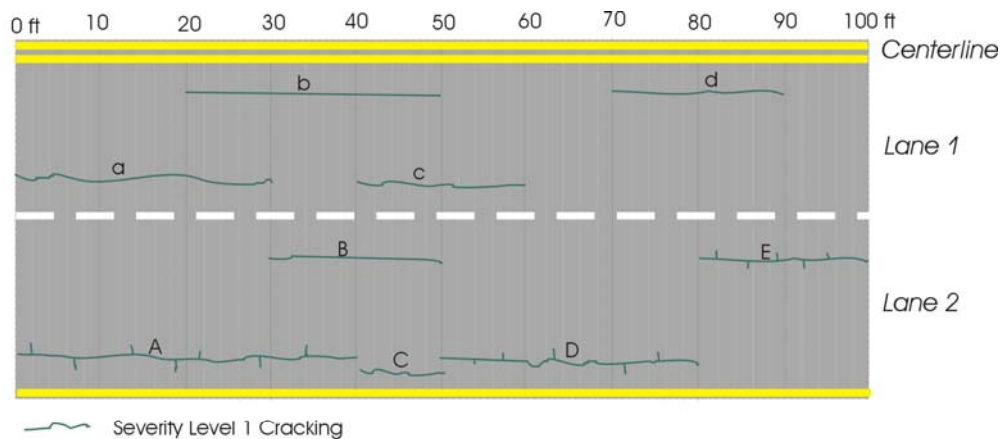
Selecting and Rating the Remaining Types of pavement Distress

As cracking distress is the most critical type of pavement distress, the length of the rating segment (mile or partial mile) will be determined when rating cracking distress as described earlier.

The remaining types of pavement distresses (Rut Depth, Raveling, Edge Distress, Bleeding/Flushing, Corrugation/Pushing, and Loss of Pavement Section) are to be closely observed and an estimate (to the nearest 5%) made of the extent and the predominant severity of the distress within the rating segment.

On two-lane and multi-lane undivided highways, the rater should determine which lane is in the worst general shape (from the standpoint of Raveling, Bleeding/Flushing, Corrugation/Pushing, Edge Distress, and Loss of Pavement Section) and base his estimate of the extent and severity of such pavement distress on what is observed in the lane selected. Likewise, on divided highways, only the lane in the worst condition in a given direction is to be rated, but rate both directions separately when rating divided highways (i.e., a separate report is to be prepared for each direction of a divided highway).

An exception to rating only the worst lane is to be made when rating patches, potholes, or local base failures as the total number of such distress for ALL LANES within the rating segment is to be recorded.



Lane 1 Survey

a : 30 ft
b : 30 ft
c : 20 ft
d : 20 ft

Total cracking in two wheelpaths: 100 ft
Percentage of Level 1 Cracking : $100 / 200 = 50 \%$

Lane 2 Survey

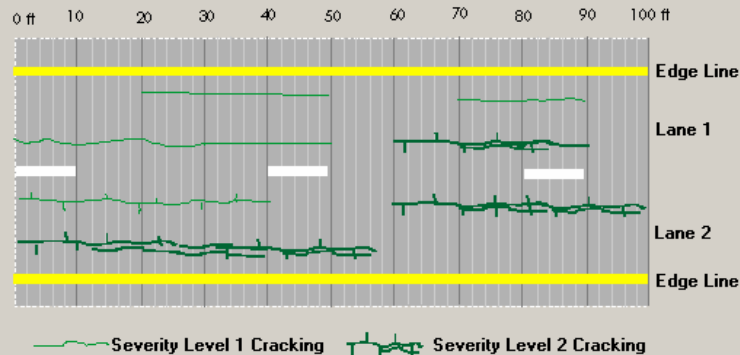
A : 40 ft
B : 20 ft
C : 10 ft
D : 30 ft
E : 20 ft

Total cracking in two wheelpaths: 120 ft
Percentage of Level 1 Cracking : $100 / 200 = 60 \%$

The higher percentage lane, 60 % of severity level 1 cracking in lane 2, is used to represent cracking in this section.

Load Cracking - Combinations

The following figure illustrates the presence of level 1 and level 2 load cracking in lane 1 and lane 2.



Determine % Distresses:

In Lane 1

$$\begin{aligned} \text{Level 1: } & (30 + 20 + 50) / 200 = 50\% \\ \text{Level 2: } & 30 / 200 = 15\% \end{aligned}$$

In Lane 2

$$\begin{aligned} \text{Level 1: } & 40 / 200 = 20\% \\ \text{Level 2: } & (40 + 60) / 200 = 50\% \end{aligned}$$

In this example, lane 2 would be the lane rated.

[View Images](#)

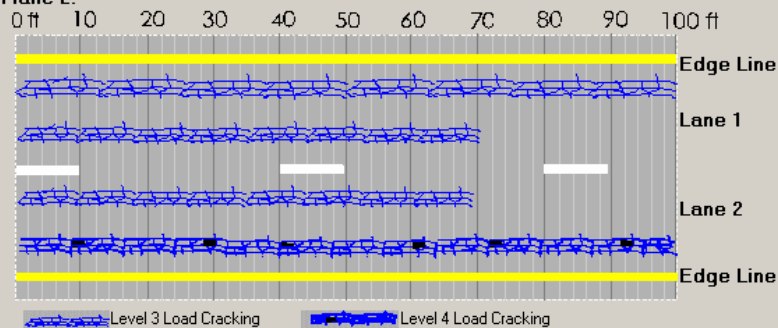
[How to Determine
% Distress](#)

[Exit](#)

[Back](#)

Load Cracking - Combinations

The following figure illustrates the presence of level 3 load cracking in lane 1 and level 3 and level 4 load cracking in lane 2.



Determine % Distresses:

In Lane 1

$$\begin{aligned} \text{Level 3: } & (70 + 100) / 200 = 85\% \\ \text{Level 4: } & 0 / 200 = 0\% \end{aligned}$$

In Lane 2

$$\begin{aligned} \text{Level 3: } & 70 / 200 = 35\% \\ \text{Level 4: } & 100 / 200 = 50\% \end{aligned}$$

In this example, lane 2 would be the lane rated.

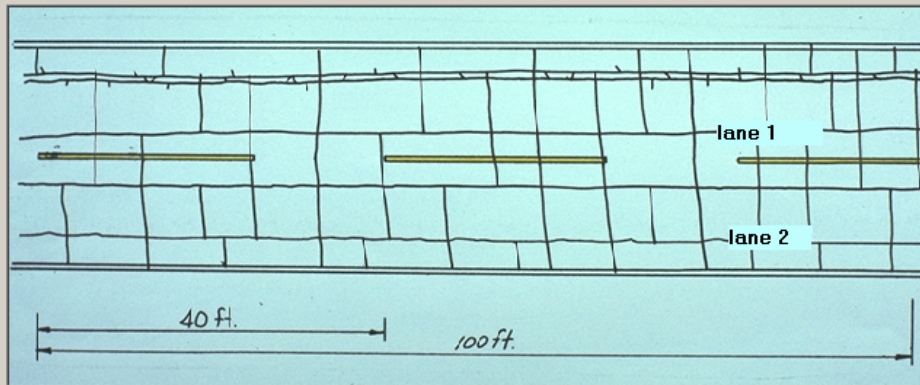
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Load and Block/Transverse Cracking Combinations



Back

Lane 2:

- The longitudinal cracks are in the wheelpaths and thus, are load cracking. Since they are single cracks, they are considered level 1 load cracking.
- The transverse cracks continue to outside wheelpaths and do not seem to be influenced by the wheelpaths, they are considered level 1 B/T cracking.

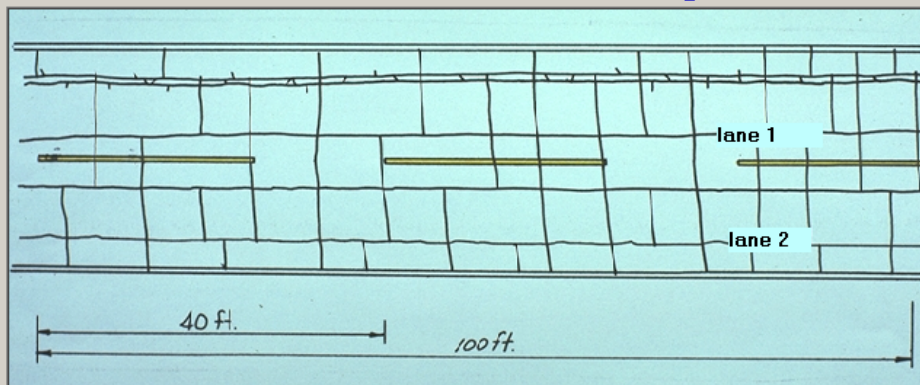
Lane 1:

- The longitudinal cracks are in the wheelpaths. Inside wheelpath has a single longitudinal crack, and outside wheelpath has a double longitudinal crack.
- Transverse cracks are approximately the same as that in lane 2.

Level 1 load cracking:	100 feet / 200 feet	= 50%
Level 2 load cracking:	100 feet / 200 feet	= 50%
Level 1 B/T cracking:	160 feet / 100 feet	= 100%

In this example, lane 1 would be the lane rated and recorded as it is the lane with the most cracks.

Load and Block/Transverse Cracking Combinations



Back

Lane 2:

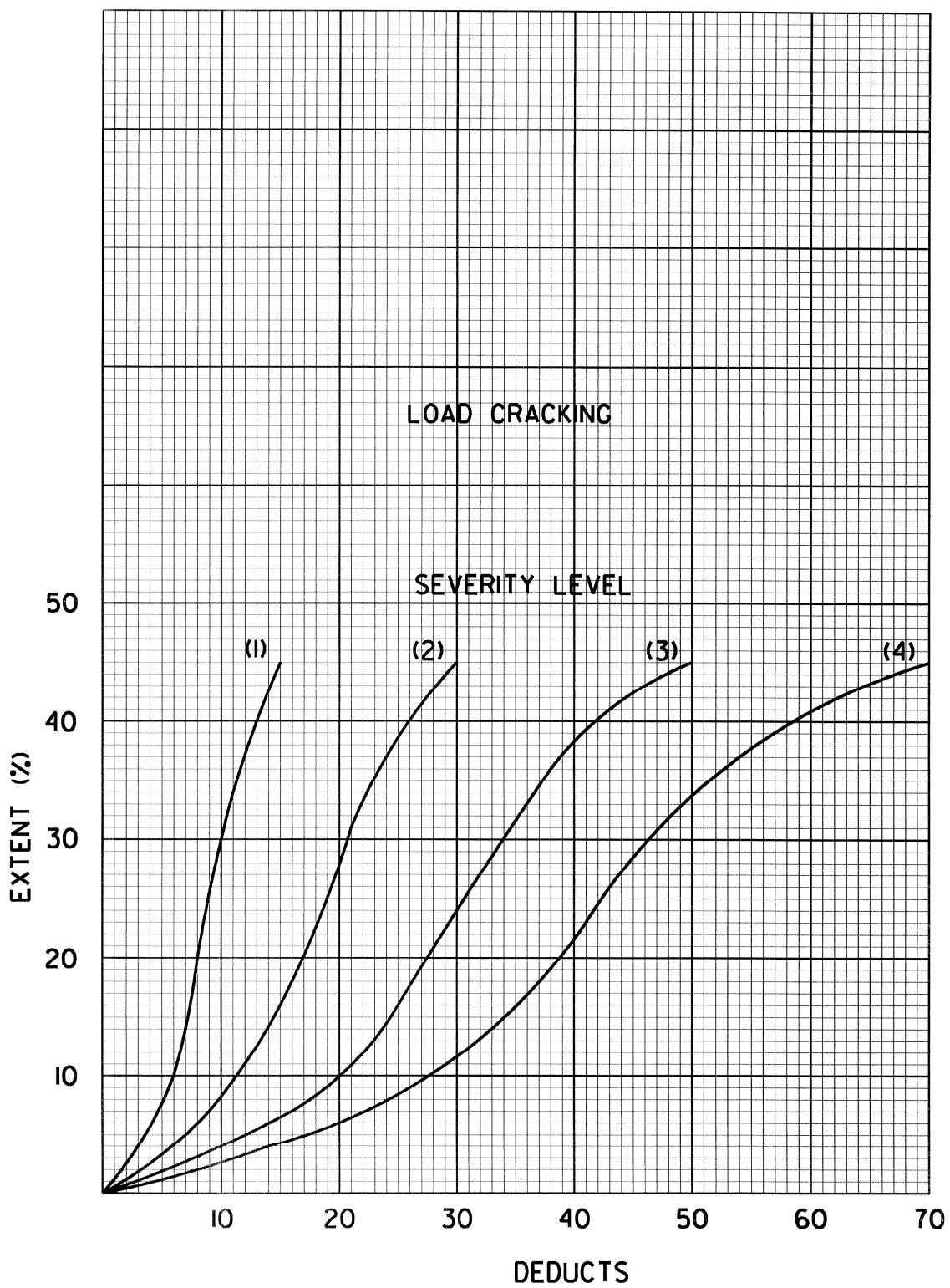
- The longitudinal cracks are in the wheelpaths and thus, are load cracking. Since they are single cracks, they are considered level 1 load cracking.
- The transverse cracks continue to outside wheelpaths and do not seem to be influenced by the wheelpaths, they are considered level 1 B/T cracking.

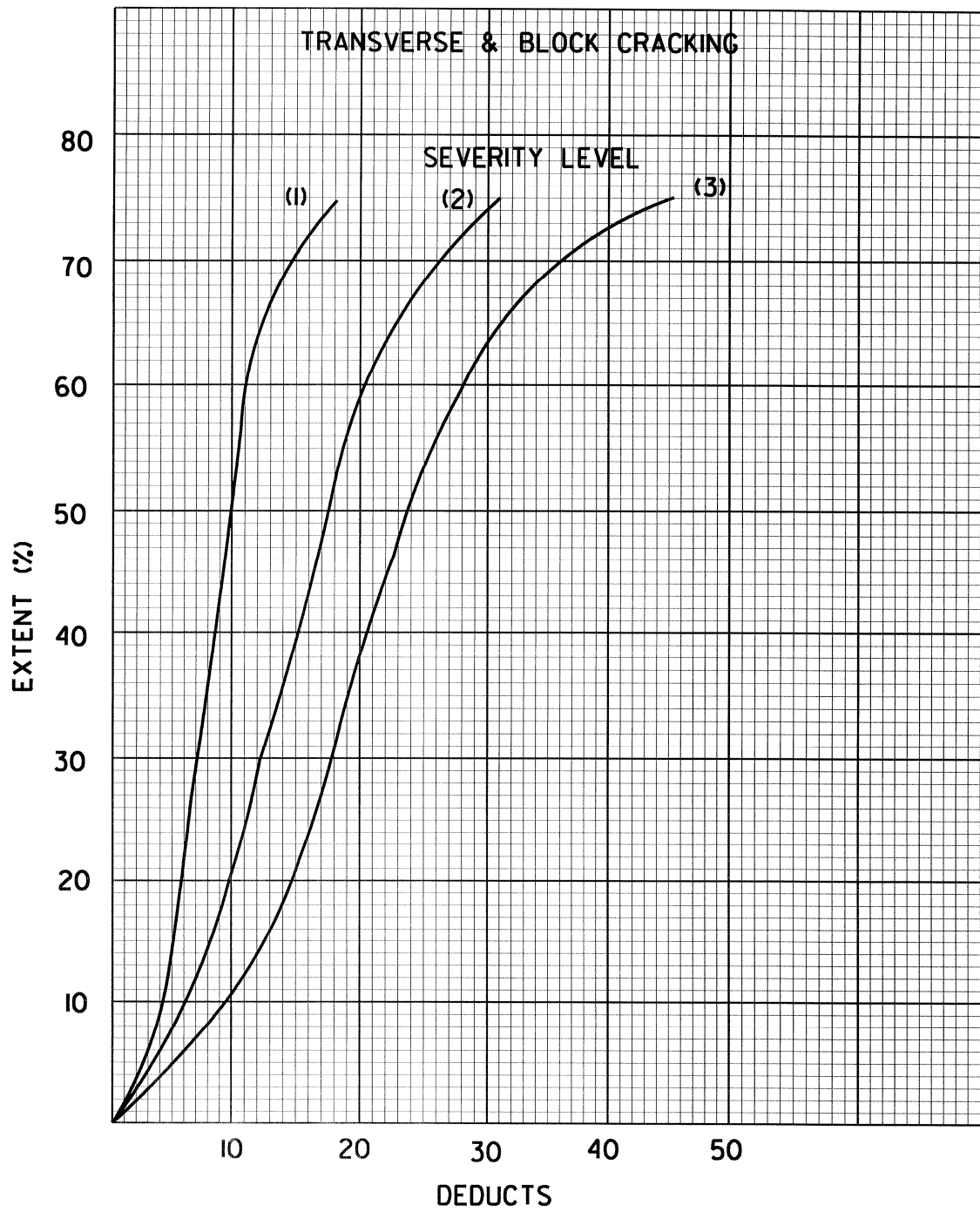
Lane 1:

- The longitudinal cracks are in the wheelpaths. Inside wheelpath has a single longitudinal crack, and outside wheelpath has a double longitudinal crack.
- Transverse cracks are approximately the same as that in lane 2.

Level 1 load cracking:	100 feet / 200 feet	= 50%
Level 2 load cracking:	100 feet / 200 feet	= 50%
Level 1 B/T cracking:	160 feet / 100 feet	= 100%

In this example, lane 1 would be the lane rated and recorded as it is the lane with the most cracks.





Flexible Pavement Condition Survey Deduct values

Rutting Extent (inches)							
	0	1/8	1/4	3/8	1/2	5/8	3/4
Deducts	0	2	5	12	16	20	24

Patches and Potholes Extent (# per mile)					
	1-2	3-6	7-10	11-15	>15
Deducts	2	5	10	17	25

Corrugations/Pushing Extent (%)				
		1-10	11-25	>25
Severity	1	1	2	4
	2	2	4	7
	3	3	6	10

Reflective Cracking (%)					
		5-15	16-30	31-45	>45
Severity	1	3	5	6	8
	2	6	8	11	14
	3	8	12	16	20

Edge Cracking Extent (%)					
		5-25	26-50	51-75	>75
Severity	1	1	2	3	4
	2	2	4	6	7
	3	3	6	8	10

Raveling Extent (%)							
		1-5	6-15	16-25	26-35	36-45	>45
Severity	1	2	5	6	8	10	13
	2	4	8	11	14	17	21
	3	6	12	16	20	25	30

Loss of Pavement (%)					
		0-25	25-50	50-75	75-100
Severity	1	0	1	2	3
	2	2	4	6	8
	3	6	5	10	12

Bleeding or Flushing Extent (%)				
		1-10	11-30	>30
Severity	1	2	5	8
	2	5	10	15

Appendix B

PROWAG Sidewalk Guidelines



CARTER
&
SLOOPE
ENGINEERING

1031 Stonebridge Parkway
Watkinsville, Georgia 30677



American
CONSULTING
2047 Gees Mill Road, Suite 211
Conyers, Georgia 30013

intervals at signalized intersections in non-visual formats (i.e., audible tones and vibrotactile surfaces) to pedestrians who are blind or have low vision.

R209.2 Alterations. Existing pedestrian signals shall comply with R209.1 when the signal controller and software are altered, or the signal head is replaced.

R210 Protruding Objects. Objects along or overhanging any portion of a pedestrian circulation path shall comply with R402 and shall not reduce the clear width required for pedestrian access routes.

Advisory R210 Protruding Objects. Protruding objects can be hazardous for pedestrians, especially pedestrians who are blind or have low vision. The requirements for protruding objects in R402 apply across the entire width of the pedestrian circulation path, not just the pedestrian access route. In addition, objects must not reduce the clear width required for pedestrian access routes. State and local governments must comply with the requirements for protruding objects and maintain the clear width of pedestrian access routes when installing or permitting the installation of street furniture on sidewalks, including street lights, utility poles and equipment cabinets, sign posts and signs, parking meters, trash receptacles, public telephones, mailboxes, newspaper vending machines, benches, transit shelters, kiosks, bicycle racks, planters and planted trees, and street sculptures. The American Association of State Highway and Transportation Officials (AASHTO) recommends that local governments use an encroachment permit process to regulate the use of sidewalks by private entities for activities such as outdoor dining, vending carts and stands, and street fairs in order to control protruding objects and maintain the clear width of pedestrian access routes. See AASHTO, Guide for the Planning, Design, and Operation of Pedestrian Facilities (2004), section 3.2.3.

R211 Signs

R211.1 General. Signs shall comply with R211. Where audible sign systems and other technologies are used to provide information equivalent to the information contained on pedestrian signs and transit signs, the signs are not required to comply with R211.2 and R211.3.

Advisory R211.1 General. Audible sign systems and other technologies that provide information equivalent to the information contained on signs are more usable by pedestrians who are blind or have low vision. Remote infrared audible signs that transmit information to portable devices that are carried by and audible only to the user are an example of audible sign systems and other technologies.

R211.2 Pedestrian Signs. Signs, other than transit signs, that provide directions, warnings, or other information for pedestrians only shall comply with R410.

Advisory R211.2 Pedestrian Signs. Pedestrian route signs along an historic trail, sidewalk closure and pedestrian detour signs, and tourist information signs are examples of signs that provide directions, warnings, or other information for pedestrians only. Signs provided for motorists and pedestrians such as highway and street name signs are not required to comply with R410.

R211.3 Transit Signs. Signs that identify the routes served by transit stops shall comply with R410.

Advisory R211.3 Transit Signs. Transit schedules, timetables, and maps are not required to comply with R410.

R211.4 Accessible Parking Space and Passenger Loading Zone Signs. Accessible parking spaces and accessible passenger loading zones shall be identified by signs displaying the International Symbol of Accessibility complying with R411. At accessible parallel parking spaces and accessible passenger loading zones, the signs shall be located at the head or foot of the parking space or passenger loading zone.

[Print](#)

Chapter R3: Technical Requirements

CHAPTER R3: TECHNICAL REQUIREMENTS

R301 General

R301.1 Scope. The technical requirements in Chapter 3 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

R302 Pedestrian Access Routes

R302.1 General. Pedestrian access routes shall comply with R302.

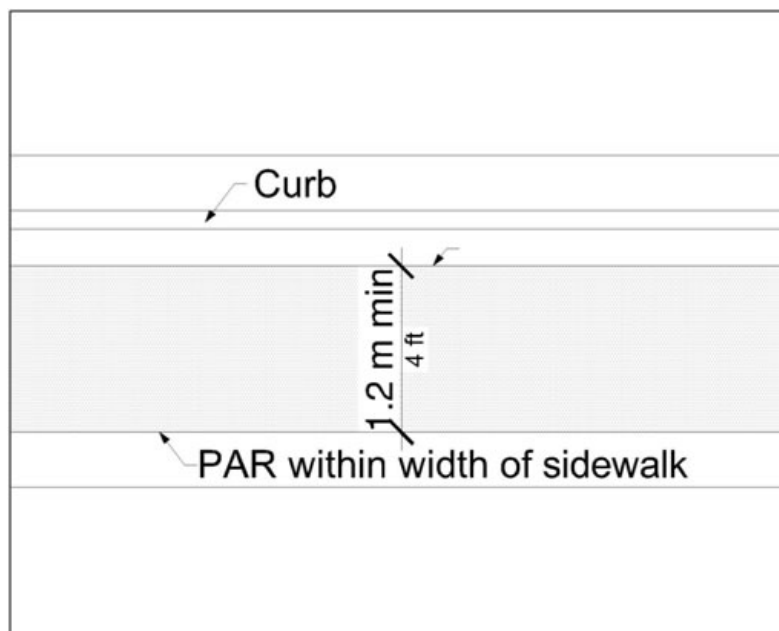
R302.2 Components. Pedestrian access routes shall consist of one or more of the following components:

1. Sidewalks and other pedestrian circulation paths, or a portion of sidewalks and other pedestrian circulation paths, complying with R302.3 through R302.7;
2. Pedestrian street crossings and at-grade rail crossings complying with R302.3 through R302.7, and R306;
3. Pedestrian overpasses and underpasses and similar structures complying with R302.3 through R302.7;
4. Curb ramps and blended transitions complying with R302.7 and R304;
5. Ramps complying with R407;
6. Elevators and limited use/limited application elevators complying with sections 407 or 408 of Appendix D to 36 CFR part 1191;
7. Platform lifts complying with section 410 of Appendix D to 36 CFR part 1191; and
8. Doors, doorways, and gates complying with section 404 of Appendix D to 36 CFR part 1191.

Advisory R302.2 Components. The technical requirement for elevators, limited use/limited application elevators, platform lifts, and doors, doorways, and gates are contained in the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities and the Architectural Barriers Act Accessibility Guidelines (36 CFR part 1191).

R302.3 Continuous Width. Except as provided in R302.3.1, the continuous clear width of pedestrian access routes shall be 1.2 m (4.0 ft) minimum, exclusive of the width of the curb.

Figure R302.3 Continuous Width

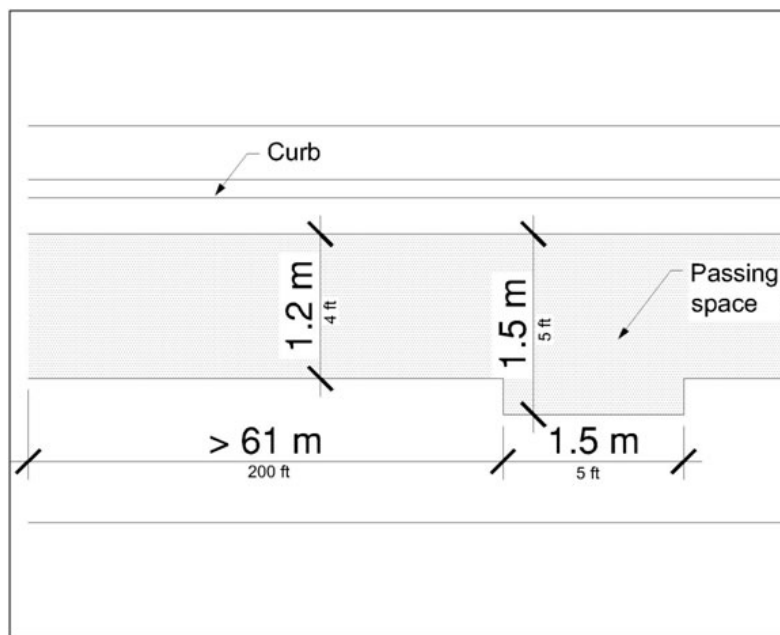


Advisory R302.3 Continuous Width. The continuous clear width requirements in R302.3 apply to sidewalks and other pedestrian circulation paths, pedestrian street crossings and at-grade rail crossings, and pedestrian overpasses and underpasses and similar structures (see R302.2). Clear width requirements are contained in R304.5.1 for curb ramps and blended transitions, and in R407.4 for ramps. Where sidewalks are wider than 1.2 m (4.0 ft), only a portion of the sidewalk is required to comply with the requirements in R302.3 through R302.7. Additional maneuvering space should be provided at turns or changes in direction, transit stops, recesses and alcoves, building entrances, and along curved or angled routes, particularly where the grade exceeds 5 percent. R210 prohibits street furniture and other objects from reducing the minimum clear width of pedestrian access routes.

R302.3.1 Medians and Pedestrian Refuge Islands. The clear width of pedestrian access routes within medians and pedestrian refuge islands shall be 1.5 m (5.0 ft) minimum.

R302.4 Passing Spaces. Where the clear width of pedestrian access routes is less than 1.5 m (5.0 ft), passing spaces shall be provided at intervals of 61 m (200.0 ft) maximum. Passing spaces shall be 1.5 m (5.0 ft) minimum by 1.5 m (5.0 ft) minimum. Passing spaces are permitted to overlap pedestrian access routes.

Figure R302.4 Passing Spaces



R302.5 Grade. Except as provided in R302.5.1, where pedestrian access routes are contained within a street or highway right-of-way, the grade of pedestrian access routes shall not exceed the general grade established for the adjacent street or highway. Where pedestrian access routes are not contained within a street or highway right-of-way, the grade of pedestrian access routes shall be 5 percent maximum.

Advisory R302.5 Grade. The grade requirements in R302.5 apply to sidewalks and other pedestrian circulation paths, pedestrian street crossings and at-grade rail crossings, and pedestrian overpasses and underpasses and similar structures (see R302.2). The grade of the pedestrian access route is measured parallel to the direction of pedestrian travel. Running slope requirements are contained in R304.2.2 for perpendicular curb ramps, in R304.3.2 for parallel curb ramps, in R304.4.1 for blended transitions, and in R407.2 for ramps.

R302.5.1 Pedestrian Street Crossings. Where pedestrian access routes are contained within pedestrian street crossings, the grade of the pedestrian access route shall be 5 percent maximum.

R302.6 Cross Slope. Except as provided in R302.6.1 and R302.6.2, the cross slope of pedestrian access routes shall be 2 percent maximum.

Advisory R302.6 Cross Slope. The cross slope requirements in R302.6 apply to sidewalks and other pedestrian

circulation paths, pedestrian street crossings and at-grade rail crossings, and pedestrian overpasses and underpasses and similar structures (see R302.2). The cross slope of the pedestrian access route is measured perpendicular to the direction of pedestrian travel. Cross slope requirements are contained in R304.5.3 for curb ramps and blended transitions, and in R407.3 for ramps.

R302.6.1 Pedestrian Street Crossings Without Yield or Stop Control. Where pedestrian access routes are contained within pedestrian street crossings without yield or stop control, the cross slope of the pedestrian access route shall be 5 percent maximum.

Advisory R302.6.1 Pedestrian Street Crossings Without Yield or Stop Control. Pedestrian street crossings without yield or stop control are crossings where there is no yield or stop sign, or where there is a traffic signal that is designed for the green phase. At pedestrian street crossings without yield or stop control, vehicles can proceed through the intersection without slowing or stopping. Where pedestrian access routes are contained within pedestrian street crossings with yield or stop control, the cross slope of the pedestrian access route must be 2 percent maximum (see R302.6). At pedestrian street crossings with yield or stop control, vehicles slow or stop before proceeding through the intersection.

R302.6.2 Midblock Pedestrian Street Crossings. Where pedestrian access routes are contained within midblock pedestrian street crossings, the cross slope of the pedestrian access route shall be permitted to equal the street or highway grade.

R302.7 Surfaces. The surfaces of pedestrian access routes and elements and spaces required to comply with R302.7 that connect to pedestrian access routes shall be firm, stable, and slip resistant and shall comply with R302.7.

Advisory R302.7 Surfaces. The surface requirements in R302.7 apply to sidewalks and other pedestrian circulation paths, pedestrian street crossings and at-grade rail crossings, pedestrian overpasses and underpasses and similar structures, and curb ramps and blended transitions (see R302.2). The surface requirements in R302.7 also apply to surfaces at the following accessible elements and spaces that connect to pedestrian access routes:

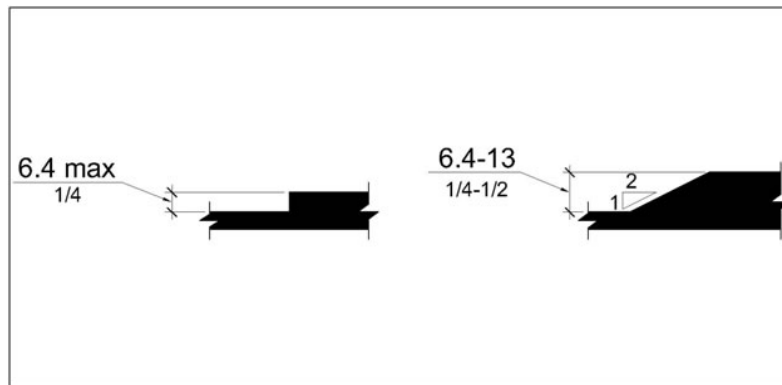
- Clear spaces (see R404.2), including clear spaces at operable parts (see R403.2) such as accessible pedestrian signals and pedestrian pushbuttons (see R209), clear spaces at street furniture such as benches (see R212.6), and clear spaces within transit shelters (see R308.2);
- Boarding and alighting areas and boarding platforms at transit stops (see R308.1.3.1);
- Access aisles at accessible parking spaces (see R309.2.1 and R309.3) and accessible passenger loading zones (see R310.3.4); and
- Ramp runs and landings (see R407.7).

R302.7.1 Vertical Alignment. Vertical alignment shall be generally planar within pedestrian access routes (including curb ramp runs, blended transitions, turning spaces, and gutter areas within pedestrian access routes) and surfaces at other elements and spaces required to comply with R302.7 that connect to pedestrian access routes. Grade breaks shall be flush. Where pedestrian access routes cross rails at grade, the pedestrian access route surface shall be level and flush with the top of rail at the outer edges of the rails, and the surface between the rails shall be aligned with the top of rail.

Advisory R302.7.1 Vertical Alignment. Pedestrian access route surfaces must be generally planar and smooth. Surfaces should be chosen for easy rollability. Surfaces that are heavily textured, rough, or chamfered and paving systems consisting of individual units that cannot be laid in plane will greatly increase rolling resistance and subject pedestrians who use wheelchairs, scooters, and rolling walkers to the stressful and often painful effects of vibration. Such materials should be reserved for borders and decorative accents located outside of or only occasionally crossing the pedestrian access route. Surfaces should be designed, constructed, and maintained according to appropriate industry standards, specifications, and recommendations for best practice.

R302.7.2 Vertical Surface Discontinuities. Vertical surface discontinuities shall be 13 mm (0.5 in) maximum. Vertical surface discontinuities between 6.4 mm (0.25 in) and 13 mm (0.5 in) shall be beveled with a slope not steeper than 50 percent. The bevel shall be applied across the entire vertical surface discontinuity.

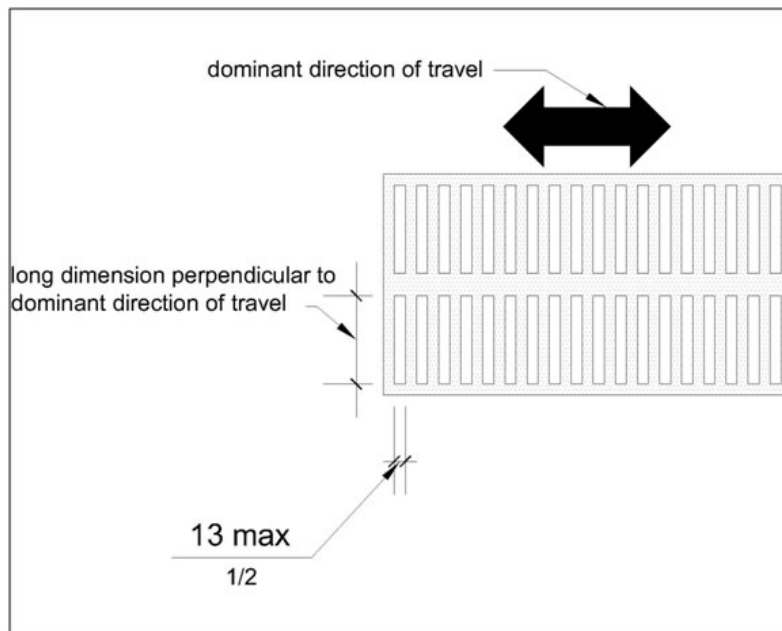
Figure R302.7.2 Vertical Surface Discontinuities



Advisory R302.7.2 Vertical Surface Discontinuities. The allowance for vertical surface discontinuities is for occasional expansion joints and objects such as utility covers, vault frames, and gratings that cannot be located in another portion of the sidewalk outside the pedestrian access route. However, objects such as utility covers, vault frames, and gratings should not be located on curb ramp runs, blended transitions, turning spaces, or gutter areas within the pedestrian access route. This may not always be possible in alterations, but should be avoided wherever possible. Vertical surface discontinuities between unit pavers should be minimized.

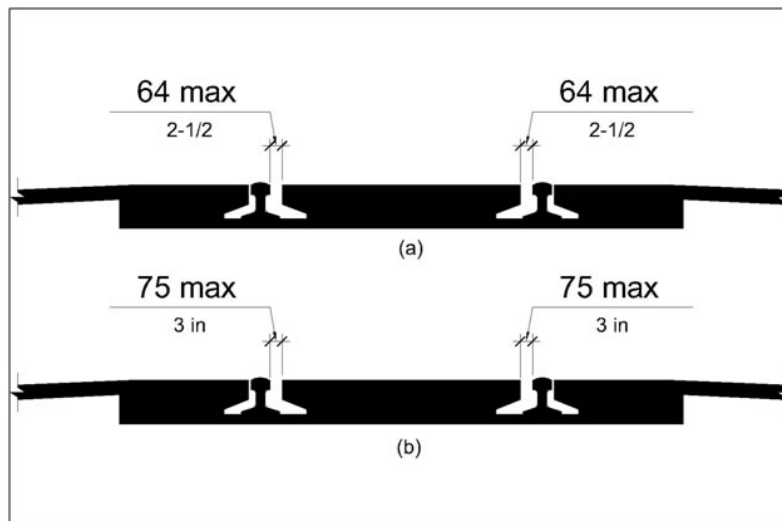
R302.7.3 Horizontal Openings. Horizontal openings in gratings and joints shall not permit passage of a sphere more than 13 mm (0.5 in) in diameter. Elongated openings in gratings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

Figure R302.7.3 Horizontal Openings



R302.7.4 Flangeway Gaps. Flangeway gaps at pedestrian at-grade rail crossings shall be 64 mm (2.5 in) maximum on non-freight rail track and 75 mm (3 in) maximum on freight rail track.

Figure R302.7.4 Flangeway Gaps



Advisory R302.7.4 Flangeway Gaps. Flangeway gaps are necessary to allow the passage of train wheel flanges. Flangeway gaps pose a potential hazard to pedestrians who use wheelchairs because the gaps can entrap the wheelchair casters.

R303 Alternate Pedestrian Access Routes (See R205)

R304 Curb Ramps and Blended Transitions

R304.1 General. Curb ramps and blended transitions shall comply with R304.

Advisory R304.1 General. There are two types of curb ramps:

- Perpendicular curb ramps have a running slope that cuts through or is built up to the curb at right angles or meets the gutter break at right angles where the curb is curved. On large corner radiuses, it will be necessary to indent the gutter break on one side of the curb ramp in order for the curb ramp to meet the gutter break at right angles.
- Parallel curb ramps have a running slope that is in-line with the direction of sidewalk travel and lower the sidewalk to a level turning space where a turn is made to enter the pedestrian street crossing.

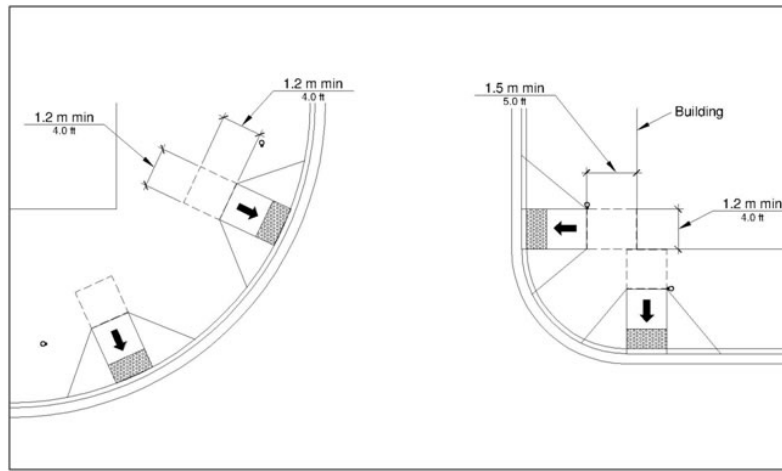
Perpendicular curb ramps can be provided where the sidewalk is at least 3.7 m (12.0 ft) wide. Parallel curb ramps can be provided where the sidewalk is at least 1.2 m (4.0 ft) wide. Parallel and perpendicular curb ramps can be combined. A parallel curb ramp is used to lower the sidewalk to a mid-landing and a short perpendicular curb ramp connects the landing to the street. Combination curb ramps can be provided where the sidewalk is at least 1.8 m (6.0 ft) wide.

Blended transitions are raised pedestrian street crossings, depressed corners, or similar connections between pedestrian access routes at the level of the sidewalk and the level of the pedestrian street crossing that have a grade of 5 percent or less. Blended transitions are suitable for a range of sidewalk conditions.

R304.2 Perpendicular Curb Ramps. Perpendicular curb ramps shall comply with R304.2 and R304.5.

R304.2.1 Turning Space. A turning space 1.2 m (4.0 ft) minimum by 1.2 m (4.0 ft) minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other turning spaces and clear spaces. Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 1.2 m (4.0 ft) minimum by 1.5 m (5.0 ft) minimum. The 1.5 m (5.0 ft) dimension shall be provided in the direction of the ramp run.

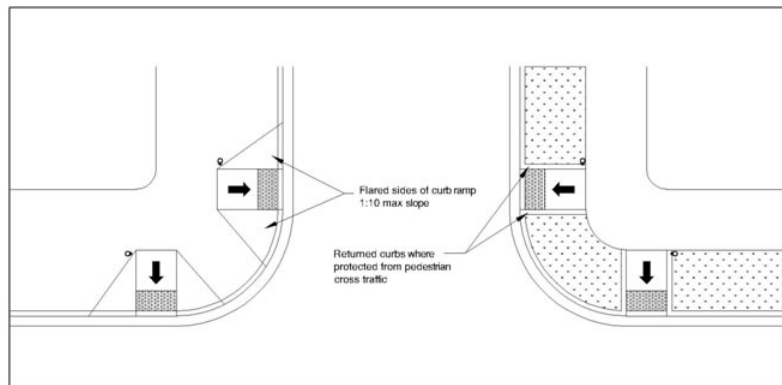
Figure R304.2.1 Turning Space



R304.2.2 Running Slope. The running slope of the curb ramp shall cut through or shall be built up to the curb at right angles or shall meet the gutter grade break at right angles where the curb is curved. The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft). The running slope of the turning space shall be 2 percent maximum.

R304.2.3 Flared Sides. Where a pedestrian circulation path crosses the curb ramp, flared sides shall be sloped 10 percent maximum, measured parallel to the curb line.

Figure 304.2.3 Flared Sides

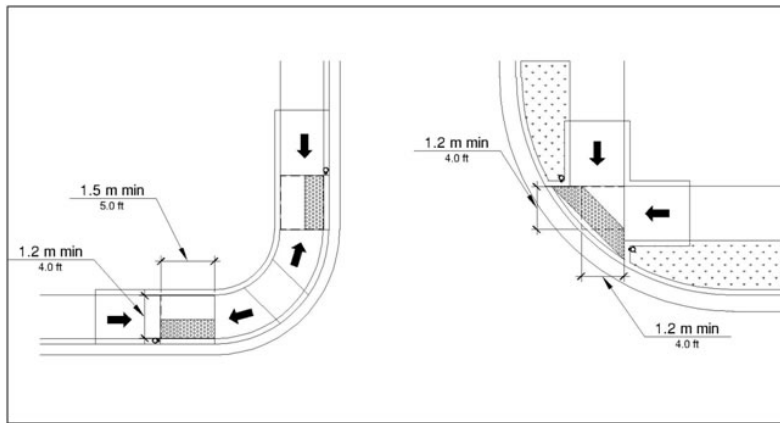


Advisory R304.2.3 Flared Sides. The flared sides are part of the pedestrian circulation path, but are not part of the pedestrian access route. Curb ramps whose sides have returned curbs provide useful directional cues where they are aligned with the pedestrian street crossing and are protected from cross travel by landscaping, street furniture, chains, fencing, or railings.

R304.3 Parallel Curb Ramps. Parallel curb ramps shall comply with R304.3 and R304.5.

R304.3.1 Turning Space. A turning space 1.2 m (4.0 ft) minimum by 1.2 m (4.0 ft) minimum shall be provided at the bottom of the curb ramp and shall be permitted to overlap other turning spaces and clear spaces. If the turning space is constrained on 2 or more sides, the turning space shall be 1.2 m (4.0 ft) minimum by 1.5 m (5.0 ft). The 1.5 m (5.0 ft) dimension shall be provided in the direction of the pedestrian street crossing.

Figure R304.3.1 Turning Space

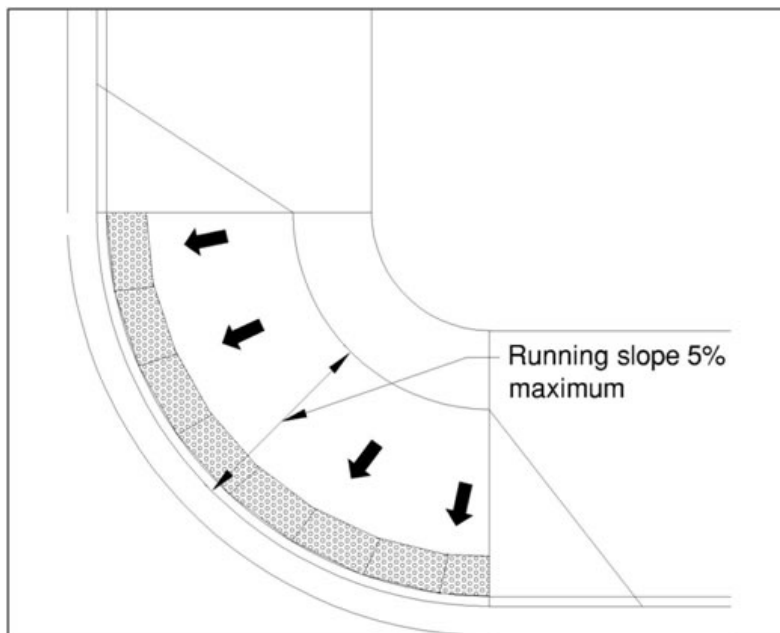


R304.3.2 Running Slope. The running slope of the curb ramp shall be in-line with the direction of sidewalk travel. The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft) minimum. The running slope of the turning space shall be 2 percent maximum.

R304.4 Blended Transitions. Blended transitions shall comply with R304.4 and R304.5.

R304.4.1 Running Slope. The running slope of blended transitions shall be 5 percent maximum.

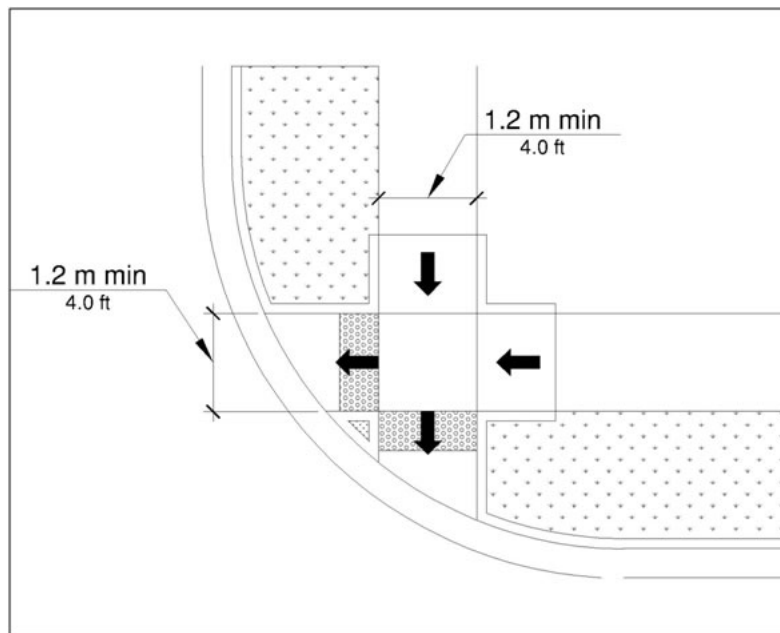
Figure R304.4.1 Running Slope



R304.5 Common Requirements. Curb ramps and blended transitions shall comply with R304.5.

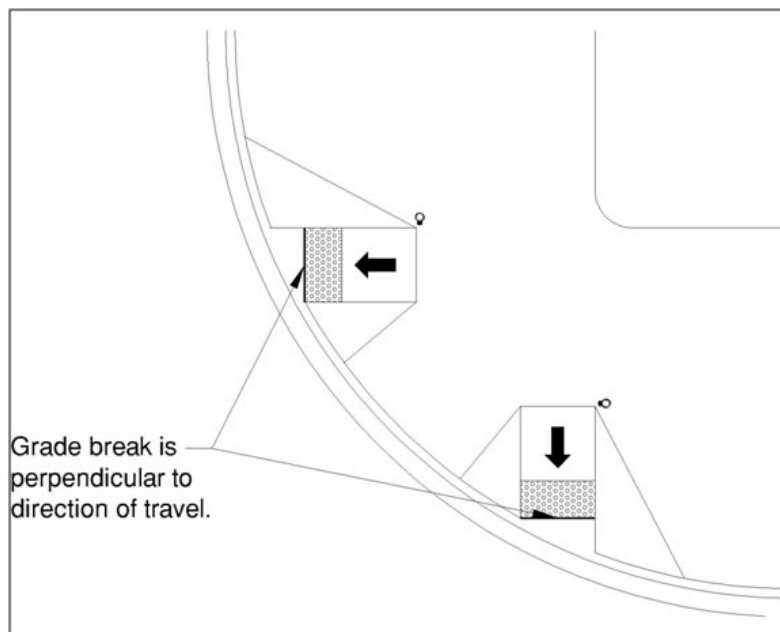
R304.5.1 Width. The clear width of curb ramp runs (excluding any flared sides), blended transitions, and turning spaces shall be 1.2 m (4.0 ft) minimum.

Figure R304.5.1 Width



R304.5.2 Grade Breaks. Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush.

Figure R304.5.2 Grade Breaks



R304.5.3 Cross Slope. The cross slope of curb ramps, blended transitions, and turning spaces shall be 2 percent maximum. At pedestrian street crossings without yield or stop control and at midblock pedestrian street crossings, the cross slope shall be permitted to equal the street or highway grade.

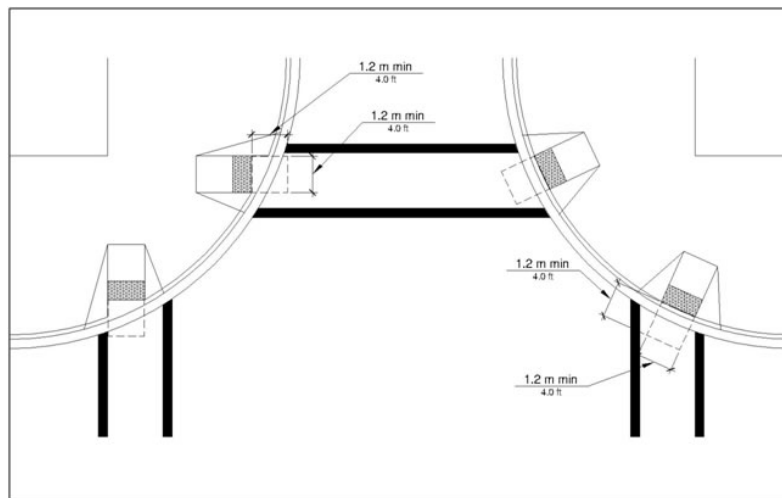
Advisory R304.5.3 Cross Slope. Pedestrian street crossings without yield or stop control are crossings where there is no yield or stop sign, or where there is a traffic signal that is designed for the green phase. At pedestrian street crossings without yield or stop control, vehicles can proceed through the intersection without slowing or stopping.

R304.5.4 Counter Slope. The counter slope of the gutter or street at the foot of curb ramp runs, blended transitions, and turning spaces shall be 5 percent maximum.

R304.5.5 Clear Space. Beyond the bottom grade break, a clear space 1.2 m (4.0 ft) minimum by 1.2 m (4.0 ft)

minimum shall be provided within the width of the pedestrian street crossing and wholly outside the parallel vehicle travel lane.

Figure R304.5.5 Clear Space



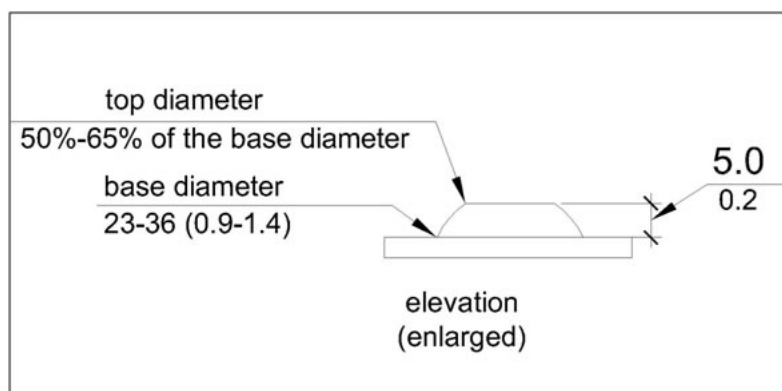
R305 Detectable Warning Surfaces

R305.1 General. Detectable warning surfaces shall consist of truncated domes aligned in a square or radial grid pattern and shall comply with R305.

Advisory R305.1 Dome Size. Where the truncated domes are arrayed radially, they may differ in diameter and center-to-center spacing within the ranges specified in R305.1.1 and R305.1.2.

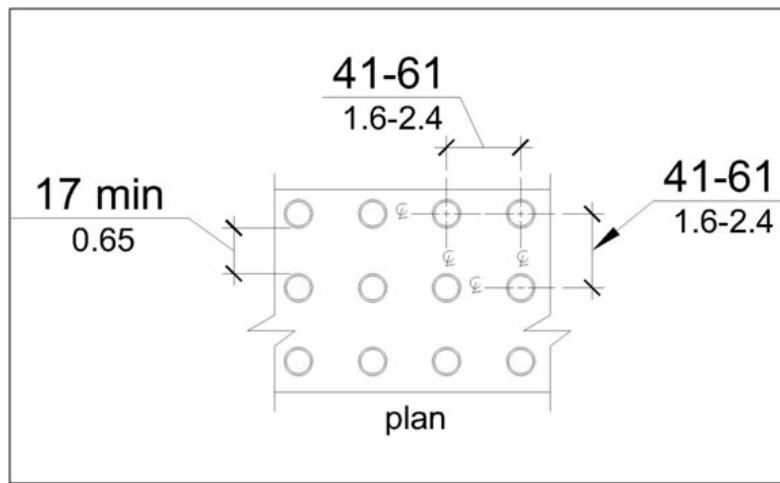
R305.1.1 Dome Size. The truncated domes shall have a base diameter of 23 mm (0.9 in) minimum and 36 mm (1.4 in) maximum, a top diameter of 50 percent of the base diameter minimum and 65 percent of the base diameter maximum, and a height of 5 mm (0.2 in).

Figure R305.1.1 Dome Size



R305.1.2 Dome Spacing. The truncated domes shall have a center-to-center spacing of 41 mm (1.6 in) minimum and 61 mm (2.4 in) maximum, and a base-to-base spacing of 17 mm (0.65 in) minimum, measured between the most adjacent domes.

Figure R305.1.2 Dome Spacing

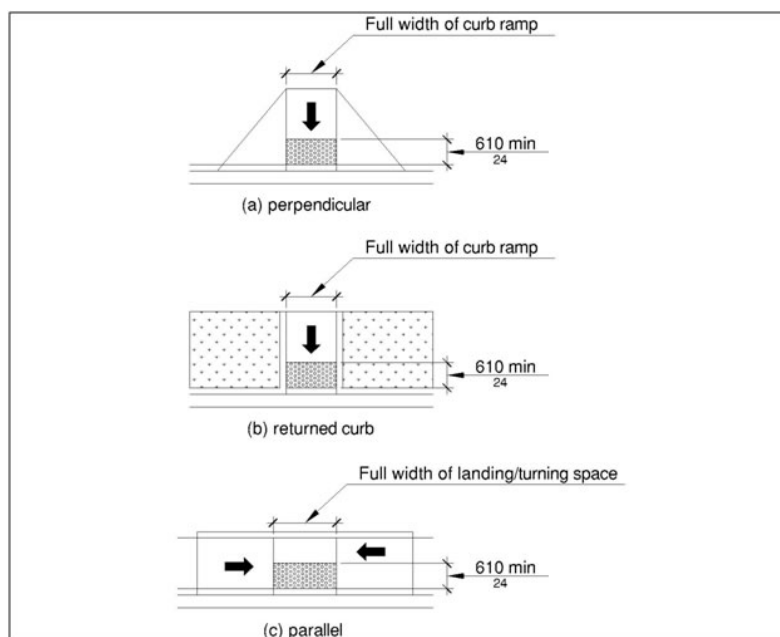


R305.1.3 Contrast. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or pedestrian access route surface, either light-on-dark or dark-on-light.

Advisory R305.1.3 Contrast. Visual contrast may be provided on the full surface of the curb ramp but should not extend to flared sides. Visual contrast also helps pedestrians who use wheelchairs to locate the curb ramp from the other side of the street.

R305.1.4 Size. Detectable warning surfaces shall extend 610 mm (2.0 ft) minimum in the direction of pedestrian travel. At curb ramps and blended transitions, detectable warning surfaces shall extend the full width of the ramp run (excluding any flared sides), blended transition, or turning space. At pedestrian at-grade rail crossings not located within a street or highway, detectable warnings shall extend the full width of the crossing. At boarding platforms for buses and rail vehicles, detectable warning surfaces shall extend the full length of the public use areas of the platform. At boarding and alighting areas at sidewalk or street level transit stops for rail vehicles, detectable warning surfaces shall extend the full length of the transit stop.

Figure R305.1.4 Size



R305.2 Placement. The placement of detectable warning surfaces shall comply with R305.2.

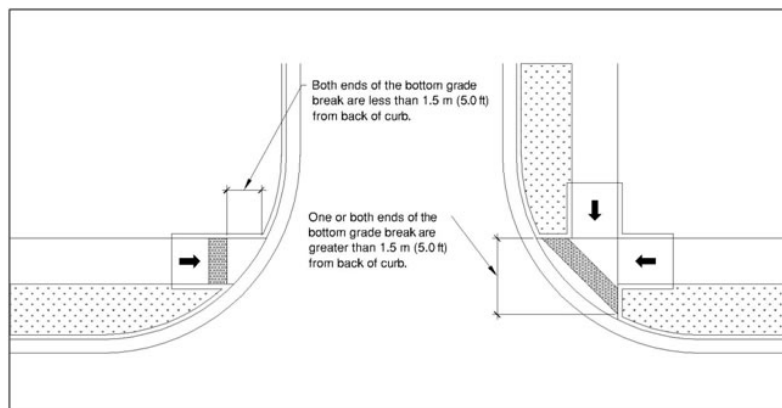
Advisory R305.2 Placement. Some detectable warning products require a concrete border for proper installation. The concrete border should not exceed 51 mm (2 in). Where the back of curb edge is tooled to provide a radius, the border

dimension should be measured from the end of the radius.

R305.2.1 Perpendicular Curb Ramps. On perpendicular curb ramps, detectable warning surfaces shall be placed as follows:

1. Where the ends of the bottom grade break are in front of the back of curb, detectable warning surfaces shall be placed at the back of curb.
2. Where the ends of the bottom grade break are behind the back of curb and the distance from either end of the bottom grade brake to the back of curb is 1.5 m (5.0 ft) or less, detectable warning surfaces shall be placed on the ramp run within one dome spacing of the bottom grade break.
3. Where the ends of the bottom grade break are behind the back of curb and the distance from either end of the bottom grade brake to the back of curb is more than 1.5 m (5.0 ft), detectable warning surfaces shall be placed on the lower landing at the back of curb.

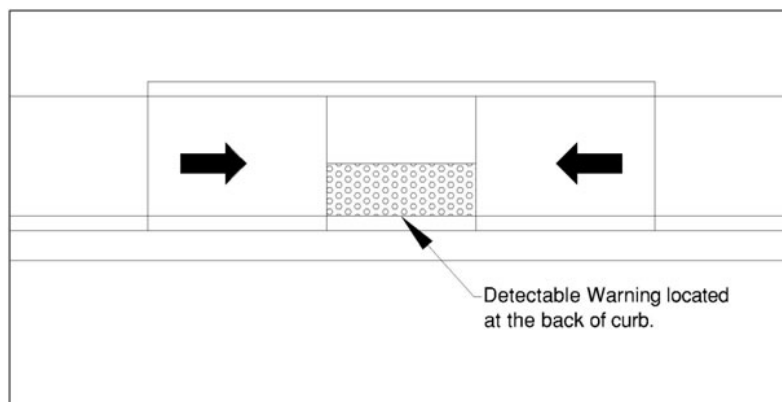
Figure R305.2.1 Perpendicular Curb Ramps



Advisory R305.2.1 Perpendicular Curb Ramps. Detectable warning surfaces are intended to provide a tactile equivalent underfoot of the visible curb line. If detectable warning surfaces are placed too far from the curb line because of a large curb radius, the location may compromise effective crossing. Detectable warning surfaces should not be placed on paving or expansion joints. The rows of truncated domes in detectable warning surfaces should be aligned perpendicular to the grade break between the ramp run and the street so pedestrians who use wheelchairs can “track” between the domes. Where detectable warning surfaces are provided on a surface with a slope that is less than 5 percent, dome orientation is less critical.

R305.2.2 Parallel Curb Ramps. On parallel curb ramps, detectable warning surfaces shall be placed on the turning space at the flush transition between the street and sidewalk.

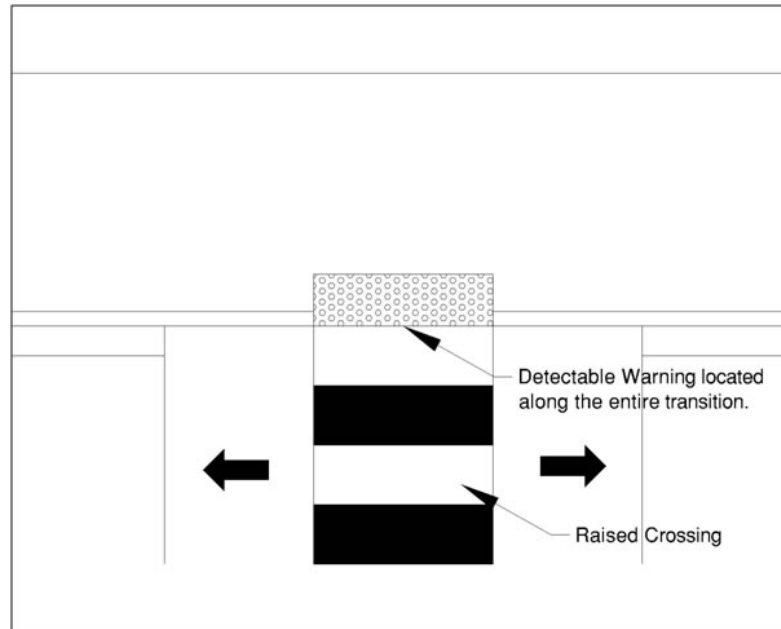
Figure R305.2.2 Parallel Curb Ramps



R305.2.3 Blended Transitions. On blended transitions, detectable warning surfaces shall be placed at the back of curb. Where raised pedestrian street crossings, depressed corners, or other level pedestrian street crossings are

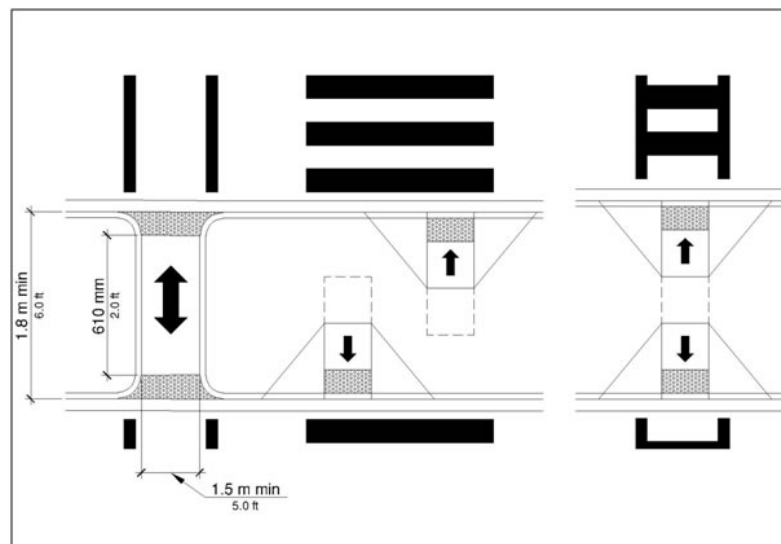
provided, detectable warning surfaces shall be placed at the flush transition between the street and the sidewalk.

Figure R305.2.3 Blended Transitions



R305.2.4 Pedestrian Refuge Islands. At cut-through pedestrian refuge islands, detectable warning surfaces shall be placed at the edges of the pedestrian island and shall be separated by a 610 mm (2.0 ft) minimum length of surface without detectable warnings.

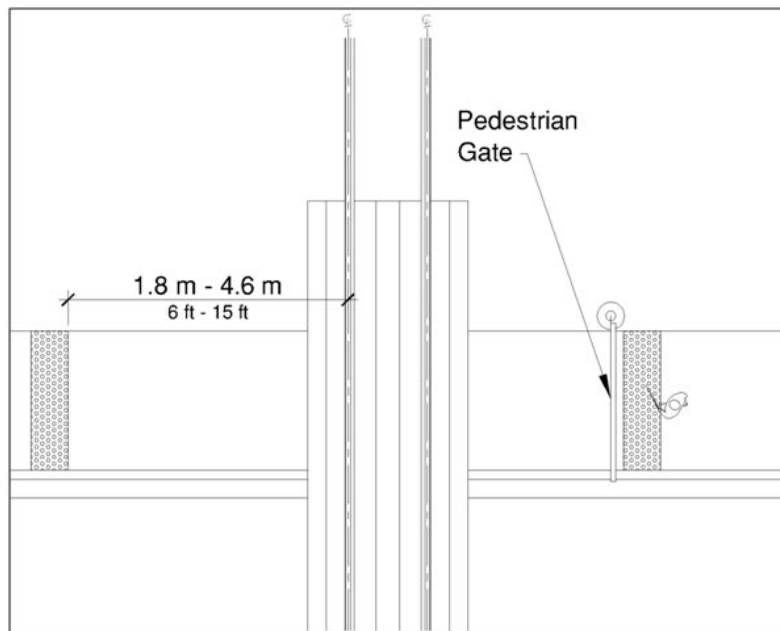
Figure R 305.2.4 Pedestrian Refuge Island



Advisory R305.2.4 Pedestrian Refuge Islands. The edges of cut-through pedestrian refuge islands can provide useful cues to the direction of the crossing.

R305.2.5 Pedestrian At-Grade Rail Crossings. At pedestrian at-grade rail crossings not located within a street or highway, detectable warning surfaces shall be placed on each side of the rail crossing. The edge of the detectable warning surface nearest the rail crossing shall be 1.8 m (6.0 ft) minimum and 4.6 m (15.0 ft) maximum from the centerline of the nearest rail. Where pedestrian gates are provided, detectable warning surfaces shall be placed on the side of the gates opposite the rail.

Figure R305.2.5 Pedestrian At-Grade Rail Crossings



R305.2.6 Boarding Platforms. At boarding platforms for buses and rail vehicles, detectable warning surfaces shall be placed at the boarding edge of the platform.

R305.2.7 Boarding and Alighting Areas. At boarding and alighting areas at sidewalk or street level transit stops for rail vehicles, detectable warning surfaces shall be placed at the side of the boarding and alighting area facing the rail vehicles.

R306 Pedestrian Street Crossings

R306.1 General. Pedestrian street crossings shall comply with R306.

R306.2 Pedestrian Signal Phase Timing. All pedestrian signal phase timing shall comply with section 4E.06 of the MUTCD (incorporated by reference, see R104.2 and shall be based on a pedestrian clearance time that is calculated using a pedestrian walking speed of 1.1 m/s (3.5 ft/s) or less.

R306.3 Roundabouts. Where pedestrian facilities are provided at roundabouts, they shall comply with R306.3.

Advisory R306.3 Roundabouts. Pedestrian street crossings at roundabouts can be difficult for pedestrians who are blind or have low vision to identify because the crossings are located off to the side of the pedestrian circulation path around the street or highway. The continuous traffic flow at roundabouts removes many of the audible cues that pedestrians who are blind use to navigate pedestrian street crossings. Water fountains and other features that produce background noise should not be placed in the middle island of a roundabout because pedestrians who are blind use auditory cues to help detect gaps in traffic. Multi-lane pedestrian street crossings at roundabouts involve an increased risk of pedestrian exposure to accident.

R306.3.1 Separation. Where sidewalks are flush against the curb and pedestrian street crossing is not intended, a continuous and detectable edge treatment shall be provided along the street side of the sidewalk. Detectable warning surfaces shall not be used for edge treatment. Where chains, fencing, or railings are used for edge treatment, they shall have a bottom edge 380 mm (15 in) maximum above the sidewalk.

Advisory R306.3.1 Separation. Carefully delineated pedestrian street crossing approaches with plantings or other defined edges provide effective non-visual cues for identifying pedestrian street crossings at roundabouts. European and Australian roundabouts provide a 610 mm (24 inch) width of tactile surface treatment from the centerline of the curb ramp or blended transition across the full width of the sidewalk to provide an underfoot cue for identifying

pedestrian street crossings. Detectable warning surfaces should not be used to guide pedestrians who are blind or have low vision to pedestrian street crossings because detectable warning surfaces indicate the flush transition between the sidewalk and the street or highway. Schemes that remove cyclists from the street or highway by means of a ramp that angles from the curb lane to the sidewalk and then provide re-entry by means of a similar ramp beyond pedestrian street crossings can provide false cues to pedestrians who are using the edge of the sidewalk for wayfinding about the location of pedestrian street crossings.

R306.3.2 Pedestrian Activated Signals. At roundabouts with multi-lane pedestrian street crossings, a pedestrian activated signal complying with R209 shall be provided for each multi-lane segment of each pedestrian street crossing, including the splitter island. Signals shall clearly identify which pedestrian street crossing segment the signal serves.

Advisory R306.3.2 Pedestrian Activated Signals. Roundabouts with single-lane approach and exit legs are not required to provide pedestrian activated signals. Pedestrian activated signals must comply with the requirements for accessible pedestrian signals and pedestrian pushbuttons (see R209). Pedestrian activated signals installed at splitter islands should be carefully located and separated so that signal spillover does not give conflicting information about which pedestrian street crossing has the WALK indication displayed. Pedestrian Hybrid Beacons can be used at roundabouts (see MUTCD sections 4F.01 through 4F.03). Pedestrian Hybrid Beacons are traffic signals that consist of a yellow signal centered below two horizontally aligned red signals. The signals are normally not illuminated. The signals are initiated only upon pedestrian activation and can be timed to minimize the interruption of traffic. The signals cease operation after the pedestrian clears the crosswalk. When activated by a pedestrian, the following signals are displayed to drivers: a flashing yellow signal, then a steady yellow signal, then two steady red signals during the pedestrian walk interval, and then alternating flashing red signals during the pedestrian clearance interval. The following signals are displayed to pedestrians: a steady upraised hand (symbolizing DON'T WALK) when the flashing or steady yellow signal is operating, then a walking person (symbolizing WALK) when the steady red signals are operating, and then a flashing upraised hand (symbolizing DON'T WALK) when the alternating flashing red signals are operating.

R306.4 Channelized Turn Lanes at Roundabouts. At roundabouts with pedestrian street crossings, pedestrian activated signals complying with R209 shall be provided at pedestrian street crossings at multi-lane channelized turn lanes.

R306.5 Channelized Turn Lanes at Other Signalized Intersections. At signalized intersections other than roundabouts with pedestrian street crossings, pedestrian activated signals complying with R209 shall be provided at pedestrian street crossings at multi-lane channelized turn lanes.

R307 Accessible Pedestrian Signals and Pedestrian Pushbuttons (See R209)

R308 Transit Stops and Transit Shelters

R308.1 Transit Stops. Transit stops shall comply with R308.1.

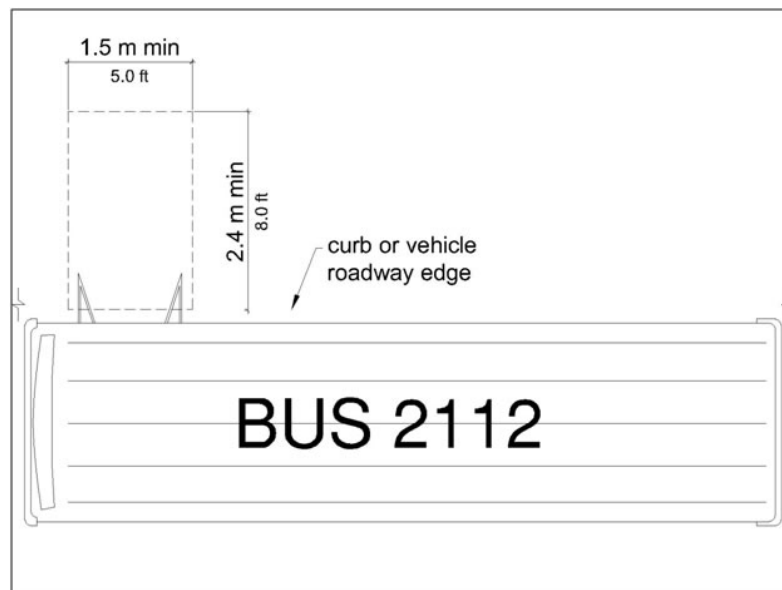
Advisory R308.1 Transit Stops. Transit stops should be located so that there is a level and stable surface for boarding vehicles. Locating transit stops at signalized intersections increases the usability for pedestrian with disabilities. Where security bollards are installed at transit stops, they must not obstruct the clear space at boarding and alighting areas or reduce the required clear width at pedestrian access routes (see R210).

R308.1.1 Boarding and Alighting Areas. Boarding and alighting areas at sidewalk or street level transit stops shall comply with R308.1.1 and R308.1.3. Where transit stops serve vehicles with more than one car, boarding and alighting areas serving each car shall comply with R308.1.1 and R308.1.3.

Advisory R308.1.1 Boarding and Alighting Areas. Where a transit shelter is provided, the boarding and alighting area can be located either within or outside of the shelter.

R308.1.1.1 Dimensions. Boarding and alighting areas shall provide a clear length of 2.4 m (8.0 ft) minimum, measured perpendicular to the curb or street or highway edge, and a clear width of 1.5 m (5.0 ft) minimum, measured parallel to the street or highway.

Figure R308.1.1.1 Dimensions



R308.1.1.2 Grade. Parallel to the street or highway, the grade of boarding and alighting areas shall be the same as the street or highway, to the extent practicable. Perpendicular to the street or highway, the grade of boarding and alighting areas shall not be steeper than 2 percent.

R308.1.2 Boarding Platforms. Boarding platforms at transit stops shall comply with R308.1.2 and R308.1.3.

R308.1.2.1 Platform and Vehicle Floor Coordination. Boarding platforms shall be positioned to coordinate with vehicles in accordance with the applicable requirements in 49 CFR parts 37 and 38.

Advisory R308.1.2.1 Platform and Vehicle Floor Coordination. The Department of Transportation regulations (49 CFR parts 37 and 38) require the height of the vehicle floor and the station platform to be coordinated so as to minimize the vertical and horizontal gaps.

R308.1.2.2 Slope. Boarding platforms shall not exceed a slope of 2 percent in any direction. Where boarding platforms serve vehicles operating on existing track or existing street or highway, the slope of the platform parallel to the track or the street or highway is permitted to be equal to the grade of the track or street or highway.

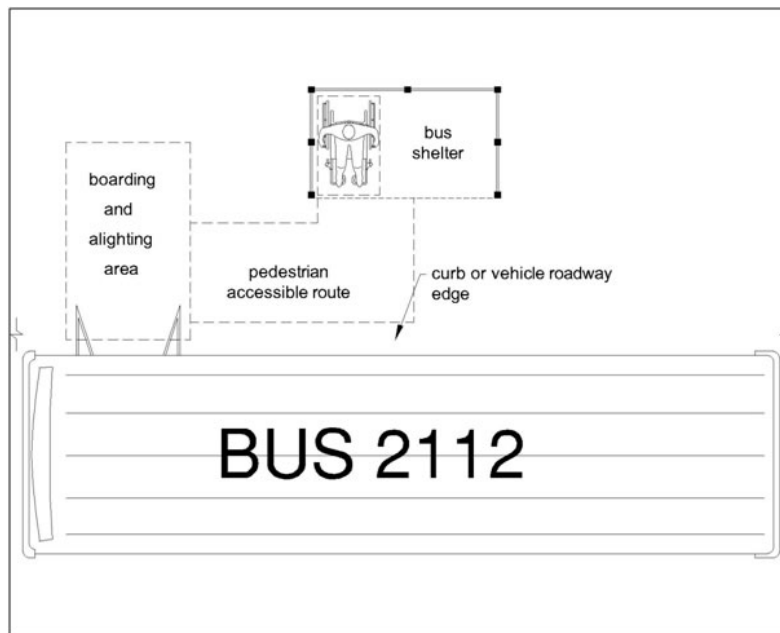
R308.1.3 Common Requirements. Boarding and alighting areas and boarding platforms shall comply with R308.1.3.

R308.1.3.1 Surfaces. The surfaces of boarding and alighting areas and boarding platforms shall comply with R302.7.

Advisory R308.1.3.1 Surfaces. Detectable warning surfaces are required at boarding and alighting areas for rail vehicles and at boarding platforms for buses and rail vehicles (see R208).

R308.1.3.2 Connection. Boarding and alighting areas and boarding platforms shall be connected to streets, sidewalks, or pedestrian circulation paths by pedestrian access routes complying with R302.

Figure R308.1.3.2 Connection



R308.2 Transit Shelters. Transit shelters shall be connected by pedestrian access routes complying with R302 to boarding and alighting areas or boarding platforms complying with R308.1. Transit shelters shall provide a minimum clear space complying with R404 entirely within the shelter. Where seating is provided within transit shelters, the clear space shall be located either at one end of a seat or shall not overlap the area within 460 mm (1.5 ft) from the front edge of the seat. Environmental controls within transit shelters shall be proximity-actuated. Protruding objects within transit shelters shall comply with R402.

Advisory R308.2 Transit Shelters. The clear space must be located entirely within the transit shelter and not interfere with other persons using the seating.

R309 On-Street Parking Spaces

R309.1 General. On-street parking spaces shall comply with R309.

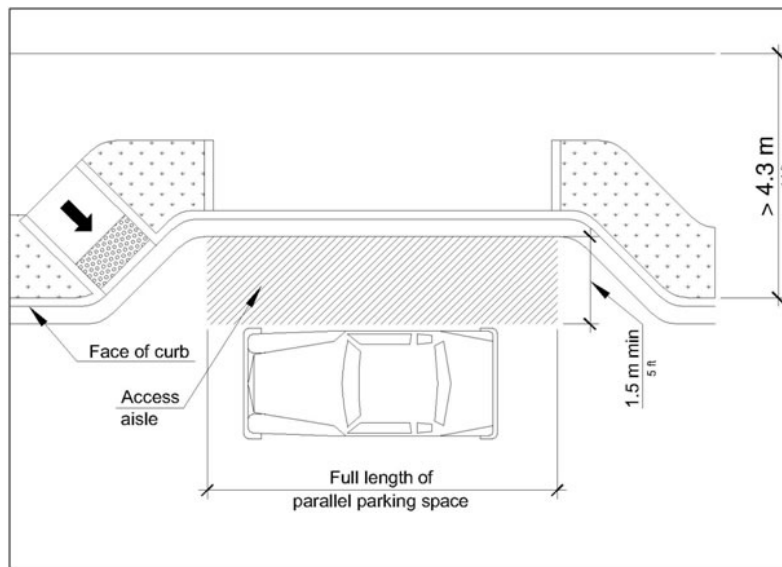
Advisory R309.1 General. R214 specifies how many accessible parking spaces must be provided on the block perimeter where on-street parking is marked or metered. Accessible parking spaces must be identified by signs displaying the International Symbol of Accessibility (see R211.3 and R411). Accessible parking spaces should be located where the street has the least crown and grade and close to key destinations.

R309.2 Parallel Parking Spaces. Parallel parking spaces shall comply with R309.2.

Advisory R309.2 Parallel Parking Spaces. The sidewalk adjacent to accessible parallel parking spaces should be free of signs, street furniture, and other obstructions to permit deployment of a van side-lift or ramp or the vehicle occupant to transfer to a wheelchair or scooter. Accessible parallel parking spaces located at the end of the block face are usable by vans that have rear lifts and cars that have scooter platforms.

R309.2.1 Wide Sidewalks. Where the width of the adjacent sidewalk or available right-of-way exceeds 4.3 m (14.0 ft), an access aisle 1.5 m (5.0 ft) wide minimum shall be provided at street level the full length of the parking space and shall connect to a pedestrian access route. The access aisle shall comply with R302.7 and shall not encroach on the vehicular travel lane.

Figure R309.2.1 Wide Sidewalks

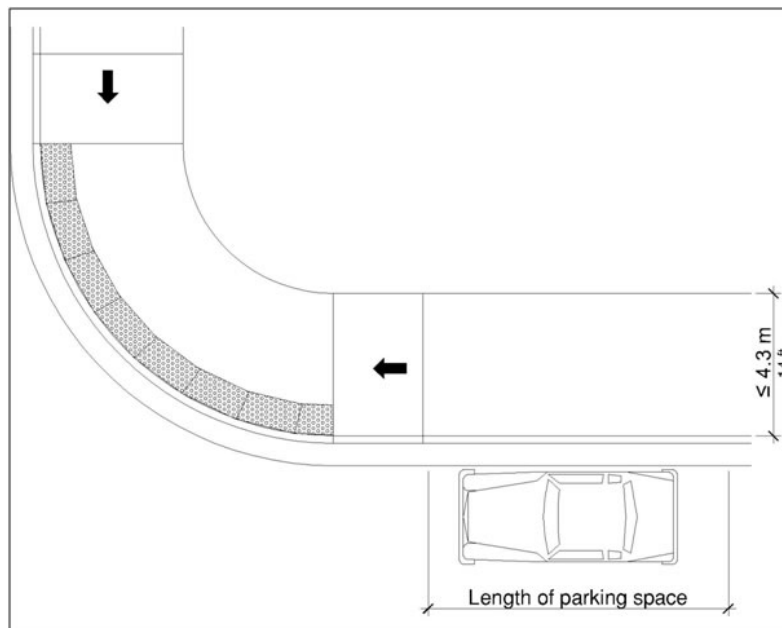


Advisory R309.2.1 Wide Sidewalks. Vehicles may park at the curb or at the parking lane boundary and use the space required by R309.2.1 on either the driver or passenger side of the vehicle to serve as the access aisle.

R309.2.1.1 Alterations. In alterations where the street or sidewalk adjacent to the parking spaces is not altered, an access aisle shall not be required provided the parking spaces are located at the end of the block face.

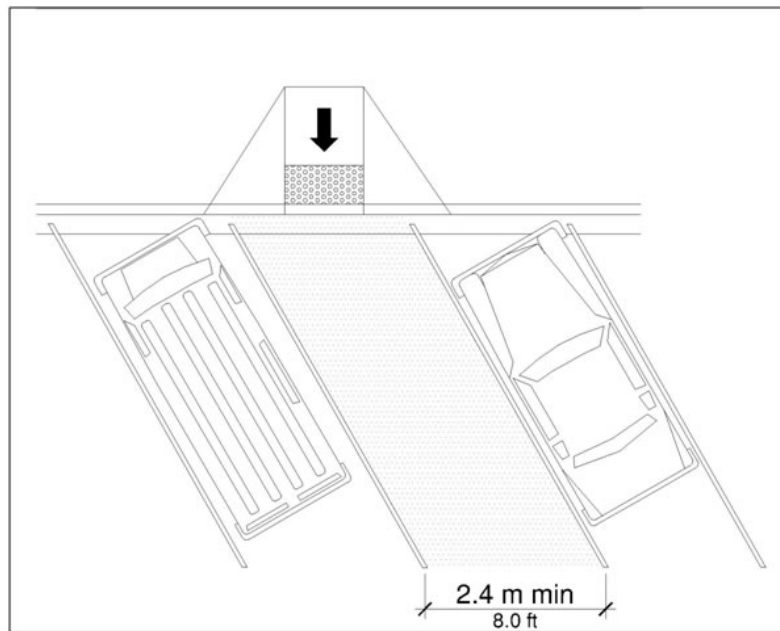
R309.2.2 Narrow Sidewalks. An access aisle is not required where the width of the adjacent sidewalk or the available right-of-way is less than or equal to 4.3 m (14.0 ft). When an access aisle is not provided, the parking spaces shall be located at the end of the block face.

Figure R309.2.2 Narrow Sidewalks



Advisory R309.2.2 Narrow Sidewalks. Vehicle lifts or ramps can be deployed on a 2.4 m (8.0 ft) sidewalk if there are no obstructions.

R309.3 Perpendicular or Angled Parking Spaces. Where perpendicular or angled parking is provided, an access aisle 2.4 m (8.0 ft) wide minimum shall be provided at street level the full length of the parking space and shall connect to a pedestrian access route. The access aisle shall comply with R302.7 and shall be marked so as to discourage parking in the access aisle. Two parking spaces are permitted to share a common access aisle.

Figure R309.3 Perpendicular or Angled Parking Spaces

Advisory R309.3 Perpendicular or Angled Parking Spaces. Perpendicular and angled parking spaces permit the deployment of a van side-lift or ramp.

R309.4 Curb Ramps or Blended Transitions. Curb ramps or blended transitions complying with R304 shall connect the access aisle to the pedestrian access route. Curb ramps shall not be located within the access aisle.

Advisory R309.4 Curb Ramps or Blended Transitions. At parallel parking spaces, curb ramps and blended transitions should be located so that a van side-lift or ramp can be deployed to the sidewalk and the vehicle occupant can transfer to a wheelchair or scooter. Parking spaces at the end of the block face can be served by curb ramps or blended transitions at the pedestrian street crossing. Detectable warning surfaces are not required on curb ramps and blended transitions that connect the access aisle to the sidewalk, including where the sidewalk is at the same level as the parking spaces, unless the curb ramps and blended transitions also serve pedestrian street crossings (see R208).

R309.5 Parking Meters and Parking Pay Stations. Parking meters and parking pay stations that serve accessible parking spaces shall comply with R309.5. Operable parts shall comply with R403.

R309.5.1 Location. At accessible parallel parking spaces, parking meters shall be located at the head or foot of the parking space.

Advisory R309.5.1 Location. Locating parking meters at the head or foot of the parking space permits deployment of a van side-lift or ramp or the vehicle occupant to transfer to a wheelchair or scooter.

R309.5.2 Displays and Information. Displays and information shall be visible from a point located 1.0 m (3.3 ft) maximum above the center of the clear space in front of the parking meter or parking pay station.

R310 Passenger Loading Zones

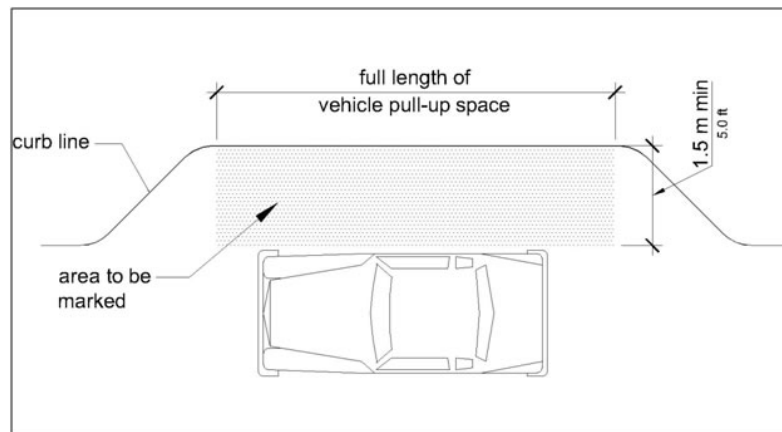
R310.1 General. Passenger loading zones shall comply with R310.

Advisory R310.1 General. Accessible passenger loading zones must be identified by signs displaying the International Symbol of Accessibility (see R211.3 and R411).

R310.2 Vehicle Pull-Up Space. Passenger loading zones shall provide a vehicular pull-up space 2.4 m (8.0 ft) wide minimum and 6.1 m (20.0 ft) long minimum.

R310.3 Access Aisle. Passenger loading zones shall provide access aisles complying with R310.3 adjacent to the vehicle pull-up space. Access aisles shall be at the same level as the vehicle pull-up space they serve and shall not overlap the vehicular travel lane. Curb ramps or blended transitions complying with R304 shall connect the access aisle to the pedestrian access route. Curb ramps are not permitted within the access aisle.

Figure R310.3 Access Aisle



R310.3.1 Width. Access aisles serving vehicle pull-up spaces shall be 1.5 m (5.0 ft) wide minimum.

R310.3.2 Length. Access aisles shall extend the full length of the vehicle pull-up spaces they serve.

R310.3.3 Marking. Access aisles shall be marked so as to discourage parking in them.

R310.3.4 Surfaces. Access aisle surfaces shall comply with R302.7.

**SERVICE AGREEMENT
BY AND BETWEEN
D A F CONCRETE, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this _____ day of October, 2021, by and between D A F Concrete, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding annual on-call sidewalk repairs and replacements, as stated in City RFP No. 2021-0008 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference. The RFP No. 2021-0008 and all terms therein shall be incorporated completely herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, 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 set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any

of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

By:_____

CITY OF STOCKBRIDGE, GEORGIA

By:_____

D A F CONCRETE, INC.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A – Scope of Services

Exhibit B – Pricing



**CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK REPAIRS
AND REPLACEMENT
REQUEST FOR PROPOSALS (RFP) NO. 2021-0008**





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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REQUEST FOR PROPOSALS (RFP) NO. 2021-0008
CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK REPAIRS
AND REPLACEMENT
Thursday July 24th, 2021

INTRODUCTION

PURPOSE

The City of Stockbridge is requesting proposals from contractors with experience in sidewalk repair and/or replacement to repair or replace selected sidewalks in the City. Respondents must comply with the minimum qualifications and shall submit a bid to install four (4") inch thick sidewalk (six (6") inch for all driveways) for all sections to be replaced as described in this RFP. Respondents should take note that the City is requesting an itemized bid response for completion of each section of sidewalk. The final sections of sidewalk to be repaired will be agreed upon by both parties before construction begins.

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10') feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (1/4") inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (1/4") inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (1/2") inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10') foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes, or other irregularities. All sidewalks shall be a minimum four (4") inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6") inch depth over a six (6") inch aggregate base.

All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety.

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division.

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, September 2nd, 2021, at 3:00 PM, EDT** via Cisco WebEx, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Procurement Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: September 2nd, 2021 (3:00 P.M) EDT

2.4 SUBMITTAL INSTRUCTIONS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. Due to the recent Pandemic, all bids should be **"Mailed"** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**September 2nd, 2021, at 3:00 PM**). **Due to the current Pandemic, COVID-19,**

bids may be hand delivered to City of Stockbridge City Hall August 30th and 31st, 2021 and September 1st and 2nd, 2021 between 10:00 a.m. and 3:00 p.m.

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, June 24, 2021
Non-Mandatory Pre-Bid Conference Cisco WebEx: https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, July 15th, 2021, 10:00 AM, EDT
Last Day for Questions to be Submitted	Friday, July 30th, 2021, 12 Noon EDT.
RFP Submittal Due Date	Thursday, September 2nd, 2021, at 3:00 PM EDT.
Project Manager Events Division – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager’s recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City’s consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **July 30th, 2021 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City’s website for any all-addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.

- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the

entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.

- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired

demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract

Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

- c. The Proposer accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall

complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Proposers will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.

- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding

process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

- a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2023 and shall end no later than the 31st day of December 2023. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally

SECTION 3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, September 2nd, 2021, at 3:00 PM, EDT** via Cisco WebEx and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

**CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal a. The Proposer’s name, mailing address, telephone number and nearest office location. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP No. 2021-0008, CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT	Tab 1

Section 2 – Executive Summary a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.	Tab 2
Section 3 – Project Team Qualifications/Qualifications of Key Personnel Staffing a. Proposer shall provide a team/staff who has a minimum of five (5) years' experience providing Sidewalk Repairs and Replacement to a governmental entity that is similar in size and scope as the City of Stockbridge. b. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of the Sidewalk Repair and Replacement projects. The Project Manager must provide pro-active recommendations to the City for ongoing Sidewalk Repair and Replacement locations throughout the term of the contract. c. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. d. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following: • Name and title; • Professional Background; • Current and Past Relevant Experience;	Tab 3

• Relevant Training and Education; • Courses completed during the past five (5) Years; • Previous Work Experience related to Annual On-Call Sidewalk Repairs and Replacement services. e. Include the role and responsibilities that each key personnel member will perform on this project. f. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and i. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. Describe in detail the method to be used for physically inspecting the sidewalk repairs and replacement projects. a. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, Project Manager and Technician(s) assigned with the overall project coordination. II. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team: a. Percentage of time key personnel will spend on this project; and b. Current workload of key personnel. c. Please list contractor's licenses, certifications, and education qualifications as it relates to sidewalk repairs and replacement.: SEE EXHIBIT II DETAILED SCOPE OF SERVICES	
Section 4 – Past Performance Past Performance - Describe proposer's experience in Annual On-Call Sidewalk Repairs and Replacement for the past five (5) years regarding the proposer. Include the following for each project: • Project name • Location e. Date of completion (month, year) • Company role and responsibility for the project. • List Proposer's key personnel involved on the project.	Tab 4

• Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.	
Section 5 – Project Approach/Timeline Plan Proposer shall describe their approach in the Sidewalk Repairs and Replacement Project for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the Sidewalk Projects. Technical Approach/Services: - Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing (Two (2) page maximum) - Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project; and - Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. Project Management: - Describe how the project will be organized and managed; - Describe progress for reporting procedures during the project for new employees; - Include the anticipated use of subcontractors or vendors; and - Describe the resources necessary to accomplish the purpose of the project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other	Tab 5

information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer	
Section 6 - Cost Proposal a. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2021-0008 for "Annual On-Call Sidewalk Repairs and Replacement" on the outside of the envelope. b. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. c. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form.	Tab 6
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.	Tab 9

c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	Tab 10
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT II, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Project Team Qualifications/Qualifications of Key Personnel Proposer shall provide a team/staff who has a minimum of five (5) years' experience providing Annual On-Call Sidewalk Repairs and Replacement to a governmental entity that is similar in size and scope as the City of Stockbridge. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the proposed Project Manager and their support team: - Percentage of time key personnel will spend on this project; and - Current workload of key personnel. See Detailed Scope of Services and Overview of Proposal Requirements	0-35
2. Technical Approach/Project Management Proposer shall describe their approach to the Annual On-Call Sidewalk Repairs and Replacement Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the Annual On-Call Sidewalk Repairs and Replacement Services. <u>Technical Approach/Services:</u>	0- 35

• Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas Annual On-Call Sidewalk Repairs and Replacement Services. • Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project; and • Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. <u>Project Management:</u> • Describe how the project will be organized and managed; • Describe progress for reporting procedures during the project for new employees; • Include the anticipated use of subcontractors or vendors; and • Describe the resources necessary to accomplish the purpose of the project.	
3. Cost Proposal • The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 2021-0008 for “Annual On-Call Sidewalk Repairs and Replacement Services” on the outside of the envelope. • DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive. • Responders are required to submit their costs on <i>Cost Proposal Forms</i>. Responder shall not alter the cost proposal form.	0- 30
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

(Lowest Overall Cost /Proposer’s Price) x 30 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

SUMMARY

The City of Stockbridge is requesting proposals from contractors with experience in sidewalk repair and/or replacement to repair or replace selected sidewalks in the City. Respondents must comply with the minimum qualifications and shall submit a bid to install four (4") inch thick sidewalk (six (6") inch for all driveways) for all sections to be replaced as described in this RFP. Respondents should take note that the City is requesting an itemized bid response for completion of each section of sidewalk. The final sections of sidewalk to be repaired will be agreed upon by both parties before construction begins.

SCOPE OF WORK

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10') feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (1/4") inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (1/4") inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (1/2") inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10') foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes, or other irregularities. All sidewalks shall be a minimum four (4") inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6") inch depth over a six (6") inch aggregate base.

All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety.

All sidewalk repairs/replacements shall meet the following specifications:

1. Contractor will secure all permits necessary prior to construction.
2. Once Contractor has begun demolition, the Contractor will supply materials, as available, to rope off the area. Demolition debris to be removed by the Contractor.
3. All drive-way forms must be inspected by the City before pour.
4. All fill sand added will be machine compacted in place, if necessary.
5. Control joints will be placed every three (3') to five (5') feet to match existing sidewalk.
6. Concrete mix must conform to the standards of the adjoining sidewalks.
7. Contractor to form and pour the concrete, to include hand excavation to establish grade and the setting of forms.
8. Contractor, sub-contractor, or suppliers are to avoid driving on lawn and grassy areas. All damage as a result must be fully repaired by Contractor.
9. Concrete shall have a light broom finish.
10. Contractor shall provide round edges on sides.
11. Decorative brick shall be installed to match existing brick work, when necessary.
12. The Contractor shall barricade and protect poured/placed concrete from all damage, rainy conditions, marks, marks and/or graffiti. Any damaged, defaced, or defective concrete shall be replaced at the Contractor's expense. Concrete replacement areas shall be from score mark, or control joint, to score mark or control joint, and shall be the full width of the sidewalk. All concrete replacement areas shall be saw-cut.
13. Contractor will be responsible for restoration along the edges of the new sidewalk once the forms are removed.
14. Contractor will be responsible for driveway packing and backfill, if impacted.
15. Contractor will be responsible for all traffic signage (pedestrian and vehicle), safety equipment, traffic cones and other items needed to inform the public of a construction site.
16. Contractor will provide barricades to assist in pedestrian and traffic control.
17. Contractor and Public Works Director or their designee will conduct site inspections to ensure project completion.

PROCESS

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

CHANGES IN WORK

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

PROJECT AREA

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter or perform other concrete repairs at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty-five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

NOTIFICATIONS

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed seven (7) calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates, and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval seven (7) calendar days prior to distribution.

Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies, or the discovery of unforeseen conditions shall be reported to the City immediately.

CONTRACTOR REQUIREMENTS

- Provide all labor, equipment, and materials necessary to perform repair/maintenance work as directed by the City.
- Take responsibility for the performance of work as directed by the City.
- Provide all required resources for the safety of the public and their staff during the work.
- Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- Perform all work in a thorough, competent, professional, and workmanlike manner.
- Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state, and federal regulations.

INSPECTION OF THE WORK

1. The Contractor shall notify the City, forty-eight (48) hours in advance of the start of work in any area.
2. All work performed, and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least twenty-four (24) hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
3. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
4. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
5. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

CONSTRUCTION METHODS

Existing improvements, buildings, trees, shrubs, and other items near areas where sidewalk repair is being executed shall be protected from damage that could result from the Contractor's operations. The Contractor shall be responsible for repairing, at their expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

The Contractor shall utilize dust palliative products and techniques in order to protect any and all project adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. The Contractor shall be

responsible for all project clean-up, the cost of which shall be included in square foot and/or total sum costs.

Surplus spoils/materials shall become the Contractor's property and shall be disposed of away from project areas in accordance with Georgia Solid Waste Management practices.

QUALITY CONTROL

Work covered will be performed by a single firm experienced in repair/maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:
 - a. Completed past contracts in accordance with the contract documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. No work shall be done on the weekends without written permission from the City.

TRAFFIC CONTROL

The Contractor shall conduct repair/maintenance operations in a manner that causes minimum obstruction and inconvenience to the public. A traffic control plan shall be implemented and must conform to the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards. The Contractor shall furnish certified flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

SCHEDULE

For each project requested by the City, the Contractor shall conduct an initial assessment of the project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

DELAYS IN SCHEDULE

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

EXTRA WORK

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the bid sheet.

If the City desires, it may request work to be taken on a “quote basis”. Such method of payment for “Extra Work” will be a “not to exceed, quote” submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials, and equipment to complete such work.

INCLEMENT WEATHER

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit.

HOLIDAYS

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City.

CALLBACKS

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

COMPLAINTS

Complaints regarding repairs/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

EMERGENCY SERVICES

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure, or some component thereof. As part of its emergency services provisions, the Contractor shall:

- Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service.
- Respond to the scene of the emergency within two (2) hours of call-out.
- Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City.
- Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

BREAKDOWN OF EQUIPMENT

At all times, the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete

the task. If down for more than one (1) hour, a penalty will be assessed at the rate of **\$50** per hour for each hour above and beyond one (1) hour.

STORAGE OF EQUIPMENT

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

REPORTS

The Contractor shall provide to the City detailed reports of all street repair/maintenance services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed, and date completed.

CONCRETE PRICE QUOTATION

Unit price bids as indicated on the following bid form sheets shall include excavation, stone bedding, rubberized expansion material (ASTM D-1751-97), topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period. Pricing will adhere to the following:

- All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- Bidder shall provide an overall bid for the project and a bid for each component.
- Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
- Unit price bid for all items shall include all water quality, erosion, and traffic control measures inclusive of permits to comply with local, state, and federal requirements.

REVIEW AND SELECTION PROCESS

The City reserves the right to make the selection based on its sole discretion. A committee of City staff will evaluate the proposals received in response to this RFP, each of which will be rated based on current organizational needs. Criteria which will be used to evaluate responses will include, but not be limited to, the following:

1. Quality and completeness of the proposal.
2. Ability to schedule and efficiently perform the required work.
3. Cost effectiveness of the proposal compared to the requested scope of work. Utilizing the criteria listed above and any additional criteria the City deems necessary, a recommendation of the selected candidate will be made to the City Manager. The Procurement Manager will make a final recommendation to the Mayor and City Council, which is the governing body that will award the final contract.

No minimum delivery quantity per project. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

CONDITIONS

1. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
2. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
3. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Georgia license and a City of Stockbridge Business License throughout the duration of the contract.
4. The Contractor shall maintain insurance provisions as required in the contract.

**ATTACHMENT A
COST PROPOSAL FORM
“CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT”**

Responder: Please complete the attached Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 2021-0008 and City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM

Instructions: Please complete the following Chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted may be deemed non-responsive.

ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)	Per	S.Y.	\$	\$
2	REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)	Per	L.F.	\$	\$
3	CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)	Per	S.F.	\$	\$
4	EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)	Per	S.F.	\$	\$
5	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	Per	S.F.	\$	\$
6	CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD)	Per	S.F.	\$	\$
7	CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	Per	S.F.	\$	\$
8	CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)	Per	S.F.	\$	\$
9	BLACK FIBER BOARD EXPANSION JOINT	Per	L.F.	\$	\$
10	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	Per	L.F.	\$	\$
11	EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)	Per	L.F.	\$	\$
12	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)	Per	L.F.	\$	\$

13	ADJUSTMENT OF CATCH BASIN GRATES & FRAMES	Each	1	\$	\$
14	ADJUSTMENT OF WATER VALVE BOXES	Each	1	\$	\$
15	ADJUSTMENT OF MANHOLE COVERS & FRAMES	Each	1	\$	\$
16	ADJUSTMENT OF WATER METERS	Each	1	\$	\$
	TOTAL BASED BID (OVERALL COST ITEMS 1 - 16)				\$

Total points awarded for overall estimated total price will be determined by applying the following formula:

$(\text{Lowest Overall Annual Contract Cost} / \text{Proposer's Price}) \times 30 = \text{Price Score}$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance
a. of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
(1) The Contractor has made false certification hereinabove; or

- (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a

final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.

- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS (NOT APPLICABLE)

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after the Procurement Manager has posted the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event

of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.

- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as

bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia’s Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2021-0008 **CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT** - copy of the Contractor's current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000
*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**		

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
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Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2021-0008

SOLICITATION TITLE: **CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK
REPAIRS AND REPLACEMENT**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2021-0008
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. * [Any of the electronic verification of work authorization programs 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].



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2021-0008

DATE: September 2nd, 2021

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

THE CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

**All bids should be Mailed to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the receipt
via email within 3 days after bid opening date.**

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2021-0008 **CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT** - copy of the Contractor's current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000
*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**		

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or

the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: DAF CONCRETE INC SIGNATURE: ANTONIO SANCHEZ

NAME: Antonio Sanchez TITLE: President DATE: 9/2/2021



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

DAF Concrete, Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Antonio Sanchez

(Authorized signing officer, Title)

(Seal)

Antonio Sanchez - President

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Antonio Sanchez, certify that I am the Secretary of the Corporation named as principal in the within bond; that DAF Concrete, Inc., who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

Antonio Sanchez
SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY Antonio Sanchez

BID BOND

Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

DAF Concrete Inc.
212 Hicks Drive
Marietta, GA 30060

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER: City of Stockbridge, GA
4640 North Henry Blvd
Stockbridge, GA 30281

BOND AMOUNT: \$5%

PROJECT:

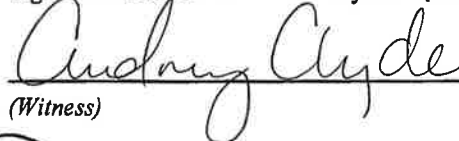
City of Stockbridge Sidewalk Repairs and Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of September 2021


(Witness)


(Witness)

DAF Concrete Inc.
(Principal) (Seal)


(Title)

Nationwide Mutual Insurance Company
(Surety) (Seal)


(Title) Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

KEITH GRIFFIN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

\$5%

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

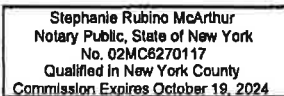


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

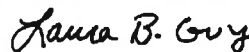


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of August, 2021.



Assistant Secretary



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

OBJECTIVE

DAF Concrete Inc. has been in business since 2003. We have grown from doing residential foundation to working with counties repairing, removing, and installing driveways, sidewalks, storm drains etc. DAF also lays Asphalt for roadways and parking lots. We are known for getting the job done with the best quality and professionalism.

SKILLS & ABILITIES - Concrete Estimator -Concrete Finishing - Asphalt repairs - Repair, Remove and install of Storm drains, Catch Basin Tops, Sidewalks, Curbing, Driveways, etc. - Brick Pavers - Stone and Brick Masonry - Concrete Retaining Wall - Concrete Covers

Contacts

Antonio Sanchez – President (404) 433-8824

Osvaldo Sanchez – Project Manager (404) 395-8464

Audrey Clyde – Secretary (770) 629-4036

Office Address

9160 Turner Road

Jonesboro, GA, 30236

Office #: (770) 629-4036

Fax #: (678) 545-6218

Email: daf_concrete_inc@yahoo.com

Website: www.dafconcreteinc.com

EIN # 30-0217601

EXPERIENCE

YR 2021

- ❖ Wynne Russell Sidewalk Improvements, City of Lilburn, Kim Conroy – (
- ❖ Elmdale Drive Sidewalk Improvements, **City of Tucker**, Ken Hilderbrandt – (770) 865-5645
- ❖ Ashford Dunwoody/ Montgomery Elementary Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖

YR 2020

- ❖ Ashford Dunwoody/ Montgomery Elementary Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ Annual Contract for Sidewalk Construction Services, **City of Hampton**, Alex Cohilas – (770) 897-2119
- ❖ Stucco Repair, **CWC Office Furnishings**, Jeffrey Jones – (404) 895-5697
- ❖ Washington Road Sidewalk Improvements, **City of East Point**, Cadell Hall – (404) 291-7245
- ❖ BL076-20; Restoration Utility Repairs on an Annual Contract, **Gwinnett County**, Christopher Neidlinger – (678) 376-6969
- ❖ Annual Contract 2019 Standby Miscellaneous Construction – Paving & Concrete Services, **Fulton County**, Pamela Keel – (678) 778-7040
- ❖ S. Clayton St. Addition Improvements, **City of Lawrenceville**, Johannes Louw – (770) 277-7533
- ❖ Avondale Stadium Parking Lot, **Dekalb County School District**, Fred Scheonfeld – (678) 676-1408
- ❖ Ashford Dunwoody/ Johnson Ferry Rd Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ Cedar Grove Middle Patching Pothole, **Dekalb County School District**, Fred Scheonfeld – (678) 676-1408
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority (Still affective)** Marcus Mclester– (404) 593-3614
- ❖ Annual Contract for Asphalt Repairs, Paving, Patching and Milling, **Dekalb County School District**, Fred Schoenfield – (678) 676-1408
- ❖ Annual Contract for Asphalt Patching and Paving, **Clayton County Water Authority (Still affective)** Scott Mask – (678) 699-0759
- ❖ FY2020 Sidewalk Repairs, **City of Alpharetta**, Joshua Chance – (678) 297-6234
- ❖ Canton Street Pedestrian Improvements, **City of Alpharetta**, Andrew Echols – (678) 297-6238
- ❖ W Pike St Sidewalk Addition, **City of Lawrenceville**, Johannes Louw – (770) 277-7533
- ❖ Idlewood Road Sidewalk Improvements, **City of Tucker**, Ken Hilderbrandt – (770) 865-5645
- ❖ Nuckolls Road Sidewalk Improvements, **Forsyth County**, Charlie Crowe - (770) 781-2165
- ❖ W Taylor Avenue Sidewalk Improvements, **City of East Point**, Cadell Hall – (404) 291-7245
- ❖ CDBG Governors Drive Sidewalk, **City of Forest Park**, Jeff Eady – (404) 608-2310

YR 2019

- ❖ Street Repairs/ Richard D. Sailors, **City of Powder Springs**, Dwayne Eberhart – (404) 273-4509
- ❖ Echols Rd Sidewalk Improvements, **Forsyth County**, Charlie Crowe - (770) 781-2165
- ❖ Street Repairs/ Hopkins Road, **City of Powder Springs**, Dwayne Eberhart – (404) 273-4509
- ❖ Fire station #20 Driveway Replacement, **Gwinnett County**, Michael R. Williamson – (404) 391-1145
- ❖ Headland Drive and Delowe Drive Sidewalks Phase III, **City of East Point**, Vincent Reynolds – (404) 270-7114
- ❖ Curb & Gutter Repair, **Henry County**, Marvin Wiley – (770) 288-7262
- ❖ Driveway and Curb Repair, **Fayette County**, James Munster – (770) 320-6082

- ❖ Nichols Rd & Nichols Dr Sidewalk Improvements, **Forsyth County**, Charlie Crowe – (770) 781-2165
- ❖ E. Drew Valley Sidewalks Project, **City of Brookhaven**, Don Sherrill - (404) 637-0682
- ❖ Cheshire Way Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Woodrow Way Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682

YR 2018

- ❖ Evans Drive Sidewalks Project, **City of Riverdale**, Lisa Kopro – (404) 491-5044
- ❖ Mill Creek Road Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Cartecay Drive Sidewalks Project, **City of Brookhaven**, Greg Smith – (404) 735-7838
- ❖ Lanier Drive Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Tyron Rd Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Installing Speed Tables, **City of Milton**, Matthew Fallstrom – (678)-242-2558
- ❖ Headland Drive and Delowe Drive Sidewalks, **City of East Point**, Vincent Reynolds – (404) 270-7114

YR 2017

- ❖ Asphalt/ Concrete Pavement Maintenance and Repairs Services, Fulton County, Mark Moore – (404) 285-1307
- ❖ CDBG – West Street Roadways and Sidewalks, **City of Forest Park**, Jeff Eady – (404) 608-2310
- ❖ Moon Road Sidewalks, **City of Lawrenceville**, Johannes Louw – (678) 618-2839
- ❖ East Crogan Street Sidewalks, **City of Lawrenceville**, Johannes Louw – (678) 618-2839
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority (Still affective)** Scott Mask – (678) 699-0759
- ❖ Annual Contract for Asphalt Patching and Paving, **Clayton County Water Authority (Still affective)** Marcus Mclester– (404) 593-3614
- ❖ Annual Contract for BL065-15 (Concrete & Asphalt), **Gwinnett County, GA (Still affective)**, Christopher Neidlinger – (678) 376-6969
- ❖ Annual Contract for BL032-17 (Poured-in-Place Concrete & Associated Miscellaneous Site Work) **Gwinnett County, GA (Still affective)**

YR 2016

- ❖ Panhandle Road Sidewalk Construction from McDonough Rd to Tara Rd for **Clayton County, GA** Project Manager: Jatta Battery – (404) 655-2582

YR 2015

- ❖ Austell Powder Springs Road, **City of Powder Springs**
- ❖ Old Monticello Street Stream and Shoulder Improvements, **City of Covington, GA** Project Manager: Ken Swain - (770) 778-5830
- ❖ Restoration of Utility Repairs on an Annual Contract (Still affective) Project Manager: Chris Neidlinger – (678) 725-9805

YR 2014

- ❖ North Fulton Ave. CDBG Sidewalk, **City of Hapeville** Project Manager: Keck & Wood Inc. (678) -417-4000

- ❖ Lake Ridge Pkwy Sidewalk Installation, **Board of Commissioners of Clayton County Central Services Department, GA**
- ❖ Cemetery Street Sidewalk, **City of Austell** Project Manager: Keck & Wood Inc. (678) -417-4000 ☐
CDBG Sidewalk Improvements Glenn Dr. Sharon Street and School Place, **Forest Park Department of Public Work** Project Manager: Jeff Eady 678) 300-4314
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority** (Still affective)



Certificate of Completion

This card confirms that

Antonio Sanchez

has completed the
Competent Person Confined Space Entry

On March 07, 2018

Instructor: Vicki Temple

Issued by **Georgia Utility Contractors Association, Inc.**



Certificate of Completion

This card confirms that

Antonio Sanchez

has completed the
Competent Person Excavation Spanish

On November 04, 2017

Instructor: Diego Alvarado

Issued by **Georgia Utility Contractors Association, Inc.**

Clayton County Central Services

Administration Division
Risk, Claims & Safety Division
Contracts, Purchasing & Contract Compliance
7994 North McDonough Street
Jonesboro, Georgia 30236
Main #: 770-477-3587 Fax #: 770-477-3335



Carol J. Rogers
Director

Warehouse Division
1330 Government Circle
Jonesboro, Georgia 30236
Warehouse Main #: 770-477-3561
Fax #: 770-477-3616

July 11, 2019

DAF Concrete, Inc.
ATTN: Antonio Sanchez
9160 Turner Rd.
Jonesboro, GA 30236

Re: **Clayton County Local Vendor Preference Program Re-Certification**
Certification Number: **LVP-1907-0088**
Expiration Date: **07-11-2021**

Dear Mr. Sanchez,

Congratulations! You have successfully completed an application for certification with Clayton County. **Your firm has been re-certified.** In recognition of your certification, please attach a copy of this letter with each bid and proposal whether you submit as a Prime contractor or Subcontractor.

We are pleased to certify your firm with Clayton County for a period of **two years**, beginning with the date of this letter. Prior to ninety (90) days of expiration, we ask that you submit an application for recertification, preventing a separation between certifications. Although you are certified we may conduct a site visit to your business location to verify information contained in your application at any time.

Certification does not guarantee any present or future contracts with Clayton County. All registered vendors must take the necessary steps to become a part of the County procurement process and bid competitively for business. You may visit our website for bids and proposals at: <https://www.claytoncountyga.gov/government/central-services/bids-and-proposals>.

You are also required to register in our certified vendor management system. Once you are certified, please visit:

<https://pro.prismcompliance.com/CustomCertApp/ApplicationStart.aspx?t=200&j=c0mF6H2wYmyFSmmx2Am1Qg%3d%3d>.

Again, we are pleased that you have chosen to become a vendor with us. We look forward to doing business with you.

Sincerely,

A handwritten signature in blue ink that reads "Carol J. Rogers". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Carol J. Rogers, CCA, GCPA
Director of Central Services

CR:tm

Georgia State UCP Directory with NAICS

Process Time: Oct-31-2018 10:54:48 AM

Business Name	Vendor Number	Contact	Primary DBE – WBE Description
DAF CONCRETE INC.	2DA055	Mr. ANTONIO SANCHEZ	Disadvantaged Business Enterprise (DBE)
9160 TURNER RD JONESBORO, GA 30236 (770)419-9279 daf_concrete_inc@yahoo.com			
NAICS Code and Description 23811 - POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS 23899 - ALL OTHER SPECIALTY TRADE CONTRACTORS			
Work Class Description			



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2021- 0008

Solicitation Title: City of Stockbridge Sidewalk Repairs and Replacement

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, September 2, 2021.
2. The deadline for questions has not changed. The deadline for questions was July 30th, 2021. (12:00 noon, EDT)

QUESTIONS AND RESPONSES

Question 1. Would the city consider an alternate way to remove concrete trip hazards with an innovative and extremely efficient process that does not require demolition or debris removal. Currently we have been servicing other cities (via RFP & Service Contract's) not only for trip hazard removal but to repair leaking storm drain collars and pipes, a major reason for the concrete and roadway settlement.

Answer 1. The City will not consider an alternative way to remove concrete trip hazards that does not require demolition or debris removal.



Where Community Connects

City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS ~~(NOT APPLICABLE)~~

- a. Bid Bond - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

DAF Concrete, Inc.

Name of Company / Firm / Organization

Antonio Sanchez - President

Printed Name of Authorized Rep. / Title

Antonio Sanchez

Signature of Authorized Representative / Date

9-2-21

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2021-0008

**SOLICITATION TITLE: CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK
REPAIRS AND REPLACEMENT**

PROPOSING FIRM (List name exactly as provided in proposal):
DAF Concrete, Inc.

Date of Verification: 8/31/2021

Reference Organization: HCDOT

Project Verified (Include the Project Name / Title and a brief description of the Project):
Repair & replacement of 90 concrete sidewalk sites in Henry County

Person Contacted:
Steve Cariola

Title of Contact:
Engineer III

Telephone Number including extension:
770-288-7642

Email Address:
scariola@co.henry.ga.us

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? **Yes**
2. Did the firm adhere to the scope of work and bid requirement? **Yes**
3. did the firm provide deliverables as agreed upon? **Yes**
4. Would you engage this firm again? **Yes**

Additional comments provided by Proposer's contact:
Always a pleasure to work with DAF



Steve Cariola, HCDOT Engineer III 8/31/2021 ✓

Signature Date

Reference Check Form

Solicitation No./ Title	ITB 20-101322 Traffic Calming Maintenance (Three (3) Year Multiyear Contract)
Bidder	DAF Concrete, Inc.
Name of Reference	Clayton County Water Authority
Contact Person	Marcus McLester
Telephone Number	404-593-3614
Date/Time of Call	
Called by	Renee' Stevenson

1. What type of products/services did the vendor provide for your company? DAF has 3 annual contracts with CCWA. 1. Concrete which consist of driveways, sidewalks, curb/gutter, masonry work and stormwater infrastructure(tops,headwalls,junction boxes). 2. Asphalt with consist of paving streets and driveways. 3. Pipe installation with consist of installing and replacing stormwater and sewer pipe.

2. Were the products/services provided on time and within budget?
Yes. This is an annual 3 year contract.

3. Did the vendor respond within a timely manner when service requests were made? Yes

4. Did you encounter any issues with the vendor and/or products/services received? If so, what were they and did the vendor provide a satisfactory resolution? Explain. I have worked with DAF for the past 9 years. DAF has always provided a satisfactory resolution to all issues.

5. Was there anything the vendor could have improved upon? No, we have built a good working relationship over the years.

6. Would you contract with the Applicant to provide similar services again?
Yes

7. How would you rate the vendor on a scale of 1-10 for:

Professionalism 10

Customer Service 9

Reliability 10

Quality of Products/Service 10

Attachment "B"
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: ITB No. 2021-1772

SOLICITATION TITLE: EP-183 Ben Hill (South) Rd. Sidewalks

PROPOSING FIRM (List name exactly as provided in proposal):

DAF

Date of Verification: 7-20-21

Reference Organization: City of Alpharetta

Project Verified (Include the Project Name / Title and a brief description of the Project):

FY20 Sidewalk replacement - Demolished and replaced damaged sidewalk with reinforcement. FY21: replaced handicap ramps and 1500 LF of sidewalk installed 750' of flush curb. Concrete pot hole repairs.

Person Contacted: Joshua Chance

Title of Contact: Infrastructure Supervisor

Telephone Number including extension: 678-291-6234

Email Address: jchance@alpharetta.ga.us

Questions	Yes	No
1. Were you satisfied with the firm's overall performance?	X	
2. Was the Project completed on time?	X	
3. Was the Project completed within the approved budget?	X	
4. Would you engage this firm again?	X	

Additional comments provided by Proposer's contact:

Great concrete work

den [Signature]

Signature

7-20-21

Date



City of East Point Contracts and Procurement Department

eBid No. 2021-1772

2757 East Point Street 1st Floor
East Point, Georgia 30344
Email: Purchasing@EastPointCity.org
Fax: 404.270.7824

Attachment "B"
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: ITB No. 2021-1772

SOLICITATION TITLE: EP-183 Ben Hill (South) Rd. Sidewalks

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification: _____

Reference Organization: CITY OF LILBURN, GA

Project Verified (Include the Project Name / Title and a brief description of the Project):

"CONSTRUCTION OF SIDEWALK ALONG WYNNE RUSSELL/WEST
JOHNS": 2700 FEET OF SIDEWALK, C&G, DRIVEWAYS, RETAINING
WALLS, PAVING & STRIPING ON CDBG FUNDED PROJECT

Person Contacted: KIM CONROY

Title of Contact: SPLST PROJECT MANAGER

Telephone Number including extension: 770-722-1820

Email Address: KCONROY@CITY OF LILBURN.COM

Questions	Yes	No
1. Were you satisfied with the firm's overall performance?	<u>X</u>	_____
2. Was the Project completed on time?	<u>X</u>	_____
3. Was the Project completed within the approved budget?	<u>X</u>	_____
4. Would you engage this firm again?	<u>X</u>	_____

Additional comments provided by Proposer's contact:

ALL WORK DONE ON TIME, WITHIN BUDGET AND IN
ACCORDANCE WITH PLAN & GDOT SPECS


Signature

7/20/21
Date

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Antonio Sanchez
Signature of Authorized Agent

Antonio Sanchez - President
Name/Title of Authorized Agent

9/2/2021
Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, Antonio Sanchez, certifies to the best of its knowledge and that it and its principals: belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, DAF Concrete, Inc., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Antonio Sanchez
Signature of Authorized Agent

Antonio Sanchez - President
Name/Title of Authorized Agent

9/1/2021

Date

Witness

Andrew Clyde

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

DAF Concrete, Inc., and it is also whose address is

9160 Turner Road, Jonesboro, GA, 30236, certifies that the

~~Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.~~

Antonio Sanchez
Signature of Authorized Agent

Antonio Sanchez -President
Name/Title of Authorized Agent

9/2/2021
Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of **DAF Concrete, Inc.**, and it is also whose address is **9160 Turner Road, Jonesboro, GA, 30236**, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Antonio Sanchez
Signature of Authorized Agent

Antonio Sanchez - President
Name/Title of Authorized Agent

9/2/2021
Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of DAF Concrete, Inc., and, it is
also, whose address is 9160 Turner Road, Jonesboro, GA, 30236, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Antonio Sanchez
Signature of Authorized Agent

Antonio Sanchez - President
Name/Title of Authorized Agent

9/2/2021
Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Antonio Sanchez

Name of Applicant

1) _____ I am a United States citizen

OR

2) X 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. Code Section 16-10-20.

Signature of Applicant: ANTONIO SANCHEZ

Date: 9/2/2021

Printed Name: Antonio Sanchez

*Alien Registration number for non-citizens:
696-104-551

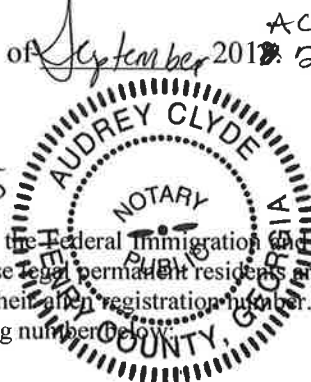
****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 2 Day of September 2021 ^{AC}

Notary Public: Audrey Clyde

My Commission Expires: May 9th 2025

*Note: O.C.G.A. Section 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.



**FORM 8
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: ANTONIO SANCHEZ

Name and Title of Contractor Authorized Agent: Antonio Sanchez - President

Date: 9/2/2021 Telephone No: (404)433-8824

Firm or Company Name: DAF Concrete, Inc.

Address: 9160 Turner Road, Jonesboro, GA, 30236

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, DAF Concrete, Inc., hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 2 day of September, 2021

Antonio Sanchez
By

President

Title

Sworn to and subscribed before me the 2 day of September, 2021

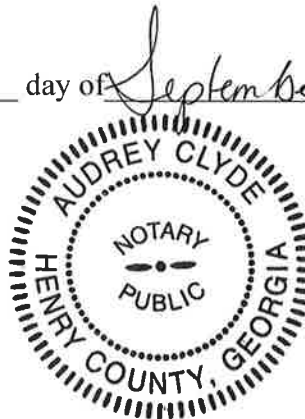
Notary Public

Audrey Clyde

My Commission Expires:

May 9th 2025

exp. Date



STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] DAF Concrete, Inc. on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

390540
EEV/Basic Pilot Program* User Identification Number

antonio sancnc2
BY: Authorized Officer of Agent
(Insert Contractor Name)

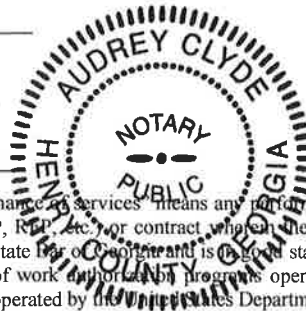
President
Title of Authorized Officer or Agent of Contractor
Antonio Sanchez
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 2 day of September, 2021

Notary Public: Audrey Clyde

City: Henry County

Commission Expires: May 9th 2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFQ, etc.) or contract where the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ²[Any of the electronic verification of work authorization programs 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].

**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 11

N/A

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ⁴*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 84 inclusive, including any addenda # 1 to # 2 exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and ~~that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate~~ the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

DAF Concrete, Inc.

Company: _____

Signature: Antonio Sanchez

Name: Antonio Sanchez

Title: Date: President - 9/2/2021

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 8/27/2021

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): DAF Concrete, Inc.

Signature (in ink): Antonio Sanchez

Name (Typed/printed): Antonio Sanchez

Title: President Date: 9/2/2021

**ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2021-0008
CITY OF STOCKBRIDGE
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: DAF Concrete, Inc.

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Business License

Professional License Number: BL-15-41711-2018-155021

Expiration Date of License: 12/31/2021

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: Antonio Sanchez

Date: 9/2/2021

(ATTACH COPY OF LICENSE)



CLAYTON COUNTY
COMMUNITY DEVELOPMENT

Permits and License Division

This registration must be displayed in a conspicuous place in your business establishment.
This registration is not transferable
Valid for Calendar Year 2021

Business Name: D A F CONCRETE, INC.
Business Location: 9160 TURNER RD
JONESBORO GEORGIA 30236
Owner: D A F CONCRETE, INC.
License Number: BL-15-41711-2018-155021
Issue Date: 2/11/2021
Expiration Date: 12/31/2021

Mailing Address:

License Type: Business License
Classification: In Jurisdiction
Business Type: 238110 Poured Concrete Foundation and Structure Contractors

Restrictions and Comments:

Other Licenses:

County/State/Federal	Document No.	Holder Name	Expiration Date
----------------------	--------------	-------------	-----------------

This registration may be suspended or revoked if Federal, State or County Codes, Ordinances, or requirements are violated. Report any of the following changes to the Business License Division immediately: Ownership, Name, Location, Business Type, or additional lines of Business.

If this business closes before the end of the expiration date, please send us a signed written notification of the business closure and the last day of operation to the Business License Division address. It will properly inactivate your business license account and protect you from incurring late fees and penalties.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Construction of Sidewalk along Wynne Russell Dr./ West Johns Rd.

Bid Owner: City of Lilburn

County Representative:

Kim Conroy – **SPLOST Project Manager**

Office Phone: (770) 27-3716

Email: kconroy@cityoflilburn.gov

Location: Wynne Russell Rd & West Johns Rd, Lilburn, GA

Original Contract Price: \$253,645.75

Completed Total of Contract: Completed by 6/4/2021

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 1/4/2021

Date of Completion: 5/7/2021

Project Description:

- Installed 135 LF of Storm Drain – RCP, 221TONS of GAB, 1971 LF of Curb & Gutter, 1045 SY of 4" Sidewalk, 187 SY of 6"- 8" Concrete Valley Gutter with Curb, 68SY of Driveway. Raised Water Meters and Valves to Grade.
- Build Culvert Headwall, GDOT STD. 1001-B
- Build a CLASS A CONCRETE, Turndown Sidewalk Wall (105 CY)
- Paved section of Idlewood Road using 443TN of Rec.Asph.9.5MM. Finished with necessary Striping and Signage.
- Installed Storm Sewer Manholes TP1 (1 EA)
- Landscaping – Installed 396SY of Sod along the right a way. Mulch is necessary areas.



DAF Concrete

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9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

ST- 09 Ashford Dunwoody/Johnson Ferry Rd Intersection Improvement

Contract No. 19-407

Bid Owner: City of Brookhaven

County Representative:

Don Sherrill – **City Engineer**

Office Phone: (404) 637-0682

Email: don.sherrill@brookhavenga.gov

Location: Ashford Dunwoody Rd (Kaleston Dr. to intersection Johnson Ferry Rd)

Original Contract Price: \$425,800.00

Change Order: \$163,459.00

Total of Completed Project: \$577,417.30

Contract was **Bonded** by Auto Owners Insurance Company.

Date Work Begin: 2/6/2020

Job Completed: 7/10/2020

Project Description:

- Clearing, Grubbing, Tree Removal & Removal of Unsuitable Soil.
- Installed 450TN of GAB, 2,590 LF of Curb & Gutter, 44LF of Valley Concrete Gutter, 1,163 SY of Sidewalk, 295SY of Concrete Median.
- Installed Signal Modification, (4) Pull Box, Pedestrian Rapid Flashing Beacon Solar Powered (2), Loop Detector, Conduits, Directional Boreing.
- Construct 8' Knee Wall (290LF).
- Installed 350TN of Asphalt paving surface course – 1.5" Thick super pave 12.5mm. 60TN of Asphalt paving surface course – 2" Thick Super pave 9.5mm. Mill Asphalt Paving 4,000 SY. Striping, as Necessary.
- Landscaping – Installed Sodding



DAF Concrete

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9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

MT-02 Ashford Dunwoody/Montgomery Elementary Improvement

Contract No. MT-02

Bid Owner: City of Brookhaven

County Representative:

Don Sherrill – **City Engineer**

Office Phone: (404) 637-0682

Email: don.sherrill@brookhavenga.gov

Location: Ashford Dunwoody Rd ()

Original Contract Price: \$694,662.50

Change Order: \$100,895.45

Final Amount: \$771,772.76

Contract was **Bonded** by Auto Owners Insurance Company.

Date Work Begin: 5/1/2020

Date Completed: 12/3/2020

Project Description:

- Clearing, Grubbing, Tree Removal & Removal of Unsuitable Soil.
- Installed 379 CY of GAB, 1,810 LF of Curb & Gutter, 93LF of Valley Concrete Gutter, 1,420 SY of Sidewalk, 40 SY of Concrete Median, 44SY of Concrete Driveway.
- Installed Traffic Signal Modification, Steel Strain Pole (2), Loop Detector, Conduits, Directional Boreing.
- Construct Class A Concrete Wall Reinforced Steel (17 CY).
- Installed 540TN of Asphalt paving surface course – 1.5" Thick super pave 12.5mm. 89TN of Asphalt paving surface course – 2" Thick Super pave 9.5mm. Mill Asphalt Paving 5,720 SY. Striping as Necessary.
- Adjust Water Meters and Water Hydrant to Grade.
- Installed Custom Waste Receptable and Trash Bin.
- Landscaping – Installed Sodding



DAF Concrete

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9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

Elmdale Road Sidewalks Improvements Project

ITB #2020-014

Bid Owner: City of Tucker

County Representative:

Sam Durrance – **Construction Supervisor**

Email: sdurrance@tuckerga.gov

Ken Hilderbrandt – **P.E., PTOE City Engineer**

Office Phone: (770) 865-5645

Email: khildebrandt@tuckerga.gov

Location: Elmdale Road (2165 to Lawrenceville Hwy) Tucker, GA

Original Contract Price: \$320,635.00

Completed Total of Contract:

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 12/23/2020

Date of Completion: 80% Completed as 4/16/2021

Project Description:

- Installed 1320 LF of Storm Drain – RCP, 2100 LF of Curb & Gutter, 1600 SY of 4" Sidewalk, 300 SY of 6"- 8" Concrete Valley Gutter with Curb. Raised Water Meters to Grade.
- Build a CLASS A CONCRETE, INCL REINF STEEL, ASHLAR STONE FINISH (35 CY)
- Finished with necessary Striping and Signage.
- Installed Storm Sewer Manholes TP1 (2 EA)
- Landscaping – Installed 1,900 SY of Sod along the right a way. Mulch is necessary areas.



DAF Concrete

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9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Nuckolls Road Sidewalk Improvements

ITB 18-69-3150

Bid Owner: Forsyth County Procurement Department

County Representative:

Charlie Crowe – **Construction Supervisor**

Office Phone: (770) 781-2165

Email: cdcrowe@forsythco.com

Donna Kukarola – **Procurement Director**

Office Phone: (770) 888-8872

Email: dhkukarola@forsythco.com

Location: Nuckolls Rd (Buford Dam Rd to Buford Hwy) Cumming, GA

Original Contract Price: \$1,404,593.00

Completed Total of Contract: \$1,320,752.61

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 4/1/2019

Date of Completion: 3/12/2020

Project Description:

- Installed 3196 LF of Storm Drain – RCP, 1,118 TN of GAB, 8,300 LF of Curb & Gutter, 3956 SY of 4" Sidewalk, 353 SY of 6" - 8" Driveway.
- Build a CLASS A CONCRETE, INCL REINF STEEL, ASHLAR STONE FINISH (389 CY) and 1,500 SF MSE Wall (Modular Wall)
- Paved section of Nuckolls using 55TN of Rec.Asph.Conc.25MM, 30TN of Rec.Asph.Conc.12.5MM, 40TN of Rec.Asph.Conc.19MM. Finished with necessary Striping.
- Landscaping – Installed 3,696 of Sod in the 2FT beauty strip along the Sidewalk and Right a way. Mulch is necessary areas.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Nichols Road & Nichols Drive Sidewalk Improvements

ITB 18-31-3150

Bid Owner: Forsyth County Procurement Department

County Representative:

Charlie Crowe – **Construction Supervisor**

Office Phone: (770) 781-2165

Email: cdcrowe@forsythco.com

Donna Kukarola – **Procurement Director**

Office Phone: (770) 888-8872

Email: dhkukarola@forsythco.com

Location: Nichols Rd (Summerwinf Way to Nichols Dr.) Nichols Dr. (Nichols Rd to James Burgess)
Suwanee, GA

Original Contract Price: \$680,915.00

Completed Total of Contract: \$593,406.75

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 10/1/2018

Date of Completion: 2/11/2019

Project Description:

- Installed 1,474 LF of Storm Drain – RCP, 710TN of GAB, 6,531 LF of Curb & Gutter, 3,427 SY of 4" Sidewalk, 597 SY of 6"- 8" Driveway.
- Build a CLASS B CONCRETE, ASHLAR STONE FINISH (2CY)
- Paved section of Nichols Drive using 14TN of Rec.Asph.Conc.12.5MM. Finished with necessary Striping.
- Landscaping – Installed 1,200SY of Sod in the 2FT beauty strip along the Sidewalk and Right a way. Mulch is necessary areas.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Echols Road Sidewalk Improvements

ITB 18-72-3150

Bid Owner: Forsyth County Procurement Department

County Representative:

Charlie Crowe – **Construction Supervisor**

Office Phone: (770) 781-2165

Email: cdcrowe@forsythco.com

Donna Kukarola – **Procurement Director**

Office Phone: (770) 888-8872

Email: dhkukarola@forsythco.com

Location: Nuckolls Rd (Buford Dam Rd to Buford Hwy) Cumming, GA

Original Contract Price: \$955,025.00

Completed Total of Contract: \$900,877.95

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 11/27/2018

Date of Completion: 12/30/2019

Project Description:

- Installed 2,792LF of Storm Drain – RCP, 900 TN of GAB, 7,838 LF of Curb & Gutter, 4,366 SY of 4" Sidewalk, 308 SY of 6" - 8" Driveway.
- Paved section of Nichols Drive using 23TN of Rec.Asph.Conc.12.5MM. Finished with necessary Striping.
- Landscaping – Installed 1,726SY of Sod in the 2FT beauty strip along the Sidewalk and Right a way. Mulch is necessary areas.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

EP-207 W Taylor Ave Sidewalks

Contract No. #2020-1721

Bid Owner: City of East Point

County Representative:

Cadell Hall – **Transportation Division Manager**

Office Phone: (404) 291-7245

Email: chall@eastpointcity.org

Location: Taylor Ave. (Washington Rd to Main St.) East Point, GA

Original Contract Price: \$178,194.00

Change Order: \$97,004.00

Completed Total of Contract: \$250,565.00

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 11/4/2019

Date of Completion: 4/28/2020

Project Description:

- Removed Existing Curb, Rough Grading, Fine Grading, And Removal of Debris.
- Installed 6,989 LF of Curb & Gutter, 2,336 SY of 4" Sidewalk, 1,002 SY of 6"- 8" Concrete Driveway. Raised Water Meters to Grade.
- Build a Retaining Wall with Brick Face. (1,160 SF)
- Striping and Signage.
- Installed Galv Steel Handrail, 2in, Round.
- Installed Storm Sewer Manholes TP1 (7 EA)
- Landscaping – Installed Permanent Grassing.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Washington Rd. Sidewalks – Carmel Dr. to Chestnut Dr.

Contract No. #2020-1737

Bid Owner: City of East Point

County Representative:

Cadell Hall – **Transportation Division Manager**

Office Phone: (404) 291-7245

Email: chall@eastpointcity.org

Location: Washington Road (Carmel Drive to Chestnut Drive) East Point, GA

Original Contract Price: \$66,182.50

Final Total: \$66,582.50

Contract was **Bonded** by Nationwide Mutual Insurance Company.

Date Work Begin: 8/10/2020

Date Completed: 1/20/2021

Project Description:

- Removed and Replace Sidewalk, Curb and Driveways along Washington Road.
- Raise Water Meters to Grade.
- Build a Retaining Wall with Brick Face. (1,160 SF)
- Installed Signal Modification, (4) Pull Box, Pedestrian Rapid Flashing Beacon Solar Powered (2), Loop Detector, Conduits, Directional Boreing.
- Striping and Signage.
- Installed Galv Steel Handrail, 2in, Round.
- Installed Storm Sewer Manholes TP1 (7 EA)
- Landscaping – Installed Permanent Grassing.



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

Asphalt Paving, Striping & Overlay Services

ITB #18-752-040

Bid Owner: Dekalb County School District

County Representative:

Fred Schofield – **Skill Trade Supervisors**

Office Phone: (678) 676-1408

Email: fred_r_schoenfeld_jr@dekalbschoolsga.org

Location: Various Road

Original Contract Price: Unit Pricing for Contract. Renewed for 2nd YR.

Completed Total of Contract: Annual Contract

Contract is not Bonded.

Date Work Begin: 8/31/2020

Date of Completion: 8/31/2021

Project Description:

- Repave & Striping Various Road and Parking lots for Dekalb County School District.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/24/2021 17:28:03

BUSINESS INFORMATION

BUSINESS NAME : D A F CONCRETE, INC.
CONTROL NUMBER : 0369612
BUSINESS TYPE : Domestic Profit Corporation

ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 212 HICKS DRIVE, MARIETTA, GA, 30060, USA

REGISTERED AGENT NAME : ANTONIO SANCHEZ

REGISTERED OFFICE ADDRESS : 212 HICKS DRIVE, MARIETTA, GA, 30060, USA

REGISTERED OFFICE COUNTY : Cobb

OFFICER	TITLE	ADDRESS
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ANTONIO SANCHEZ	Secretary	212 HICKS DRIVE, Marietta, GA, 30060, USA
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ANTONIO SANCHEZ	CEO	212 HICKS DRIVE, Marietta, GA, 30060, USA
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ANTONIO SANCHEZ	CFO	212 HICKS DRIVE, Marietta, GA, 30060, USA
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UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 212 HICKS DRIVE, MARIETTA, GA, 30060, USA

REGISTERED AGENT NAME : ANTONIO SANCHEZ

REGISTERED OFFICE ADDRESS : 212 HICKS DRIVE, MARIETTA, GA, 30060, USA

REGISTERED OFFICE COUNTY : Cobb

OFFICER	TITLE	ADDRESS
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ANTONIO SANCHEZ	Secretary	212 HICKS DRIVE, Marietta, GA, 30060, USA
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ANTONIO SANCHEZ	CEO	212 HICKS DRIVE, Marietta, GA, 30060, USA
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ANTONIO SANCHEZ	CFO	212 HICKS DRIVE, Marietta, GA, 30060, USA
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AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Antonio Sanchez

AUTHORIZER TITLE : Officer

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

CONTROL NUMBER: 0369612
EFFECTIVE DATE: 12/10/2003
JURISDICTION : GEORGIA
REFERENCE : 0167
PRINT DATE : 12/23/2003
FORM NUMBER : 311

THEODORE A. SCOTT
SCOTT, SCOTT & SCOTT, P.C.
1322 COLUMBIA DRIVE
DECATUR, GA 30032

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

D A F CONCRETE, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: \$165,000.00

FROM ACCOUNT: SEE FISCAL IMPACT BELOW

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-0025 JANITORIAL
MAINTENANCE SERVICES- INTERCONTINENTAL COMMERCIAL SERVICES, INC.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2020-0025, Janitorial Maintenance Services with Intercontinental Commercial Services, Inc.

The Contract was approved by Council on April 12th, 2021. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval to renew the term Contract pursuant to Request For Proposal (RFP) Number 2020-0025 Janitorial Maintenance Services with Intercontinental Commercial Services, Inc, and the City of Stockbridge, in the annual estimated amount of \$165,000, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. This is the first renewal.

The scope of services for this contract includes but is not limited to maintaining floors, Chairs, trash receptacles, light-weight furniture mopping, the floor, floor sweeping, is required prior to mopping, carpet type entrance wiping, Waste Diversion Program Paper Recycling and daily wipe downs and disinfecting services to combat COVID-19.

The contract expires December 31, 2021. The Public Works Department is requesting a contract renewal through December 2022, and the Procurement renewal process of this contract was approved by the City Manager.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Exhibit I – Contract Agreement

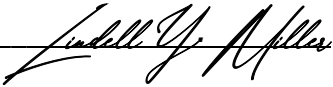
Exhibit II – Request For Proposal

Fiscal Impact:

100-15650-522321	FACILITY CLEANING CITY HALL	52,000.00
100-15650-522322	FACILITY CLEANING MMCC	43,000.00
100-15650-522323	FACILITY CLEANING TSCC	15,000.00
100-15650-522324	FACILITY CLEANING MUNICIPAL COURT	21,000.00
100-15650-522325	FACILITY CLEANING MAINTENANCE SHOP	11,000.00
100-15650-522326	FACILITY CLEANING WWTP	8,000.00
100-15650-522319	FACILITY CLEANING PUBLIC WORKS BLDG	15,000.00
TOTAL		165,000.00

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

**SERVICE AGREEMENT
BY AND BETWEEN
INTERCONTINENTAL COMMERCIAL SERVICES, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 12th day of April 2021, by and between Intercontinental Commercial Services, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services for janitorial maintenance services pursuant to City RFP No. 2020-0025 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall be for one (1) year, commencing on the date of execution stated above, and the City shall have the option to renew for four (4), one (1) year periods, with such option being in the City's sole discretion. If the City desires to exercise the option stated herein, the City shall provide thirty (30) days advance written notice to the Contractor of the City's intent to exercise the option. The provisions of Section 2(c) and the RFP shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in the "Scope of Work" and related proposals submitted in response to City RFP No. 2020-0025. The Scope of Work is attached hereto as Exhibit A. The RFP, including all terms and conditions stated therein, the CONTRACTOR'S proposal(s), and any amendments to the RFP are all incorporated herein by reference and made a part of this Contract.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, 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 set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

Intercontinental Commercial Services, Inc.

By: Kelly B. Adams

CITY OF STOCKBRIDGE, GEORGIA

By: Proby Lord

ATTEST:

Caress Holiday
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



**REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES**





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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EXHIBIT – REQUIRED CERTIFICATIONS/ATTACHMENTS FORM	
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FORM 2 NON-COLLUSION SUB-CONTRACTOR	
FORM 3 CERTIFICATION REGARDING DEBARMENT	
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FORM 10 GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT	
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FORM 12 CERTIFICATE OF ACCEPTANCE	

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES**

Thursday, October 22, 2020

INTRODUCTION

PURPOSE

Scope of Services

The scope of work of this contract will include complete janitorial services for the City of Stockbridge, which are listed within this proposal, from a certified, bonded Contractor. Additionally, the City will need a Contractor that can perform daily wipe downs and disinfecting services to combat COVID-19.

The City currently has seven (7) locations that require janitorial services. The total square footage to be serviced is approximately ninety thousand (90,000) square feet. This number is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful Contractor will be required to provide quality service with minimal service call backs.

COVID-19

During this COVID-19 public health pandemic, the Contractor will be expected and required to follow all Center for Disease Control (CDC) cleaning requirements. This includes, but is not limited to, frequent disinfecting of all high-touch surfaces. Areas shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of facilities. The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number and are EPA approved for COVID-19 disinfection.

The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations, Interim Recommendations for US Community Facilities with Suspected/Confirmed COVID-19. Furthermore, the Contractor will provide a copy of their COVID- 19 cleaning Standard Operating Procedures (SOP).

Personnel

- Project Manager. The Contractor shall provide a Project Manager, along with an alternate Project Manager, who shall be responsible for the performance of the work. The names of these persons shall be designated in writing to the City.

The Project Manager shall be available during the hours from 8:00 A.M. - 5:00 P.M. to meet with the City's representative to discuss problem areas. The Project Manager shall also be available by telephone after hours to respond to defective performances and respond within twenty-four (24) hours regarding all other inquiries during regular business hours. The Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control, and management availability. The Project Manager and alternate must be able to fluently read, write, speak, and understand English.

Supervision. The Contractor shall provide employee supervision during all cleaning hours to assure that cleaning tasks are performed to the standards set forth herein. The Contractor shall provide the City with the Supervisor's cell phone number in the event of performance issues or other problems during the work shift and must respond to a call within thirty (30) minutes. The Supervisor must be able to read, write, speak, and understand English.

- Employees. The Contractor's personnel shall present a neat appearance and wear work uniforms bearing the name of the company and the employee's name. Personnel not so attired shall not be permitted to work under this contract until properly uniformed. The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest. No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed on City premises during the performance of services under this contract.

The Contractor shall insure that all its employees abide by the following rules:

- Contractor's employees shall be of good integrity and character.
- Contractor's employees shall not disturb any papers, boxes, personal items, or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
- Contractor's employees shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report such loss or damage, within twenty-four (24) hours to the City or its representative in writing, specifying the location and extent of the loss or damage. Failure to report such loss or damage, as required, may be construed as default of the contract.

- Contractor's employees shall not open drawers or file cabinets. Telephones may be used only in emergency situations.
 - Contractor's employees shall not leave keys in doors. Exterior doors shall not be propped open. The Contractor shall not admit anyone into any building or office who is not a designated employee of the Contractor. All doors that were unlocked upon entry will be immediately re-locked. Doors will be re-locked upon exiting.
 - Contractor's employees shall not move or use copy machines or other office machines unless specifically requested by the City or its representative.
 - Contractor's employees shall not engage in idle or unnecessary conversation with City employees, other employees of the Contractor, or visitors to the building.
 - Contractor's employees shall not remove any article or materials from the premises, whatever its value. This is to include the contents of any item in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
 - Contractor's employees shall abide by the rules and regulations set forth by the City, which affect the performance of the work.
 - Each employee shall have at least six (6) months to one year of experience as a janitorial employee. Supervisory employees shall have at least one year of experience as a cleaning Supervisor.
 - Contractor's employees shall only eat or drink in designated break areas. No smoking in any of the City's facilities.
 - The Contractor shall immediately remove from the job and replace any employee who fails to abide by these, or other rules established by the City or who the City otherwise determines to be unacceptable.
- Personnel. Personnel are required to undergo an extensive background check in order to work in City Buildings. The Contractor shall provide a current background check on each individual that will be working in the buildings no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the City before any Contractor employee may begin work. The Contractor is responsible for any costs associated with this action. If the individual has not been a resident in Georgia for twelve (12) months, then a check should be done from their previous residence. The City reserves the right to reject any proposed custodial personnel based on background check information.

Quality Control

1. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the City prior to the start of services under the contract. An updated copy must be provided to the City as changes occur. The program will include, but not be limited to the following:

- An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
- A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
- A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the City upon request at any time during the life of the contract.
- At least once each month at each facility, the Contractor will meet with the City's representative to inspect the facility using a quality control evaluation form.

Physical Security

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired by the Contractor to the condition existing before the damage or be replaced, as determined by the City. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. The City reserves the right to select or approve the person/company doing the repair and the materials used.

The Contractor shall be responsible for securing all areas where services are performed by closing and locking all windows, doors, and gates and by extinguishing all lights, except those lights designated to be left on.

Key Control. The Contractor shall establish and implement methods of ensuring that all keys and security codes issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the City. The Contractor shall develop key control procedures that will be included in the Contractor's Quality Control Plan. The Contractor shall promptly report lost key(s) to the City.

The City may require the Contractor to replace, re-key, or reimburse the City for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost deducted from the Contractor's monthly payment.

Energy Saving Practices

The Contractor shall instruct employees in energy saving practices, including:

- Lights shall be used only in areas where and when work is actually being performed. Lights shall be controlled by using switches and not circuit breakers.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor's employees.
- Water faucets or valves shall be turned off after the required usage has been accomplished.

Lost and Found Property

The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the City's representative.

Equipment and Supplies

The Contractor shall provide all equipment and cleaning supplies necessary to accomplish the janitorial services required by this contract.

- Equipment. The Contractor shall use equipment and supplies that are of the quality, size, and durability normally used in the industry for the performance of similar janitorial services. The City's representative will review and approve this list prior to commencing services. All equipment and supplies shall be equal to or exceed those listed below and shall be of adequate quantities to provide readily available stock to perform the required service. The City's representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety, and performance. Items determined not in compliance will be removed and replaced with suitable equipment by the Contractor.
- Carpet Cleaner/Equipment. Shall be used as recommended by the carpet manufacturer.
- Disinfectants. Quaternary type or Hydrogen Peroxide based cleaners shall be used for sinks and general bathroom cleaning.
- Extension Cords. Commercial, heavy duty, three-way conductor (with ground) flexible cord suited for use in wet areas shall be used.
- Floor finishes. Commercial quality metal – interlock floor finish shall be used when refinishing hard floors. Sealers and floor finishes are to be approved by the City prior to application.

Supplies

- Cleaning Supplies. The Contractor shall provide all cleaning supplies necessary to accomplish the required services. These cleaning supplies shall conform to contract requirement and industry standards for the type of cleaning being accomplished. All containers including secondary containers (spray bottles) shall be labeled.
- Restroom Supplies. The Contractor shall provide paper hand towels, toilet paper, toilet seat covers, and hand soap as required. Quality of paper products are to be approved by the City and must be made of one hundred (100%) percent recycled materials.
- Trash Can Liners. The Contractor shall provide plastic trash can liners for use in all restrooms and other areas receiving basic cleaning services. The liners shall be sized to adequately fit the trash cans.

Storage Areas

- Storage facilities will be provided at no cost to the Contractor within the buildings being serviced to store equipment and supplies, pending availability. The Contractor shall store

in these areas only equipment/supplies used for this contract. The Contractor shall be responsible for maintaining these areas in a clean, orderly manner. No combustibles, flammables, corrosives, or explosives shall be stored in these areas.

- SDS. The Contractor shall provide Material Safety Data Sheets for all chemicals used in City buildings and facilities. The Contractor will maintain an SDS binder in each facility's custodial storage closet for products used and/or stored in that facility.

Performance Standards

The following basic cleaning services shall be provided by the Contractor for the buildings and frequencies specified in Appendix A:

- Maintain Floors. Floor maintenance consists of sweeping, vacuuming, and mopping. Chairs, trash receptacles, light-weight furniture and other easily moved furnishings shall be tilted or moved to maintain floors underneath. All floors, stairways and storage areas shall be swept/mopped/vacuumed when required to maintain them in a clean appearance and condition. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt or standing water. Floor sweeping is required prior to mopping. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands remaining in the area. Neither wood nor carpeted floors shall be wet mopped. After vacuuming, carpeted floors shall be free of visible dust, dirt, debris, staples/paper clips with no spillages or stains.
- Walk-Off Mats. Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
- Waste Diversion Program. A waste diversion program will be in place during the term of this contract. All City facilities will have waste bins labeled with these two (2) separate waste streams: Paper Recycling, Comingle Recycling (the bins may also be labeled as "Metals, Plastics and Glass", or as "Bottles and Cans"). Some facilities may also have cardboard. The Contractor must keep these sorted waste materials separate when servicing waste bins and must place them into the appropriate bins provided by the City's contract waste hauler.
 - Paper recycling bins and paper shredders need to be emptied throughout facilities and need to go into the paper recycling cart.
 - Comingle recycle bins (bins labeled as "Metals, Plastics and Glass" or "Bottles and Cans") need to be emptied throughout facilities and need to go into the "Glass, Plastic and Metals" recycling cart.
 - Trash cans shall be emptied, and the contents disposed in the City's dumpster located at each facility.

- Cardboard boxes shall be broken down and placed next to waste hauler's carts or into the cardboard recycling bin (if present).
- Low Dusting. Low dusting is the removal of all dust, lint, litter, and dry soil from the horizontal surfaces of desks, chairs, file cabinets, book shelves, tables, and other types of office furniture and equipment and from horizontal ledges, window sills, hand rails, etc. to a line seven (7) feet above floor level.
- Glass. Includes spot cleaning all glass desk tops, walls, partitions, interior office windows, interior and exterior door glass, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning, there shall be no traces of fingerprints and smudges.
- Drinking Fountains. Disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
- Spot Cleaning. Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furnishings, and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break rooms, and drinking fountains. Brass hardware, aluminum bars, handrails, and other metal on stairs or doors, shall be polished with a polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- Grounds Cleaning. Landings, entrances, and interior courts shall be free of trash and refuse. Paper, empty bottles, and cans shall be removed and recycled appropriately. Remove cobwebs and dust from entryway eaves and canopies.
- Restroom/Shower Room Cleaning. After cleaning, the restrooms will be clean and sanitary. The following actions shall be performed as minimum to accomplish these results:
 - Completely damp-clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, mirrors, chrome surfaces, and other such surfaces, using a germicidal detergent/cleaner.
 - Disinfect all surfaces of partitions, stalls, stall doors, shower walls/floors and wall areas adjacent to wall mounted lavatories, urinals, toilets, and locker room wet area mats.
 - De-scale toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Re-supply restroom. Restrooms shall be stocked so that supplies do not run out prior to next servicing. Toilet paper rolls that are less than fifty (50%) percent full shall be removed and replaced with a full roll. Partial rolls of toilet paper shall not be left on top of the dispenser.
 - Mop floors using germicidal detergent/cleaner solution.

- Table Cleaning. Tables shall be damp cloth cleaned to remove dust, smudges, fingerprints, marks, streaks, etc.

Periodic Cleaning Services

Periodic cleaning services shall be provided by the Contractor in accordance with the frequencies as specified in Appendix A.

- Floor Finishing (Waxing). All appropriate hard-surfaced floors shall be stripped, sealed, and waxed to maintain floors in a clean, clear glossy appearance. As a part of this practice, old wax shall be stripped from the floor surfaces, including corners and edges, to prevent wax buildup and "yellowing". In addition to the above, all floors shall be waxed/buffed in accordance with a schedule prepared by the Contractor and approved by the City. Waxing/buffing includes combination techniques of dry buffing/burnishing, spray buffing, stripping, and waxing to achieve required results. Sections and/or entire floor surfaces shall be treated to maintain standards. Floor waxing/buffing shall only be performed on previously cleaned surfaces. Upon completion of waxing/buffing, all wax, dust, or other residues shall be removed from walls, baseboards, and other furnishings. All furnishings shall be returned to proper positions.
- Carpet Shampooing. Carpet shampooing shall be conducted to maintain the carpets in a clean, stain-free, and non- discolored condition. A combination of techniques, including steam and wet/dry solution cleaning, may be used to achieve the required results. After shampooing, all solutions shall be vacuumed from the carpet surfaces and removed from the walls, baseboards, and furnishings. All furnishings shall be returned to their proper locations.
- High Cleaning. These services consist of high dusting and cleaning of ventilator registers.
 - High Dusting. High dusting is the removal of all dust, lint, litter, spider webs, etc. from all walls, sills, ledges, furnishings, light fixtures, ceilings, etc. twelve (12) feet above the floor surface. Venetian blinds, where installed, are also included in high dusting.
 - Clean Ventilator Registers. After cleaning, the registers will be clean and free of streaks and the surrounding wall and ceiling areas shall be free of dirt, dust, grime, etc.
- Interior Glass Cleaning. Thorough cleaning of glass desktops, walls, partitions, interior office windows, interior and exterior doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning there shall be no traces of fingerprints, film, dirt, smudges, water/cleaning residue or other foreign matter.
- Furniture.
 - Shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.

- Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
- Damage to City Facility. Broken or damaged furniture, amenities, plumbing and fixtures or any other further needs of service found or discovered during the course of daily work shall be reported to the City representative during the next business day so that repairs can be made by City staff.
 - Emergency Call-Out Situation. In the event of extreme damage to City property, such as break-in, theft, flooding, fire damage, etc. the Contractor shall call the Henry County Police Department. Any such incidents shall be reported to the City representative during the next business day.
 - Vandalism. Graffiti is to be reported and removed promptly as it occurs from all building interior surfaces and exterior doors. All other acts of vandalism shall be reported to the City representative. Police reports may be required in extreme cases.

Cautions Signs

The Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions to people other than the Contractor's personnel. These signs shall always be used during normal business hours when the Contractor is creating wet or slick floors and/or working with heavy items over seven (7) feet above floor surfaces.

Customer Complaints

- The Contractor shall perform at a quality level that will prevent customer complaints.
- When notified of defective performance, the Contractor shall take such corrective action, within the next business day, as necessary to prevent its recurrence.

Changed Floor Surfaces and Furnishings

- Floor Surfaces. Differing efforts for different types of floor surfaces are assumed; however, no adjustments to the contract prices will be made for changes to floor surfaces. Should the City change the surfaces (i.e., carpet over concrete/tile, removal of carpet, etc.), the Contractor shall change the floor servicing and maintenance requirements, as necessary.
- Furnishings. Density and types of furnishings may be changed to compliment operations; however, the Contractor shall continue to service the areas in accordance with applicable requirements at no adjustment to contract prices.

Addition/Deletion of Facilities/Items

Although this solicitation identifies specific facilities/items, it is hereby agreed and understood that any facilities/items may be added to, and any awarded facility/item may be deleted from this contract at the option of the City. When an addition to the contract is required, the successful bidder(s) under this contract and other suppliers, as deemed necessary shall be invited to submit price quotes for these new facilities/items. If this quote is comparable with market prices offered for similar facilities/items, the supplier(s) and facilities/items shall be added to the contract, if it is in the best interest of the City and an addendum and a separate purchase order or change order shall be issued by the City.

Authorization to Perform Work Outside of Specifications

A company official or authorized agent shall advise the City and/or their representative when work other than that specified within the scope of work is required, with at least two (2) days' notice.

No work outside the scope of work shall be conducted without prior approval of the City and/or their representative. Upon completion of work, which is performed on a daily, weekly, monthly, quarterly, semiannual, or annual basis, this information shall be recorded in the Log.

Bi-Monthly Review Meetings

At no additional expense to the City, the Contractor's owner (company president and/or owner) or other officer or individual as approved by the City and/or their representative, will be available to meet with the City and/or their representative, on a bi-monthly basis for the purpose of reviewing the performance of the contracted workforce and effecting what changes, if any, are necessary.

At no additional cost to the City, upon the need arising as determined by the City and/or their representative, the Contractor's owner or designee will be available to meet with the City and/or their representative to discuss any special problems or concerns. This individual will be available within one working day upon notification.

Minimum Work

The specification requirements cited in this RFP are a minimum and as such, are not intended to limit the successful bidder's requirements to perform all work to the best of his or her ability in an acceptable manner.

Reporting Damages Caused by the Successful Bidder

Any damage caused by the successful bidder shall be reported to the City and/or their representative either in person or in writing. Successful bidder shall be responsible for paying for any and all damages of which may be paid via a credit against monthly billing or by direct payment.

Smoking and Unsafe Acts

All City of Stockbridge facilities are nonsmoking facilities. Safety is a primary concern of the City, and as such, unsafe acts will not be tolerated. Unsafe acts, such as smoking in the facility, will be grounds for immediate termination of the contract.

Water Extraction

The successful bidder shall provide emergency/routine water extracting capability.

Responsibility for Facility Access Cards

The Contractor, upon being issued one or more access cards for their employees for the purpose of gaining access to specified areas, is responsible for the same. It will be the responsibility of the Contractor to collect the access cards from employees who are no longer assigned to work in the City of Stockbridge facilities, as listed herein, and turning them in to the City and/or their representative.

Inventory of Equipment

The Contractor shall maintain an inventory of equipment to be kept on site and submit a copy or subsequent updates of the same to the City. This inventory shall be utilized to verify equipment leaving the facilities for whatever reasons, including such times as the contract is terminated.

Storage Areas

The janitor closets or similar storage areas designated by the City which may be available and utilized by the Contractor shall be kept clean and tidy at all times. All containers are to be kept properly sealed and labeled according to existing OSHA requirements. All exposed liquids are to be discarded immediately. All cleaning materials and supplies are to be stored as to minimize the possibility of spontaneous combustion.

Scavenging

Scavenging by any of the Contractor's personnel is prohibited, and the City may require the removal of any of the Contractor's employees who scavenges.

Emergency Contact Information

The Contractor will provide the City with evening, weekend, and holiday service, as necessary, to cope with events or an emergency situation which threatens public health and safety, as determined by the City. The Contractor will provide phone numbers and e-mail addresses for twenty-four (24) hours, seven (7) days a week, communication.

Furthermore, the Contractor shall have available an individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine for occasions that an individual is not available.

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **November 19, 2020 (3:00 p.m.) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES**

City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: November 19, 2020 (3:00 p.m.) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and may be asked to provide proof of the receipt via email within 3 days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Thursday at 3:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, October 22, 2020
Pre-Proposal Meeting (Non-mandatory) The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx. https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, October 28, 2020 (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Friday, November 6, 2020 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, November 19, 2020 (3:00 p.m., EDT)
Project Manager Events Division – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **November 6, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.

- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify The Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during The question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any

action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be Excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent

to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount **not less than 5% of the total amount** payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement

Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I, II, AND III**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The

City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions,

specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.

- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City.
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTTPs://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.

- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City’s then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the

Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, November 19, 2020 (3:00 pm) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICE
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICE
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal a. The Proposer’s name, mailing address, telephone number and nearest office location. b. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP. c. A statement that the proposal is in response to the RFP for JANITORIAL MAINTENANCE SERVICES	Tab 1

Section 2 – Executive Summary a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.	Tab 2
Section 3 – Project Team Qualifications/Qualifications of Key Personnel Staffing a. Proposer shall provide a team/staff who has a minimum of three (3) years’ experience providing Janitorial Maintenance Services to a governmental entity that is similar in size and scope as the City of Stockbridge. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of JANITORIAL SERVICES. b. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract. c. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically managers and all other personnel to be assigned to this project. d. Include the role and responsibilities that each key personnel member will perform on this project. e. Proposer shall provide an organizational chart/list which clearly indicates each team member assigned with the overall project coordination.	Tab 3

II. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the propose manager and their support team: - Percentage of time key personnel will spend on this project; and - Current workload of key personnel. SEE EXHIBIT I, II AND III DETAILED SCOPE OF SERVICES	
Section 4 – Past Performance Past Performance - Describe proposer’s experience in Janitorial Maintenance Services for the past five (5) years regarding the proposer. Include the following for each project: - Location e. Date of completion (month, year) - Company role and responsibility for the project. - List Proposer’s key personnel involved on the project. - Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.	Tab 4
Section 5 – Technical Approach Proposer shall describe their approach in the Janitorial Maintenance Services: for the City as identified in the Scope of Work (Exhibit I, II, AND III) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the City Janitorial Maintenance Services. Technical Approach/Services: <u>Technical Approach/Services:</u> Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of janitorial maintenance/facility cleaning Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer	Tab 5

Section 6 - Cost Proposal a. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0025 for "JANITORIAL MAINTENANCE SERVICES AND CONSTRUCTION" on the outside of the envelope. b. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. c. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not altered the cost proposal form.	Tab 6
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. c. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	Tab 9

Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	Tab 10
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none.	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT VI, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	Tab 13

PROPOSAL EVALUATION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Project Team Qualifications/Qualifications of Key Personnel Proposer shall provide a team/staff who has a minimum of three (3) years' experience providing janitorial maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of JANITORIAL MAINTENANCE SERVICES. See Detailed Scope of Services and Overview of Proposal Requirements	0-35
2. Technical Approach/Project Management Proposer shall describe their approach in Janitorial Maintenance Services as identified in the Scope of Work (Exhibit I, II, AND III AND SPECIFICATIONS) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the Janitorial Maintenance Services. Technical Approach/Services: • Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of Janitorial Maintenance Services • Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project.	0- 35

3. Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0025 for JANITORIAL MAINTENANCE SERVICES DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. • Responders are required to submit their costs on <i>Cost Proposal Forms</i>. Responder shall not alter the cost proposal form.	0- 30
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

(Lowest Overall Cost /Proposer's Price) x 30 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES

Scope of Services

The scope of work of this contract will include complete janitorial services for the City of Stockbridge, which are listed within this proposal, from a certified, bonded Contractor. Additionally, the City will need a Contractor that can perform daily wipe downs and disinfecting services to combat COVID-19.

The City currently has seven (7) locations that require janitorial services. The total square footage to be serviced is approximately ninety thousand (90,000) square feet. This number is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful Contractor will be required to provide quality service with minimal service call backs.

COVID-19

During this COVID-19 public health pandemic, the Contractor will be expected and required to follow all Center for Disease Control (CDC) cleaning requirements. This includes, but is not limited to, frequent disinfecting of all high-touch surfaces. Areas shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of facilities. The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number and are EPA approved for COVID-19 disinfection.

The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations, Interim Recommendations for US Community Facilities with Suspected/Confirmed COVID-19. Furthermore, the Contractor will provide a copy of their COVID- 19 cleaning Standard Operating Procedures (SOP).

Personnel

- ***Project Manager.*** The Contractor shall provide a Project Manager, along with an alternate Project Manager, who shall be responsible for the performance of the work. The names of these persons shall be designated in writing to the City. The Project Manager shall be available during the hours from 8:00 A.M. - 5:00 P.M. to meet with the City's representative to discuss problem areas. The Project Manager shall also be available by telephone after hours to respond to defective performances and respond within twenty-four (24) hours regarding all other inquiries during regular business hours. The Contractor shall provide management services, including but not limited to employee

supervision, work scheduling, supplies control, quality control, and management availability. The Project Manager and alternate must be able to fluently read, write, speak, and understand English.

Supervision. The Contractor shall provide employee supervision during all cleaning hours to assure that cleaning tasks are performed to the standards set forth herein. The Contractor shall provide the City with the Supervisor's cell phone number in the event of performance issues or other problems during the work shift and must respond to a call within thirty (30) minutes. The Supervisor must be able to read, write, speak, and understand English.

- Employees. The Contractor's personnel shall present a neat appearance and wear work uniforms bearing the name of the company and the employee's name. Personnel not so attired shall not be permitted to work under this contract until properly uniformed. The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest. No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed on City premises during the performance of services under this contract.

The Contractor shall insure that all its employees abide by the following rules:

- Contractor's employees shall be of good integrity and character.
- Contractor's employees shall not disturb any papers, boxes, personal items, or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
- Contractor's employees shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report such loss or damage, within twenty-four (24) hours to the City or its representative in writing, specifying the location and extent of the loss or damage. Failure to report such loss or damage, as required, may be construed as default of the contract.
- Contractor's employees shall not open drawers or file cabinets. Telephones may be used only in emergency situations.
- Contractor's employees shall not leave keys in doors. Exterior doors shall not be propped open. The Contractor shall not admit anyone into any building or office who is not a designated employee of the Contractor. All doors that were unlocked upon entry will be immediately re-locked. Doors will be re-locked upon exiting.
- Contractor's employees shall not move or use copy machines or other office machines unless specifically requested by the City or its representative.
- Contractor's employees shall not engage in idle or unnecessary conversation with City employees, other employees of the Contractor, or visitors to the building.

- Contractor's employees shall not remove any article or materials from the premises, whatever its value. This is to include the contents of any item in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
- Contractor's employees shall abide by the rules and regulations set forth by the City, which affect the performance of the work.
- Each employee shall have at least six (6) months to one year of experience as a janitorial employee. Supervisory employees shall have at least one year of experience as a cleaning Supervisor.
- Contractor's employees shall only eat or drink in designated break areas. No smoking in any of the City's facilities.
- The Contractor shall immediately remove from the job and replace any employee who fails to abide by these, or other rules established by the City or who the City otherwise determines to be unacceptable.
- Personnel. Personnel are required to undergo an extensive background check in order to work in City Buildings. The Contractor shall provide a current background check on each individual that will be working in the buildings no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the City before any Contractor employee may begin work. The Contractor is responsible for any costs associated with this action. If the individual has not been a resident in Georgia for twelve (12) months, then a check should be done from their previous residence. The City reserves the right to reject any proposed custodial personnel based on background check information.

Quality Control

1. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the City prior to the start of services under the contract. An updated copy must be provided to the City as changes occur. The program will include, but not be limited to the following:
 - An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
 - A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
 - A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the City upon request at any time during the life of the contract.
 - At least once each month at each facility, the Contractor will meet with the City's representative to inspect the facility using a quality control evaluation form.

Physical Security

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired by the Contractor to the condition existing before the damage or be replaced, as determined by the City. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. The City reserves the right to select or approve the person/company doing the repair and the materials used.

The Contractor shall be responsible for securing all areas where services are performed by closing and locking all windows, doors, and gates and by extinguishing all lights, except those lights designated to be left on.

Key Control. The Contractor shall establish and implement methods of ensuring that all keys and security codes issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the City. The Contractor shall develop key control procedures that will be included in the Contractor's Quality Control Plan. The Contractor shall promptly report lost key(s) to the City.

The City may require the Contractor to replace, re-key, or reimburse the City for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost deducted from the Contractor's monthly payment.

Energy Saving Practices

The Contractor shall instruct employees in energy saving practices, including:

- Lights shall be used only in areas where and when work is actually being performed. Lights shall be controlled by using switches and not circuit breakers.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor's employees.
- Water faucets or valves shall be turned off after the required usage has been accomplished.

Lost and Found Property

The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the City's representative.

Equipment and Supplies

The Contractor shall provide all equipment and cleaning supplies necessary to accomplish the janitorial services required by this contract.

- **Equipment.** The Contractor shall use equipment and supplies that are of the quality, size, and durability normally used in the industry for the performance of similar janitorial

services. The City's representative will review and approve this list prior to commencing services. All equipment and supplies shall be equal to or exceed those listed below and shall be of adequate quantities to provide readily available stock to perform the required service. The City's representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety, and performance. Items determined not in compliance will be removed and replaced with suitable equipment by the Contractor.

- Carpet Cleaner/Equipment. Shall be used as recommended by the carpet manufacturer.
- Disinfectants. Quaternary type or Hydrogen Peroxide based cleaners shall be used for sinks and general bathroom cleaning.
- Extension Cords. Commercial, heavy duty, three-way conductor (with ground) flexible cord suited for use in wet areas shall be used.
- Floor finishes. Commercial quality metal – interlock floor finish shall be used when refinishing hard floors. Sealers and floor finishes are to be approved by the City prior to application.

Supplies

- Cleaning Supplies. The Contractor shall provide all cleaning supplies necessary to accomplish the required services. These cleaning supplies shall conform to contract requirement and industry standards for the type of cleaning being accomplished. All containers including secondary containers (spray bottles) shall be labeled.
- Restroom Supplies. The Contractor shall provide paper hand towels, toilet paper, toilet seat covers, and hand soap as required. Quality of paper products are to be approved by the City and must be made of one hundred (**100%**) percent recycled materials.
- Trash Can Liners. The Contractor shall provide plastic trash can liners for use in all restrooms and other areas receiving basic cleaning services. The liners shall be sized to adequately fit the trash cans.

Storage Areas

- Storage facilities will be provided at no cost to the Contractor within the buildings being serviced to store equipment and supplies, pending availability. The Contractor shall store in these areas only equipment/supplies used for this contract. The Contractor shall be responsible for maintaining these areas in a clean, orderly manner. No combustibles, flammables, corrosives, or explosives shall be stored in these areas.
- SDS. The Contractor shall provide Material Safety Data Sheets for all chemicals used in City buildings and facilities. The Contractor will maintain an SDS binder in each facility's custodial storage closet for products used and/or stored in that facility.

Performance Standards

The following basic cleaning services shall be provided by the Contractor for the buildings and frequencies specified in Appendix A:

- **Maintain Floors.** Floor maintenance consists of sweeping, vacuuming, and mopping. Chairs, trash receptacles, light-weight furniture and other easily moved furnishings shall be tilted or moved to maintain floors underneath. All floors, stairways and storage areas shall be swept/mopped/vacuumed when required to maintain them in a clean appearance and condition. After mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, or evidence of remaining dirt or standing water. Floor sweeping is required prior to mopping. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands remaining in the area. Neither wood nor carpeted floors shall be wet mopped. After vacuuming, carpeted floors shall be free of visible dust, dirt, debris, staples/paper clips with no spillages or stains.
- **Walk-Off Mats.** Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
- **Waste Diversion Program.** A waste diversion program will be in place during the term of this contract. All City facilities will have waste bins labeled with these two (2) separate waste streams: Paper Recycling, Comingle Recycling (the bins may also be labeled as “Metals, Plastics and Glass”, or as “Bottles and Cans”). Some facilities may also have cardboard. The Contractor must keep these sorted waste materials separate when servicing waste bins and must place them into the appropriate bins provided by the City’s contract waste hauler.
 - Paper recycling bins and paper shredders need to be emptied throughout facilities and need to go into the paper recycling cart.
 - Comingle recycle bins (bins labeled as “Metals, Plastics and Glass” or “Bottles and Cans”) need to be emptied throughout facilities and need to go into the “Glass, Plastic and Metals” recycling cart.
 - Trash cans shall be emptied, and the contents disposed in the City’s dumpster located at each facility.
 - Cardboard boxes shall be broken down and placed next to waste hauler’s carts or into the cardboard recycling bin (if present).
- **Low Dusting.** Low dusting is the removal of all dust, lint, litter, and dry soil from the horizontal surfaces of desks, chairs, file cabinets, book shelves, tables, and other types of office furniture and equipment and from horizontal ledges, window sills, hand rails, etc. to a line seven (7) feet above floor level.

- Glass. Includes spot cleaning all glass desk tops, walls, partitions, interior office windows, interior and exterior door glass, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning, there shall be no traces of fingerprints and smudges.
- Drinking Fountains. Disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
- Spot Cleaning. Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furnishings, and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break rooms, and drinking fountains. Brass hardware, aluminum bars, handrails, and other metal on stairs or doors, shall be polished with a polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- Grounds Cleaning. Landings, entrances, and interior courts shall be free of trash and refuse. Paper, empty bottles, and cans shall be removed and recycled appropriately. Remove cobwebs and dust from entryway eaves and canopies.
- Restroom/Shower Room Cleaning. After cleaning, the restrooms will be clean and sanitary. The following actions shall be performed as minimum to accomplish these results:
 - Completely damp-clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, mirrors, chrome surfaces, and other such surfaces, using a germicidal detergent/cleaner.
 - Disinfect all surfaces of partitions, stalls, stall doors, shower walls/floors and wall areas adjacent to wall mounted lavatories, urinals, toilets, and locker room wet area mats.
 - De-scale toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Re-supply restroom. Restrooms shall be stocked so that supplies do not run out prior to next servicing. Toilet paper rolls that are less than fifty (50%) percent full shall be removed and replaced with a full roll. Partial rolls of toilet paper shall not be left on top of the dispenser.
 - Mop floors using germicidal detergent/cleaner solution.
- Table Cleaning. Tables shall be damp cloth cleaned to remove dust, smudges, fingerprints, marks, streaks, etc.

Periodic Cleaning Services

Periodic cleaning services shall be provided by the Contractor in accordance with the frequencies as specified in Appendix A.

- **Floor Finishing (Waxing).** All appropriate hard-surfaced floors shall be stripped, sealed, and waxed to maintain floors in a clean, clear glossy appearance. As a part of this practice, old wax shall be stripped from the floor surfaces, including corners and edges, to prevent wax buildup and "yellowing". In addition to the above, all floors shall be waxed/buffed in accordance with a schedule prepared by the Contractor and approved by the City. Waxing/buffing includes combination techniques of dry buffing/burnishing, spray buffing, stripping, and waxing to achieve required results. Sections and/or entire floor surfaces shall be treated to maintain standards. Floor waxing/buffing shall only be performed on previously cleaned surfaces. Upon completion of waxing/buffing, all wax, dust, or other residues shall be removed from walls, baseboards, and other furnishings. All furnishings shall be returned to proper positions.
- **Carpet Shampooing.** Carpet shampooing shall be conducted to maintain the carpets in a clean, stain-free, and non- discolored condition. A combination of techniques, including steam and wet/dry solution cleaning, may be used to achieve the required results. After shampooing, all solutions shall be vacuumed from the carpet surfaces and removed from the walls, baseboards, and furnishings. All furnishings shall be returned to their proper locations.
- **High Cleaning.** These services consist of high dusting and cleaning of ventilator registers.
 - **High Dusting.** High dusting is the removal of all dust, lint, litter, spider webs, etc. from all walls, sills, ledges, furnishings, light fixtures, ceilings, etc. twelve (12) feet above the floor surface. Venetian blinds, where installed, are also included in high dusting.
 - **Clean Ventilator Registers.** After cleaning, the registers will be clean and free of streaks and the surrounding wall and ceiling areas shall be free of dirt, dust, grime, etc.
- **Interior Glass Cleaning.** Thorough cleaning of glass desktops, walls, partitions, interior office windows, interior and exterior doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning there shall be no traces of fingerprints, film, dirt, smudges, water/cleaning residue or other foreign matter.
- **Furniture.**
 - Shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
 - Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.

- *Damage to City Facility.* Broken or damaged furniture, amenities, plumbing and fixtures or any other further needs of service found or discovered during the course of daily work shall be reported to the City representative during the next business day so that repairs can be made by City staff.
 - *Emergency Call-Out Situation.* In the event of extreme damage to City property, such as break-in, theft, flooding, fire damage, etc. the Contractor shall call the Henry County Police Department. Any such incidents shall be reported to the City representative during the next business day.
 - *Vandalism.* Graffiti is to be reported and removed promptly as it occurs from all building interior surfaces and exterior doors. All other acts of vandalism shall be reported to the City representative. Police reports may be required in extreme cases.

Cautions Signs

The Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions to people other than the Contractor's personnel. These signs shall always be used during normal business hours when the Contractor is creating wet or slick floors and/or working with heavy items over seven (7) feet above floor surfaces.

Customer Complaints

- The Contractor shall perform at a quality level that will prevent customer complaints.
- When notified of defective performance, the Contractor shall take such corrective action, within the next business day, as necessary to prevent its recurrence.

Changed Floor Surfaces and Furnishings

- *Floor Surfaces.* Differing efforts for different types of floor surfaces are assumed; however, no adjustments to the contract prices will be made for changes to floor surfaces. Should the City change the surfaces (i.e., carpet over concrete/tile, removal of carpet, etc.), the Contractor shall change the floor servicing and maintenance requirements, as necessary.
- *Furnishings.* Density and types of furnishings may be changed to compliment operations; however, the Contractor shall continue to service the areas in accordance with applicable requirements at no adjustment to contract prices.

Addition/Deletion of Facilities/Items

Although this solicitation identifies specific facilities/items, it is hereby agreed and understood that any facilities/items may be added to, and any awarded facility/item may be deleted from this contract at the option of the City. When an addition to the contract is required, the successful bidder(s) under this contract and other suppliers, as deemed necessary shall be invited to submit price quotes for these new facilities/items. If this quote is comparable with market prices offered

for similar facilities/items, the supplier(s) and facilities/items shall be added to the contract, if it is in the best interest of the City and an addendum and a separate purchase order or change order shall be issued by the City.

Authorization to Perform Work Outside of Specifications

A company official or authorized agent shall advise the City and/or their representative when work other than that specified within the scope of work is required, with at least two (2) days' notice.

No work outside the scope of work shall be conducted without prior approval of the City and/or their representative. Upon completion of work, which is performed on a daily, weekly, monthly, quarterly, semiannual, or annual basis, this information shall be recorded in the Log.

Bi-Monthly Review Meetings

At no additional expense to the City, the Contractor's owner (company president and/or owner) or other officer or individual as approved by the City and/or their representative, will be available to meet with the City and/or their representative, on a bi-monthly basis for the purpose of reviewing the performance of the contracted workforce and effecting what changes, if any, are necessary.

At no additional cost to the City, upon the need arising as determined by the City and/or their representative, the Contractor's owner or designee will be available to meet with the City and/or their representative to discuss any special problems or concerns. This individual will be available within one working day upon notification.

Minimum Work

The specification requirements cited in this RFP are a minimum and as such, are not intended to limit the successful bidder's requirements to perform all work to the best of his or her ability in an acceptable manner.

Reporting Damages Caused by the Successful Bidder

Any damage caused by the successful bidder shall be reported to the City and/or their representative either in person or in writing. Successful bidder shall be responsible for paying for any and all damages of which may be paid via a credit against monthly billing or by direct payment.

Smoking and Unsafe Acts

All City of Stockbridge facilities are nonsmoking facilities. Safety is a primary concern of the City, and as such, unsafe acts will not be tolerated. Unsafe acts, such as smoking in the facility, will be grounds for immediate termination of the contract.

Water Extraction

The successful bidder shall provide emergency/routine water extracting capability.

Responsibility for Facility Access Cards

The Contractor, upon being issued one or more access cards for their employees for the purpose of gaining access to specified areas, is responsible for the same. It will be the responsibility of the Contractor to collect the access cards from employees who are no longer assigned to work in the City of Stockbridge facilities, as listed herein, and turning them in to the City and/or their representative.

Inventory of Equipment

The Contractor shall maintain an inventory of equipment to be kept on site and submit a copy or subsequent updates of the same to the City. This inventory shall be utilized to verify equipment leaving the facilities for whatever reasons, including such times as the contract is terminated.

Storage Areas

The janitor closets or similar storage areas designated by the City which may be available and utilized by the Contractor shall be kept clean and tidy at all times. All containers are to be kept properly sealed and labeled according to existing OSHA requirements. All exposed liquids are to be discarded immediately. All cleaning materials and supplies are to be stored as to minimize the possibility of spontaneous combustion.

Scavenging

Scavenging by any of the Contractor's personnel is prohibited, and the City may require the removal of any of the Contractor's employees who scavenges.

Emergency Contact Information

The Contractor will provide the City with evening, weekend, and holiday service, as necessary, to cope with events or an emergency situation which threatens public health and safety, as determined by the City. The Contractor will provide phone numbers and e-mail addresses for twenty-four (24) hours, seven (7) days a week, communication.

Furthermore, the Contractor shall have available an individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine for occasions that an individual is not available.

City Hall

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
11. All metal kick and hand plates on doors shall be properly cleaned and polished.

12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
18. Strip and wax floor.
19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
23. Wipe down light switches and outlet covers.
24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Stairway Cleaning

1. Clean doors, door frames, door glass, handles on both sides – All doors in building stairways shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Stairways and steps shall be cleaned daily and shall present a uniformly clean appearance.
3. Sweep and damp mop stairs – All stairs shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
4. Sweep and wet mop stairs with disinfectant detergent solution - All stairs shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
5. Risers and thresholds shall be cleaned on a daily basis. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.
6. Handrails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt, and smears.
7. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
8. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.

9. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
10. All metal kick and hand plates on doors shall be properly cleaned and polished.
11. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
12. Wipe down light switches and outlet covers.

Elevators

1. Vacuuming: Vacuum all carpet. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
2. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
3. Clean interior walls and surfaces – Disinfect all buttons, handrails, emergency phone and security compartments. Remove smudges, fingerprints, spills, and other marks from walls, handrails, and doors.
4. Polish Stainless-Steel Surfaces – Polish all stainless steel, and other bright metal surfaces using appropriate metal cleaner/polish and wipe dry. Surfaces shall be free from dirt, smudges, stains, and fingerprints.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.

6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
7. Clean thresholds – Clean elevator thresholds using appropriate cleaning tools and remove all dirt and debris from door tracks and threshold surfaces.
8. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
9. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
10. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
11. Spot wash all walls and woodwork to remove scuff marks and stains.
12. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.

Meeting and Conference Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles. – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.

4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and room.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
7. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
10. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
11. Clean all white/chalk boards areas where content is not marked as “Save”.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.

13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. Wipe down light switches and outlet covers.
19. All metal kick and hand plates on doors shall be properly cleaned and polished.
20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

File/Copy Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
5. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
6. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.

7. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
8. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
9. Clean and disinfect counter tops and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris.
10. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
11. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Breakrooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
7. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.

8. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
11. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Offices and Cubicles

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.

7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.

18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.

5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.

11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Council Chambers and Executive Session Conference Room

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and

- along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
3. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
 4. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
 5. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
 6. Detail and clean all millwork, audience seating, dais, countertops, and workstations in the Council Chambers (2nd Mondays before Council Meeting and the last Tuesday of the month before the Work Session). In addition to the general cleaning requirements particular attention must be paid to cleaning under non-moving benches, seating, landing, steps, dais, platforms, podium, etc... A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, chairs, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up, any debris removed, all chairs will be cleaned or vacuumed to remove loose hair, dirt, and grime.
 7. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
 8. Dust and clean all desks and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
 9. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.

10. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
11. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
12. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
13. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Wipe down light switches and outlet covers.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance.

The Contractor shall conclude the operation by replacing furnishings in their original locations.

Janitorial Closets and Storage Spaces

1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

Municipal Court Building

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
11. All metal kick and hand plates on doors shall be properly cleaned and polished.
12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.

15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.
16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
18. Strip and wax floor.
19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.

21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
23. Wipe down light switches and outlet covers.
24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Stairway Cleaning

1. Clean doors, door frames, door glass, handles on both sides – All doors in building stairways shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Stairways and steps shall be cleaned daily and shall present a uniformly clean appearance.
3. Sweep and damp mop stairs – All stairs shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
4. Sweep and wet mop stairs with disinfectant detergent solution - All stairs shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and

tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.

5. Risers and thresholds shall be cleaned on a daily basis. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.
6. Handrails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt, and smears.
7. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
8. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
9. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
10. All metal kick and hand plates on doors shall be properly cleaned and polished.
11. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
12. Wipe down light switches and outlet covers.

Elevators

1. Vacuuming: Vacuum all carpet. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.

2. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
3. Clean interior walls and surfaces – Disinfect all buttons, handrails, emergency phone and security compartments. Remove smudges, fingerprints, spills, and other marks from walls, handrails, and doors.
4. Polish Stainless-Steel Surfaces – Polish all stainless steel, and other bright metal surfaces using appropriate metal cleaner/polish and wipe dry. Surfaces shall be free from dirt, smudges, stains, and fingerprints.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
7. Clean thresholds – Clean elevator thresholds using appropriate cleaning tools and remove all dirt and debris from door tracks and threshold surfaces.
8. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
9. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
10. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
11. Spot wash all walls and woodwork to remove scuff marks and stains.

12. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.

Meeting and Conference Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles. – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and room.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
7. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine.

Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.

10. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
11. Clean all white/chalk boards areas where content is not marked as "Save".
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. Wipe down light switches and outlet covers.
19. All metal kick and hand plates on doors shall be properly cleaned and polished.
20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable

furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

File/Copy Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.

5. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
6. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
7. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
8. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
9. Clean and disinfect counter tops and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris.
10. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
11. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.

16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Breakrooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.

7. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
8. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
11. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Offices and Cubicles

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges

on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.

8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to

remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.
5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.

6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.
11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.

13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Courtroom

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
3. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.

4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trashed shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
5. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
6. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
7. Detail, clean and polish all millwork, pews, judge's bench, dais, countertops, and workstations. All millwork, pews, judge's bench, dais, countertops, and workstations shall be polished with an approved cleaner. In addition to the general cleaning requirements particular attention must be paid to cleaning under non-moving benches, seating, landing, steps, dais, platforms, podium, etc... A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, chairs, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up, any debris removed, all chairs will be cleaned or vacuumed to remove loose hair, dirt, and grime.
8. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
9. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
10. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
11. Wipe down light switches and outlet covers.
12. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
13. Spot wash all walls and woodwork to remove scuff marks and stains.
14. All metal kick and hand plates on doors shall be properly cleaned and polished.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a

temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Holding Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean chairs; arrange chairs in orderly fashion – All chairs shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from chairs. Chairs shall be arranged neatly and orderly.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Wipe down light switches and outlet covers.
5. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
6. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.

7. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
 8. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
 9. Spot wash all walls and woodwork to remove scuff marks and stains.
 10. All metal kick and hand plates on doors shall be properly cleaned and polished.
 11. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. **Janitorial Closets and Storage Spaces**
1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

Merle Manders Conference Center Administrative Building

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or Window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
11. All metal kick and hand plates on doors shall be properly cleaned and polished.

12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
18. Strip and wax floor.
19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
23. Wipe down light switches and outlet covers.
24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Meeting and Conference Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles. – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and room.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
7. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging

- walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
10. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
 11. Clean all white/chalk boards areas where content is not marked as “Save”.
 12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
 13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
 14. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
 15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
 16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
 17. Spot wash all walls and woodwork to remove scuff marks and stains.
 18. Wipe down light switches and outlet covers.
 19. All metal kick and hand plates on doors shall be properly cleaned and polished.
 20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be

removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

File/Copy Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
5. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of

- discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
6. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
 7. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
 8. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
 9. Clean and disinfect counter tops and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris.
 10. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
 11. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
 12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
 13. Wipe down light switches and outlet covers.
 14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
 15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.

16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Breakrooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.

7. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
8. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
11. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Offices and Cubicles

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges

on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.

8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to

remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.
5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and

- disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
 8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
 9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
 10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.
 11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
 12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
 13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.

14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Janitorial Closets and Storage Spaces

1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

Merle Manders Conference Center

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.

6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
11. All metal kick and hand plates on doors shall be properly cleaned and polished.
12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the

- adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.
 16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
 17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
 18. Strip and wax floor.
 19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
 20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.

21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
23. Wipe down light switches and outlet covers.
24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Ballroom

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.

3. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
4. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
7. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
8. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

9. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
13. Wipe down light switches and outlet covers.
14. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Dust the shelves and hangers in the coat room.
20. Dust the chandeliers and sconces.
21. Dust the mantle and front and side faces of the fireplace.

22. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Patio

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize trash receptacles, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Sweep entryways, and patio surfaces to clear foliage debris, trash, cigarette butts, etc. Remove matter such as gum and tar, which have adhered to the cement.
4. Clean patio tables and chairs as needed to remove dust, stains, and grime.
5. Hose down cement sidewalks, entryways, and patio areas to clean.
6. Pressure wash cement sidewalks, entryways, and patio areas to clean.

Stairway Cleaning

1. Clean doors, door frames, door glass, handles on both sides – All doors in building stairways shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Stairways and steps shall be cleaned daily and shall present a uniformly clean appearance.
3. Sweep and damp mop stairs – All stairs shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
4. Sweep and wet mop stairs with disinfectant detergent solution - All stairs shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
5. Risers and thresholds shall be cleaned on a daily basis. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.
6. Handrails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt, and smears.
7. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
8. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.

9. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
10. All metal kick and hand plates on doors shall be properly cleaned and polished.
11. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
12. Wipe down light switches and outlet covers.

Meeting and Conference Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles. – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and room.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
7. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).

8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
10. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
11. Clean all white/chalk boards areas where content is not marked as "Save".
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. Wipe down light switches and outlet covers.

19. All metal kick and hand plates on doors shall be properly cleaned and polished.
20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Offices and Cubicles

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.

5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.

13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Bride Room

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.

2. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
3. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
4. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
7. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
8. Wipe down light switches and outlet covers.
9. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.

10. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
11. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
12. Spot wash all walls and woodwork to remove scuff marks and stains.
13. All metal kick and hand plates on doors shall be properly cleaned and polished.
14. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Kitchen

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.

3. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
4. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
5. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
6. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
7. All missing, damage appliances, or other conditions that are not the responsibility of the Contractor should be reported promptly to the City's representative.
8. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
9. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
10. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
11. Wipe down light switches and outlet covers.

12. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Spot wash all walls and woodwork to remove scuff marks and stains.
16. All metal kick and hand plates on doors shall be properly cleaned and polished.
17. Wash Hoods, Stove Vents, Filters and Ducts. The Contractor shall wash the hoods, stove vents, filters, and ducts to remove all dust, dirt, grease, grime, food particles, and other foreign substances. The Contractor shall use an approved germicidal disinfectant. After washing hoods, stove vents, filters, and ducts shall present a clean, bright, and shiny appearance.
18. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.

4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.
5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.

10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.
11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Janitorial Closets and Storage Spaces

1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

Ted Strickland Community Center

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
11. All metal kick and hand plates on doors shall be properly cleaned and polished.

12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
18. Strip and wax floor.
19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
23. Wipe down light switches and outlet covers.
24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.
26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Community Room

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
3. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
4. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
5. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
6. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
7. Clean all interior windows – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks.

8. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
9. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
10. Wipe down light switches and outlet covers.
11. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
12. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Spot wash all walls and woodwork to remove scuff marks and stains.
16. All metal kick and hand plates on doors shall be properly cleaned and polished.
17. Strip and wax floor.

Kitchen

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.

3. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
4. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
5. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
6. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
7. All missing, damage appliances, or other conditions that are not the responsibility of the Contractor should be reported promptly to the City's representative.
8. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
9. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
10. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
11. Wipe down light switches and outlet covers.

12. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Spot wash all walls and woodwork to remove scuff marks and stains.
16. All metal kick and hand plates on doors shall be properly cleaned and polished.
17. Wash Hoods, Stove Vents, Filters and Ducts. The Contractor shall wash the hoods, stove vents, filters, and ducts to remove all dust, dirt, grease, grime, food particles, and other foreign substances. The Contractor shall use an approved germicidal disinfectant. After washing hoods, stove vents, filters, and ducts shall present a clean, bright, and shiny appearance.
18. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.

4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.
5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected

using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.

11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Janitorial Closets and Storage Spaces

1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Wipe all tables and chairs with approved cleaner. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

Public Works Maintenance Shop

Offices and Cubicles

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.

7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.

18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Breakrooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.

5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
7. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
8. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
11. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.

14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.

5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.

11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Locker Room/Shower

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser.
3. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Shower drain covers are to be removed twice monthly and cleaned of hair and debris.

4. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
5. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
6. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
7. Lockers are to be wiped and cleaned externally and internally on a quarterly basis.
8. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
9. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
10. Wipe down light switches and outlet covers.

Wastewater Treatment Plant

Entry Ways, Lobbies, Reception Areas, Hallways, Corridors, Traffic Areas

1. All mats located at the building entrances shall be properly cleaned.
2. Clean doors, door frames, door glass, handles on both sides – All doors in building entries, lobbies, hallways, and corridors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all lobby glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
3. Dust, and clean partitions, walls, baseboards, counters, tables, pictures, cabinets, banisters, handrails, and all other horizontal surfaces – All surfaces shall be dusted and cleaned using appropriate cleaning tools and cleaning chemicals removing dust, fingerprints, spills, shoe marks, etc.
4. Vacuum and shampoo fabric-type chairs and sofas as required, to achieve a clean, unstained appearance.
5. Damp-wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.
6. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
7. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
8. Dust all wood panel surfaces, chairs and other furniture. Arrange furniture in a neat and orderly manner.
9. Spot wash all walls and woodwork to remove scuff marks and stains.
10. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.

11. All metal kick and hand plates on doors shall be properly cleaned and polished.
12. Empty and clean wastebaskets, central recycling bins, and trash cans, including those outside entrances, outside patios, and along building entrance walkways and replace liners - All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
13. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.
14. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
15. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance.

- The Contractor shall conclude the operation by replacing furnishings in their original locations.
16. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.
 17. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
 18. Strip and wax floor.
 19. Clean, disinfect, and polish drinking fountains – All drinking fountains shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free of dirt, stains, hair, food, and other debris. Surfaces shall be polished using stainless steel cleaner or other metal polish and wiped dry.
 20. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
 21. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
 22. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
 23. Wipe down light switches and outlet covers.
 24. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
 25. Sweep outside building entryways – Building entryways and stairs shall be swept up to a distance of twenty (20) feet from all sides of each entry door removing all loose dirt and debris.

26. Empty and clean ashtrays screen all sand urns – Ash urns and ash trays located outside building entry doors shall be cleaned and all debris removed. Sand in the urns shall be screened using appropriate tools resulting in a clean bed of sand free of tobacco products, trash, and other debris.

Meeting and Conference Rooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles. – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and room.
5. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
6. Dust all desks, office furniture, computers, chairs, partitions, work counters, and picture frames with a treated dust cloth or another appropriate dusting tool.
7. Dust all horizontal surfaces (file cabinets, bookshelves, desks, etc.).
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be

removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.

10. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
11. Clean all white/chalk boards areas where content is not marked as "Save".
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. Wipe down light switches and outlet covers.
19. All metal kick and hand plates on doors shall be properly cleaned and polished.
20. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a

temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Breakrooms

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
3. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
4. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap.
5. Sweep and damp mop floors – All tile and hard floor surfaces shall be thoroughly swept, removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Damp mop using appropriate cleaning tools and cleaning chemicals.

6. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
7. Clean tables and chairs and replace in orderly fashion – All tables and chairs shall be cleaned using appropriate cleaning chemicals and wiped dry. Surfaces shall be free from dirt, dust, food, spills, trash, and stains. Furniture shall be placed in an orderly fashion.
8. Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures – All surfaces shall be cleaned and disinfected using appropriate cleaning chemicals. All surfaces shall be free from dirt, food, spills, trash, fingerprints, and other debris. Any stainless-steel appliances shall be cleaned using stainless steel cleaner.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
11. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Wipe down light switches and outlet covers.
14. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
15. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.

16. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
17. Spot wash all walls and woodwork to remove scuff marks and stains.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Strip and wax floor.

Offices

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Spot clean tabletops, office furniture, fabric, and chairs; arrange chairs in orderly fashion – All furniture shall be spot cleaned using appropriate cleaning tools and cleaning chemicals. All visible dirt, stains, spills, and trash shall be removed from furniture surfaces. Chairs shall be arranged neatly and orderly around tables and desks.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Empty recycling receptacles – Recycling receptacles shall be emptied, and all materials placed in the recycling dumpster.
5. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet shall stand erect once vacuuming is completed.

6. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears, and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.
7. Dust and clean all desk and all table tops (if surfaces are not cleared, only dusting is required), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
8. Sanitize phones - Damp wipe phones with disinfectant to remove all dirt, smudges, and finger marks.
9. Clean all interior windows and window blinds – Clean all window interior surfaces, sills and frames with appropriate cleaning tools and glass cleaning chemicals. Interior windows shall be free from dirt, smudges, fingerprints, dust, and streaks. When cleaning venetian blinds, care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
10. Dust window ledges and interior mullions and moldings up to twelve (12) feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
11. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
12. Wipe down light switches and outlet covers.
13. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
14. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
15. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.

18. Clean Carpets by Extraction Method. The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. Hot water extraction at a temperature that will kill and eliminate bacteria by truck-mount is the preferred method. The Contractor shall begin cleaning operation by removing all movable furnishings from the carpeted area, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturers of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

Restrooms Cleaning and Maintenance

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.
2. Fill, clean, and disinfect all dispensers – All dispensers including paper towel, toilet paper, soap, and hand sanitizer shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. The outside of all dispensers shall be cleaned and disinfected. Soap dispensers shall be unclogged if necessary, to make them dispense soap. Partial rolls of toilet paper shall not be left on top of dispensers.
3. Empty, clean, and sanitize wastebaskets, and replace liners – All waste receptacles shall be emptied, interior and exterior surfaces cleaned, and disinfected, and new liners inserted. Receptacles shall be free of stains and odors including lids and covers on outside receptacles.
4. Clean and disinfect all washbasins, counters, and fixtures – All sinks, counters and fixtures shall be cleaned and disinfected with appropriate cleaning chemicals and tools. Surfaces shall be free of stains, soap scum, water marks, hair, and other visible dirt.

5. Clean all mirrors, chrome, stainless steel, and polish to a shine – All mirrors shall be cleaned using glass cleaning chemicals and appropriate tools. Mirrors shall be free of streaks, spots, and other visible dirt. All chrome and stainless-steel surfaces shall be cleaned with stainless steel cleaning chemicals and wiped dry leaving a clean and polished surface.
6. Clean and disinfect all urinals and toilets, removing stains and cleaning under rims – Clean and disinfect all surfaces on toilets and urinals using appropriate cleaning and disinfecting chemicals. Visible dirt and stains shall be removed from all surfaces including toilet seats, fixtures, handles, outside surfaces, under rims, and under seats. If urinal screens are used, these must be removed each time the urinal is cleaned and reinserted after cleaning. Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
7. Dust and spot clean with cleaning chemicals all partitions, walls, doors, and other surfaces – All surfaces shall be inspected, and all visible dust, dirt, and stains shall be removed using appropriate cleaning tools and chemicals. Door handles shall be cleaned and disinfected daily regardless if visible dirt is noticed.
8. Sweep and wet mop floor with disinfectant detergent solution – All floor surfaces shall be swept removing all loose dirt and stains and hair using appropriate cleaning tools. All surfaces shall be mopped, with a clean mop, using germicidal cleaner, as required to eliminate dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways. Floor drains shall be cleaned, and all visible dirt, stains and hair shall be removed.
9. Pour one gallon of fresh floor disinfectant detergent solution down each drain- Using a one-gallon pail filled with fresh floor cleaning solution, pour solution down each drain to keep traps filled with water, and drains smelling clean.
10. Clean and disinfect all partitions, walls, doors, and door frames – All walls, toilet partitions, doors, and door frame surfaces shall be thoroughly cleaned and disinfected using appropriate tools and cleaning chemicals. These surfaces shall be free of dust, dirt, hair, soap scum, marks, and stains.
11. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be

dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.

12. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
13. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
14. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
15. Wipe down light switches and outlet covers.
16. Spot wash all walls and woodwork to remove scuff marks and stains.
17. All metal kick and hand plates on doors shall be properly cleaned and polished.
18. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.
19. Replace urinal pads.

Locker Room/Shower

1. Clean doors, door frames, door glass, handles on both sides – All doors shall be cleaned using appropriate cleaning tools and cleaning chemicals. All door glass shall be cleaned using glass cleaner on interior and exterior. It is expected that all glass, including doors, and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
2. Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser.
3. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Shower drain covers are to be removed twice monthly and cleaned of hair and debris.
4. Sweep and wet mop floor with disinfectant detergent solution - All tile and hard floor surfaces shall be thoroughly swept removing all loose dirt, dust, and debris. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces. Mop, with a clean mop, using germicidal cleaner on all hard surface floors, as required to eliminate

- dirt due to spillage and tracking, taking care to get into corners, along edges and beneath furniture and place appropriate Caution Wet Floor Warning signs.
5. Remove all dust from air conditioning vents, grills, and returns up to twelve (12) feet in height from the adjacent floor surface. All HVAC vents in ceilings and walls shall be dusted using appropriate cleaning tools. Vents and areas immediately surrounding vents shall be free of dust, dirt, cobwebs, and other accumulated debris.
 6. Remove cobwebs from all surfaces up to twelve (12) feet in height from the adjacent floor surfaces.
 7. Lockers are to be wiped and cleaned externally and internally on a quarterly basis.
 8. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
 9. Clean overhead light fixtures. Remove debris (i.e. dead insects) from overhead light fixtures.
 10. Wipe down light switches and outlet covers.

Janitorial Closets and Storage Spaces

1. Clean and organize janitorial closets and storage spaces – Closets and storage spaces used for janitorial equipment and supplies shall be kept clean and organized. Supply items shall be placed on shelves and kept off floors. Tools and equipment shall be stored in an orderly fashion allowing for unobstructed access into closets and storage spaces. No trash shall be stored in closets overnight.

As Needed Services

1. Facilities such as City Hall, the Merle Manders Conference Center and Ted Strickland Community Center and others may need additional janitorial services beyond the routine service schedule on an as-needed basis. The City will provide the Contractor a schedule of janitorial service on dates and times needed by the City, based on upcoming event schedules.

Emergency Cleanup

1. The City may assign, when and where needed, cleanup duties to the Contractor when an emergency occurs. Cleaning tasks may include dusting, vacuuming, mopping, carpets extraction, window washing or other tasks as designated.

not specifically mentioned. Clean all public entrances to a distance of no less than twenty (20) feet from door. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week. Service includes the exterior ash urns 2x per week.

Cleaning Hours/Days: Merle Manders Conference Center facilities are to be serviced Monday - Friday full service; between the hours of 8:00 A.M. and 5:00 P.M. and as needed and for events.

5. **TED STRICKLAND COMMUNITY CENTER** **130 Berry Street**

Includes community room, kitchen, restrooms, lobbies, hallways, ramps, steps, storage closet, stairs, and any other work area not specifically mentioned. Clean all public entrances to a distance of no less than twenty (20) feet from door. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week. Service includes the exterior ash urns 2x per week and for events.

Cleaning Hours/Days: Ted Strickland Community Center facilities are to be serviced Monday - Friday full service; between the hours of 8:00 A.M. and 5:00 P.M. and as needed.

6. **PUBLIC WORKS MAINTENANCE SHOP** **351 Taylor Drive**

Includes offices, break room, locker room, shower, restrooms, and any other work area not specifically mentioned. Clean all public entrances to a distance of no less than twenty (20) feet from door. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week.

Cleaning Hours/Days: Public Works Maintenance Shop is to be serviced two (2) days per week as follows: Tuesday and Thursday between the hours of 8:00 A.M. and 3:00 P.M.

7. **WWTP** **100 Stapleton Drive**

Includes offices, break room, conference room, locker room, shower, restrooms, and any other work area not specifically mentioned. Clean all public entrances to a distance of no less than twenty (20) feet from door. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week. Service includes the exterior ash urns 2x per week.

Cleaning Hours/Days: WWTP is to be serviced two (2) days per week as follows: Tuesday and Thursday between the hours of 8:00 A.M. and 3:00 P.M.

Standard Levels of Maintenance for City Hall

General Cleaning	Frequency
Waste diversion	Daily
Clean sand urns	As Needed/Weekly
Clean counters	Daily
Clean elevators	Daily
Clean drinking fountains	Daily
Clean sinks	Daily
Dusting	Daily/Weekly
Clean desks	Weekly
Clean doors/frames/kickplates/walls	Weekly/Monthly
Clean tables/chairs	Weekly
Take down cobwebs	Daily/Weekly
Clean /vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean breakroom appliances	Daily

Windows/Glass	Frequency
Clean entrance & door glass	Daily
Clean display glass	Daily
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Daily
Clean disinfect basins/sinks	Daily
Clean mirrors	Daily
Clean partitions	Daily
Spot clean walls	Daily
Clean metal surfaces	Daily
Refill/clean dispensers	As Needed
Scrub/de-scale fixtures	Weekly
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Daily
Damp/wet mop	Daily
Spot scrub floors	Daily
Scrub/buff hard floors	Monthly
Strip/refinish hard floors	Quarterly
Sweep exterior entries/stairs	Daily
Vacuum carpets/mats	Daily
Spot clean carpet	As Needed
Shampoo/extract carpet	Semi-annually
Clean/scrub baseboards	Monthly

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean vents	Quarterly
Clean light fixtures	Quarterly
Clean Council Chambers	Bi-Monthly/As Needed
Hose exterior entry/steps/walks	Monthly/As Needed
Shampoo fabric type chairs and sofas as required to achieve a clean, unstained appearance.	As Needed
Damp wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for Municipal Court

General Cleaning	Frequency
Waste diversion	Bi-Weekly
Clean sand urns	As Needed/Weekly
Clean counters	Bi-Weekly
Clean drinking fountains	Bi-Weekly
Clean sinks	Bi-Weekly
Dusting	Weekly
Clean desks	Weekly
Clean doors/frames/kickplates/walls	Weekly/Monthly
Clean tables/chairs	Weekly
Take down cobwebs	Weekly
Spot clean/vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean breakroom appliances	Bi-Weekly

Windows/Glass	Frequency
Clean entrance & door glass	Weekly
Clean display glass	Weekly
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Bi-Weekly
Clean disinfect basins/sinks	Bi-Weekly
Clean mirrors	Bi-Weekly
Clean partitions	Bi-Weekly
Spot clean walls	Bi-Weekly
Clean metal surfaces	Bi-Weekly
Refill/clean dispensers	As Needed
Scrub/de-scale fixtures	Weekly
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Bi-Weekly
Damp/wet mop	Bi-Weekly
Spot scrub floors	Bi-Weekly
Scrub/buff hard floors	Monthly
Strip/refinish hard floors	Quarterly
Sweep exterior entries/stairs	Weekly
Vacuum carpets/mats	Bi-Weekly
Spot clean carpet	As Needed
Shampoo/extract carpet	Semi-annually
Clean/scrub baseboards	Monthly

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean courtroom	As Needed
Clean holding rooms	As Needed
Clean vents	Quarterly
Clean light fixtures	Quarterly
Hose exterior entry/steps/walks	As Needed
Shampoo fabric type chairs and sofas as required to achieve a clean, unstained appearance.	As Needed
Damp wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for Merle Manders Conference Center
Administrative Building

General Cleaning	Frequency
Waste diversion	Bi-Weekly
Clean sand urns	Weekly/As Needed
Clean counters	Bi-Weekly
Clean drinking fountains	Bi-Weekly
Clean sinks	Bi-Weekly
Dusting	Weekly
Clean desks	Weekly
Clean doors/frames/kickplates/walls	Weekly/Monthly
Clean tables/chairs	Weekly
Take down cobwebs	Weekly
Clean /vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean breakroom appliances	Weekly

Windows/Glass	Frequency
Clean entrance & door glass	Weekly
Clean display glass	Weekly
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Bi-Weekly
Clean disinfect basins/sinks	Bi-Weekly
Clean mirrors	Bi-Weekly
Clean partitions	Bi-Weekly
Spot clean walls	Bi-Weekly
Clean metal surfaces	Bi-Weekly
Refill/clean dispensers	As Needed
Scrub/de-scale fixtures	Weekly
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Bi-Weekly
Damp/wet mop	Bi-Weekly
Spot scrub floors	Bi-Weekly
Scrub/buff hard floors	Monthly
Strip/refinish hard floors	Quarterly
Sweep exterior entries/stairs	Weekly
Vacuum carpets/mats	Bi-Weekly
Spot clean carpet	As Needed
Shampoo/extract carpet	Semi-annually
Clean/scrub baseboards	Monthly

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean vents	Quarterly
Clean light fixtures	Quarterly
Hose exterior entry/steps/walks	Quarterly
Shampoo fabric type chairs and sofas as required to achieve a clean, unstained appearance.	As Needed
Damp wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for Merle Manders Conference Center

General Cleaning	Frequency
Waste diversion	As Needed
Clean sand urns	Weekly/As Needed
Clean counters	Weekly/As Needed
Clean drinking fountains	Weekly
Clean sinks	Weekly/As Needed
Dusting	Weekly
Clean desks	Weekly
Clean doors/frames/kickplates/walls	Weekly
Clean tables/chairs	Weekly/As Needed
Take down cobwebs	Weekly
Clean/vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean kitchen appliances	Weekly/As Needed

Windows/Glass	Frequency
Clean entrance & door glass	Weekly/As Needed
Clean display glass	Weekly/As Needed
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Weekly/As Needed
Clean disinfect basins/sinks	Weekly/As Needed
Clean mirrors	Weekly/As Needed
Clean partitions	Weekly/As Needed
Spot clean walls	Weekly/As Needed
Clean metal surfaces	Weekly/As Needed
Refill/clean dispensers	Weekly/As Needed
Scrub/de-scale fixtures	Weekly/As Needed
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Weekly/As Needed
Damp/wet mop	Weekly/As Needed
Spot scrub floors	Weekly/As Needed
Scrub/Buff hard floors	Quarterly
Strip/refinish hard floors	Annually
Sweep exterior entries/stairs	Weekly/As Needed
Vacuum carpets/mats	Weekly/As Needed
Spot clean carpet	As Needed
Shampoo/extract carpet	Monthly
Clean/scrub baseboards	Monthly

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean vents	Quarterly
Clean light fixtures	Quarterly
Hose exterior entry/steps/walks	As Needed
Shampoo fabric type chairs and sofas as required to achieve a clean, unstained appearance.	As Needed
Damp wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for Ted Stickland Community Center

General Cleaning	Frequency
Waste diversion	As Needed
Clean sand urns	Weekly/As Needed
Clean counters	Weekly/As Needed
Clean drinking fountains	Weekly
Clean sinks	Weekly/As Needed
Dusting	Weekly
Clean doors/frames/walls	Weekly
Clean tables/chairs	Weekly/As Needed
Take down cobwebs	Weekly
Clean /vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean kitchen appliances	Weekly/As Needed

Windows/Glass	Frequency
Clean entrance & door glass	Daily
Clean display glass	Daily
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Weekly/As Needed
Clean disinfect basins/sinks	Weekly/As Needed
Clean mirrors	Weekly/As Needed
Clean partitions	Weekly/As Needed
Spot clean walls	Weekly/As Needed
Clean metal surfaces	Weekly/As Needed
Refill/clean dispensers	Weekly/As Needed
Scrub/de-scale fixtures	Weekly/As Needed
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Weekly/As Needed
Damp/wet mop	Weekly/As Needed
Spot scrub floors	Weekly/As Needed
Scrub/buff hard floors	Quarterly
Strip/refinish hard floors	Annually
Sweep exterior entries/stairs	Weekly/As Needed
Vacuum carpets/mats	Weekly/As Needed
Spot clean carpet	As Needed
Shampoo/extract carpet	Monthly
Clean/scrub baseboards	Monthly

Miscellaneous	Frequency
Clean custodial storage areas	Weekly/As Needed
Clean vents	Quarterly
Clean light fixtures	Quarterly
Hose exterior entry/steps/walks	As Needed
Shampoo fabric type chairs and sofas as required to achieve a clean, unstained appearance.	As Needed
Damp wipe plastic, vinyl covered chairs and sofas as required to achieve a clean, unstained appearance.	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for Public Works Maintenance Shop

General Cleaning	Frequency
Waste diversion	Bi-Weekly
Clean sand urns	Weekly/As Needed
Clean counters	Bi-Weekly
Clean drinking fountains	Bi-Weekly
Clean sinks	Bi-Weekly
Dusting	Weekly
Clean desks	Monthly
Clean doors/frames/walls	Monthly
Clean tables/chairs	Weekly
Take down cobwebs	Weekly
Clean /vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean breakroom appliances	Bi-Weekly

Windows/Glass	Frequency
Clean entrance & door glass	Weekly
Clean display glass	Weekly
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Bi-Weekly
Clean disinfect basins/sinks	Bi-Weekly
Clean mirrors	Bi-Weekly
Clean partitions	Bi-Weekly
Spot clean walls	Bi-Weekly
Clean metal surfaces	Bi-Weekly
Refill/clean dispensers	As Needed
Scrub/de-scale fixtures	Weekly
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Weekly
Damp/wet mop	Weekly
Spot scrub floors	Weekly
Scrub/buff hard floors	Semi-Annually
Strip/refinish hard floors	Quarterly
Sweep exterior entries/stairs	Weekly
Vacuum carpets/mats	Bi-Weekly
Spot clean carpet	As Needed
Shampoo/extract carpet	Semiannually
Clean/scrub baseboards	Annually

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean/scrub shower/locker rooms	Weekly
Clean locker interiors	Quarterly
Clean vents	Quarterly
Clean light fixtures	Quarterly
Replace burnt out light bulbs/tubes	As Needed
Hose exterior entry/steps/walks	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

Standard Levels of Maintenance for WWTP

General Cleaning	Frequency
Waste diversion	Bi-Weekly
Clean sand urns	Weekly/As Needed
Clean counters	Bi-Weekly
Clean drinking fountains	Bi-Weekly
Clean sinks	Bi-Weekly
Dusting	Weekly
Clean desks	Weekly
Clean doors/frames/walls	Weekly
Clean tables/chairs	Weekly
Take down cobwebs	Weekly
Spot clean/vacuum upholstery	Monthly
Dust window blinds	Monthly
Clean kitchen appliances	Bi-Weekly

Windows/Glass	Frequency
Clean entrance & door glass	Weekly
Clean display glass	Weekly
Clean interior & exterior windows	Monthly/Annually

Restrooms	Frequency
Clean/disinfect toilets/urinals	Bi-Weekly
Clean disinfect basins/sinks	Bi-Weekly
Clean mirrors	Bi-Weekly
Clean partitions	Bi-Weekly
Spot clean walls	Bi-Weekly
Clean metal surfaces	Bi-Weekly
Refill/clean dispensers	As Needed
Scrub/de-scale fixtures	Weekly
Replace urinal pads	Weekly

Floors	Frequency
Sweep/dust mop	Weekly
Damp/wet mop	Weekly
Spot scrub floors	Weekly
Scrub/buff hard floors	Semi-Annually
Strip/refinish hard floors	Quarterly
Sweep exterior entries/stairs	Weekly
Vacuum carpets/mats	Bi-Weekly
Spot clean carpet	As Needed
Shampoo/extract carpet	Semiannually
Clean/scrub baseboards	Annually

Miscellaneous	Frequency
Clean custodial storage areas	Weekly
Clean/scrub shower/locker rooms	Weekly
Clean locker interiors	Quarterly
Clean vents	Quarterly
Clean light fixtures	Quarterly
Hose exterior entry/steps/walks	As Needed

*For most locations. Locations may differ based on needs of frequency and type of custodial services.

ATTACHMENT A
COST PROPOSAL FORM
REQUEST FOR PROPOSALS (RFP) NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2020-0025 and Janitorial Maintenance Services" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL EXHIBIT II

Instructions: The successful Contractor is required to furnish all labor, travel, resources, materials, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. The City has several buildings and locations requiring janitorial services. Please provide an estimate of the approximate monthly cost, noting the total square footage for each site. All square footages are approximate; refer to the scope of services for Work Schedule Details and the attached floor plans.

Item No.	Building	Square Footage	Monthly Service Cost	No. of Months	Per square footage x Monthly Serv. Cost X No. of Months = Annual Service Cost
1	City Hall Offices 5 Days per week 4640 North Henry BLVD	28,000	\$	12	\$
2	Municipal Court Building 2 Days per week 4602 North Henry BLVD	9,900	\$	12	\$
3	Merle Manders Conference Center Administrative Building 2 Days per week 111 Davis Road	1,500	\$	12	\$
4	Merle Manders Conference Center 7 Days per week 111 Davis Road	19,200	\$	12	\$
5	Ted Strickland Community Center 7 Days per week 130 Berry ST	3,600	\$	12	\$
6	Public Works Maintenance Shop 2 Days per week 351 Taylor DR	25,300	\$	12	\$

7	WWTP 2 Days per week 100 Stapleton DR	2,700	\$	12	\$
Overall Annual Contract Cost includes Items 1-7			\$		

Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Overall Annual Contract Cost} / \text{Proposer's Price}) \times 30 = \text{Price Score}$$
Please note that prices may be negotiated in the best interest of the City after the scoring is completed

THE REQUESTED COST BELOW IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT CALCULATED AS PART OF THE OVERALL ANNUAL CONTRACT COST USED AS A FACTOR IN THE EVALUATION CRITERIA.

UNSCHEDULED WORK

The Contractor shall provide a price for hourly labor costs to perform miscellaneous unscheduled work.

Price per Hour: \$ _____

CLEAN, STRIP & WAX/POLISH FLOORS

The Contractor shall provide a price per square foot to perform clean, strip and wax/polish of hard surfaced floor finishing in accordance with the Janitorial Performance Standards.

Price per Square Foot: \$ _____

SHAMPOO/EXTRACT CARPET

The Contractor shall provide a price per square foot to perform carpet shampooing in accordance with Janitorial Performance Standards.

Price per Square Foot: \$ _____

EXTERIOR WINDOWS

The Contractor shall provide a unit price (each) for the thorough cleaning of exterior glass/windows to include screens, adjacent trim and sills.

Price per Unit (Each): \$ _____

INTERIOR WINDOWS

The Contractor shall provide a unit price (each) for the thorough cleaning of interior glass/window, include blinds, adjacent trim and sills.

Price per Unit (Each): \$ _____

SHAMPOO CHAIRS

The Contractor shall provide a price per chair to perform shampooing in accordance with Janitorial Performance Standards.

Price per Chair: \$ _____

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.3 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.4 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.5 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus

standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.

- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.6 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.7 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- a. The Contractor accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to

furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,

- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.8 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.9 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.10 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.11 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

**IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF
EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM
OR FORMS AS ABOVE.**

EXHIBIT III INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-0025 JANITORIAL SERVICES – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000
--------------------------------	------------	---------------	-------------

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages,

liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

EXHIBIT VI
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2020-0025

SOLICITATION TITLE: JANITORIAL MAINTENANCE SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT V
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-0025
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *[Any of the electronic verification of work authorization programs 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].



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

30.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2020-0025
JANITORIAL MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

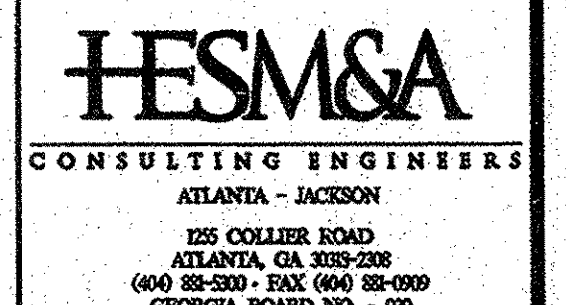
**REQUEST FOR PROPOSALS. 2020-0025
OCTOBER 22, 2020**

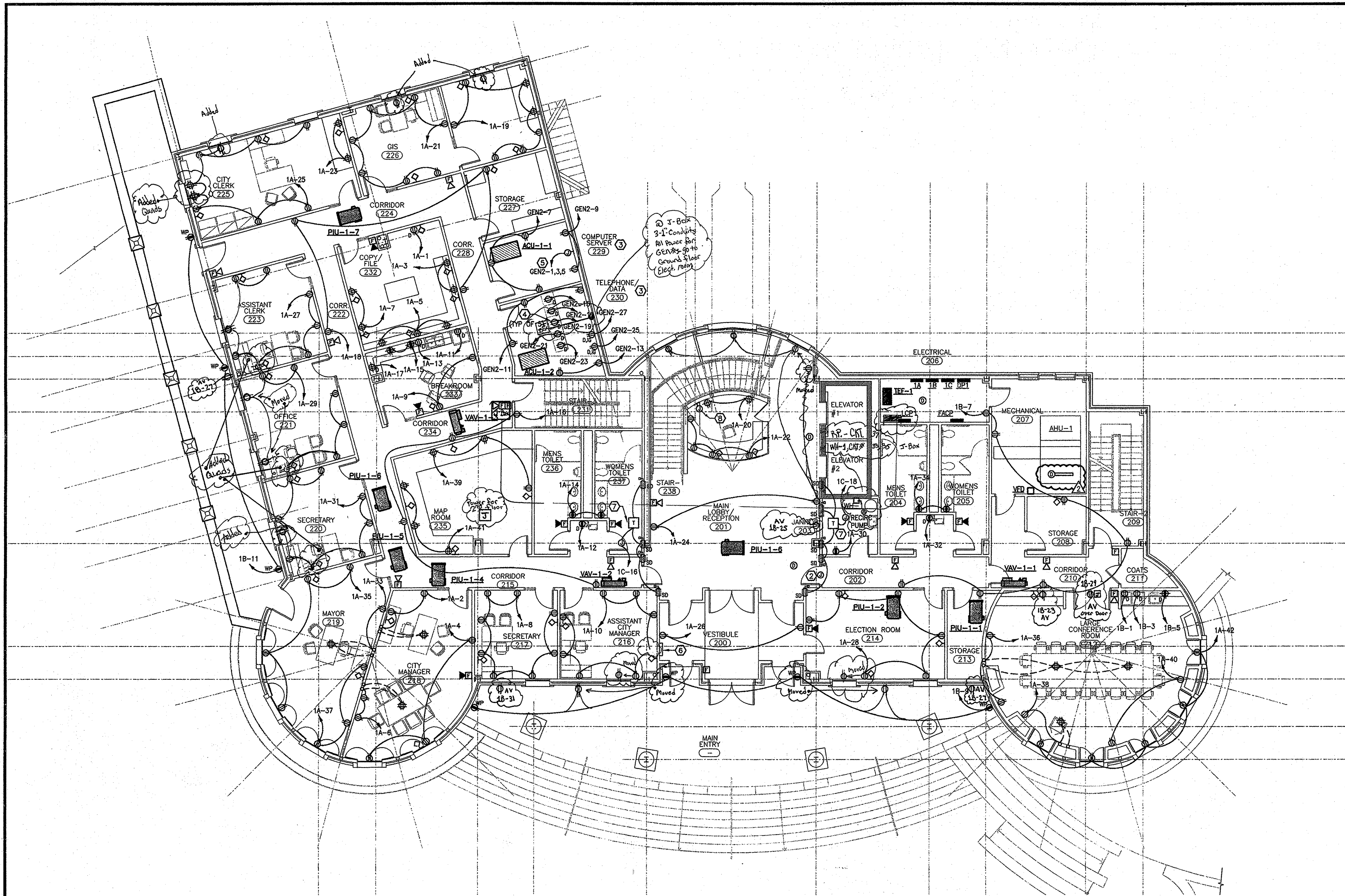
RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

JANITORIAL MAINTENANCE SERVICES

**All bids must be Mailed Only to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the receipt
may be requested via email within 3 days after bid opening date.**





1
E101 LEVEL 1 PLAN - ELECTRICAL
SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF ALL MECHANICAL EQUIPMENT. CONTRACTOR SHALL COORDINATE REQUIREMENTS WITH NAMEPLATE DATA OF ACTUAL EQUIPMENT PROVIDED.
2. SPECIFIC REQUIREMENTS REGARDING MATERIALS, WORKMANSHIP AND THE WORK TO BE DONE ARE COVERED BY THE SPECIFICATIONS WHICH COMPLEMENT THE PLANS. WORK CALLED FOR BY THE SPECIFICATIONS OR THE PLAN IS REQUIRED THE SAME AS IF REQUIRED BY BOTH. WHERE A CONFLICT EXISTS BETWEEN THE PLANS AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS OF THE TWO SHALL APPLY UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ARCHITECT/ENGINEER.
3. OFFICE DEVICE DIMENSIONS ARE TYPICAL FOR ALL OFFICES.

KEY NOTES:

1. COORDINATE DEVICE VOLTAGE, AMP RATING, TYPE, AND ASSOCIATED BRANCH CIRCUIT REQUIRED FOR COPIER WITH EQUIPMENT PROVIDED.
2. DOOR HOLD HARDWARE MOUNTED ON DOOR FRAME. COORDINATE POWER/CONDUIT REQUIREMENTS WITH EQUIPMENT. PROVIDE DOOR CLOSURE SIGNAL FROM SMOKE DETECTORS AS REQUIRED.
3. ALL RECEPTACLE ROOMS 229 & 230 TO BE NEMA 5-20R UNLESS NOTED OTHERWISE.
4. PROVIDE NEMA 15-20R RECEPTACLE ON LADDER RACK ABOVE EQUIPMENT RACKS AS SHOWN ON "DV" DRAWINGS. COORDINATE DETAILS PRIOR TO INSTALLATION.
5. PROVIDE EMERGENCY POWER TO UPS/COMPUTER EQUIPMENT RACKS. COORDINATE CONNECTION TYPE WITH EQUIPMENT PROVIDED.
6. REMOTE ANNUNCIATOR FOR FIRE ALARM SYSTEM. COORDINATE COLOR/TRIM WITH ARCHITECTURAL DETAILS.
7. PROVIDE REQUIRED POWER TO LOW VOLTAGE TRANSFORMERS FOR SMOKE DAMPER OPERATION. VERIFY QUANTITY AND LOCATION OF POWER TRANSFORMERS WITH EQUIPMENT. PROVIDE 120V CONNECTION FROM ELECTRICAL PANEL TO TRANSFORMERS.
8. REMOTE GENERATOR ANNUNCIATOR. COORDINATE EXACT LOCATION WITH ARCHITECT.

AS-BUILT
DRAWINGS

HESM&A
CONSULTING ENGINEERS
ATLANTA - JACKSON
125 COLLIER ROAD
ATLANTA, GA 30329-1200
(404) 525-2000 • FAX (404) 525-2009
GEORGIA BOARD NO. A-100

RELEASED FOR
CONSTRUCTION

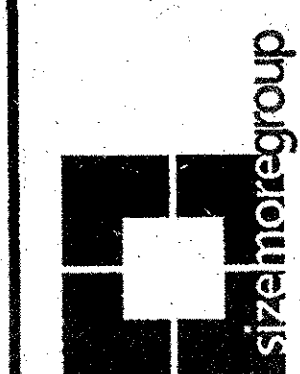
© 2007
SIZEMORE GROUP



Drawn: JNB
Checked: TLB
Date: 04/06/07
Job No.: 06241STCKBR

Revision	Date
SD PACKAGE	11/02/06
DD PACKAGE	01/31/07
ISSUED FOR PERMIT	05/17/07
ADDENDUM #2	06/18/07

STOCKBRIDGE CITY HALL
STOCKBRIDGE, GEORGIA



LEVEL 1
ELECTRICAL

Scale:
1/8" = 1'-0"

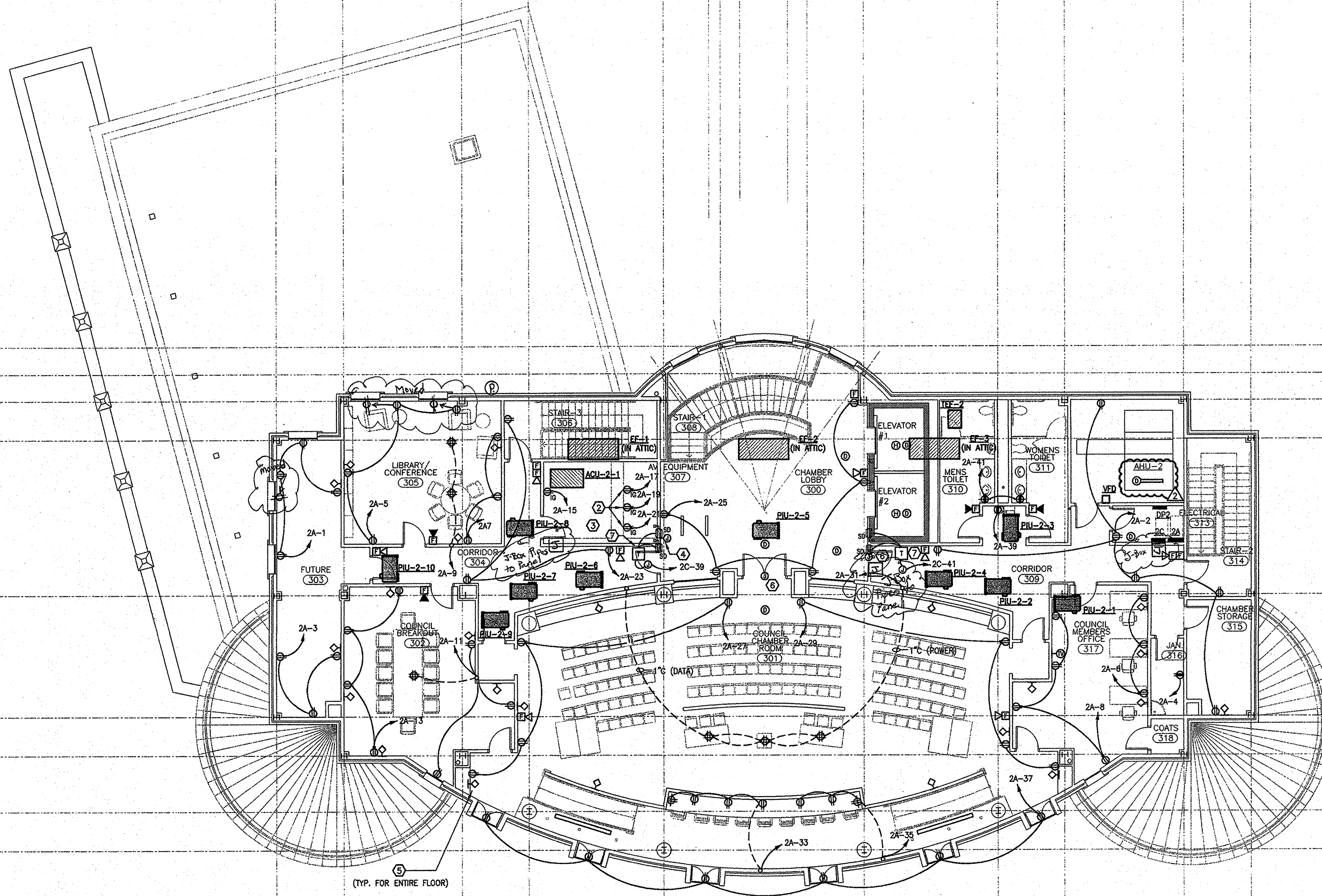
Sheet:

E101

of:

Filename:

Date of plot:



1 LEVEL 2 PLAN - ELECTRICAL
E102 SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF ALL MECHANICAL EQUIPMENT. CONTRACTOR SHALL COORDINATE REQUIREMENTS WITH NAMEPLATE DATA OF ACTUAL EQUIPMENT PROVIDED.
2. SPECIFIC REQUIREMENTS REGARDING MATERIALS, WORKMANSHIP AND THE WORK TO BE DONE ARE COVERED BY THE SPECIFICATIONS WHICH COMPLEMENT THE PLANS. WORK CALLED FOR BY THE SPECIFICATIONS OR THE PLAN IS REQUIRED THE SAME AS IF REQUIRED BY BOTH. WHERE A CONFLICT EXISTS BETWEEN THE PLANS AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS OF THE TWO SHALL APPLY UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ARCHITECT/ENGINEER.
3. OFFICE DEVICE DIMENSIONS ARE TYPICAL FOR ALL OFFICES.

KEY NOTES:

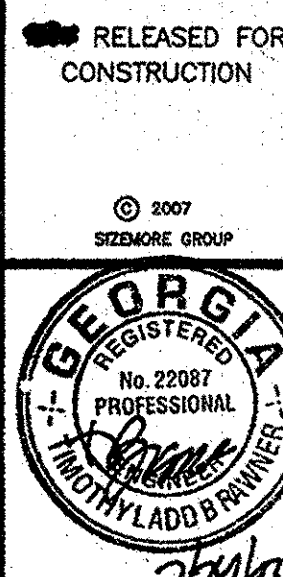
1. NOT USED
2. PROVIDE 20A TWIST LOCK RECEPTACLE AS INDICATED ON AV DRAWINGS.
3. ALL POWER RECEPTACLES IN THIS ROOM TO BE ISOLATED GROUND.
4. PROVIDE 4"x4" J-BOX WITH FLUSH MOUNTED ACCESS COVER PAINTED TO MATCH WALL AND 1" CONDUIT ROUTED TO ACCESSIBLE SPACE IN ELECTRICAL ROOM FOR FUTURE METAL DETECTOR EQUIPMENT. PROVIDE PULL STRING AND LABEL CONDUIT.
5. NOTE: ALL TELECOM CONDUIT THIS FLOOR IS TO BE ROUTED DOWN THROUGH FLOOR AND INTO CEILING SPACE ABOVE LEVEL 1. COORDINATE WITH 'AV' & 'LV' DRAWINGS FOR DETAILS.
6. DOOR HOLD HARDWARE MOUNTED ON DOOR FRAME. COORDINATE POWER/CONDUIT REQUIREMENTS WITH EQUIPMENT. PROVIDE DOOR CLOSURE SIGNAL FROM SMOKE DETECTORS AS SHOWN, COMPLY WITH NFPA 72.5.14.6 SPACING REQUIREMENTS.
7. PROVIDE REQUIRED POWER TO LOW VOLTAGE TRANSFORMERS FOR SMOKE DAMPER OPERATION. VERIFY QUANTITY AND LOCATION OF POWER TRANSFORMERS WITH EQUIPMENT, PROVIDE 120V CONNECTION FROM ELECTRICAL PANEL TO TRANSFORMERS.

AS-BUILT
DRAWINGS

HESM&A
CONSULTING ENGINEERS

ATLANTA - JACKSON
125 COLLIER ROAD
ATLANTA, GA 30328
404 525-2001 FAX 404 525-2002
GEORGIA LICENSE NO. - 59

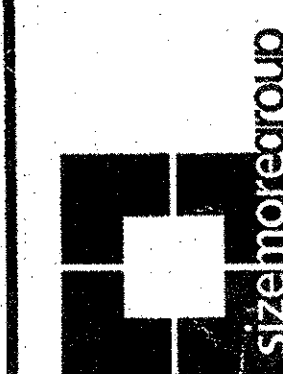
05-1120



Drawn: JNB
Checked: TLB
Date: 04/06/07
Job No.: 06241STCRBR

Revisions:	Date
No.	Date
SD PACKAGE	11/02/06
DD PACKAGE	01/31/07
ISSUED FOR PERMIT	05/17/07
ADDENDUM #2	06/18/07

STOCKBRIDGE CITY HALL
STOCKBRIDGE, GEORGIA



File: LEVEL 2
ELECTRICAL

Scale:
1/8" = 1'-0"

Sheet:

E102

of:

Filename:

Date of plot:

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE STAFF TO RENEW A CONTRACT
FOR PROFESSIONAL PERMITTING AND BUILDING INSPECTION
SERVICES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Community Development Department seeks to retain professional permitting and building inspection services pursuant to a Request for Proposals issued by the City; and

WHEREAS, the staff has recommended SAFEbuilt Georgia, LLC as the preferred vendor;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Vendor. City Council hereby authorizes staff to renew the competitive solicited contract with SAFEbuilt Georgia, LLC. pursuant to RFP 2020-0027 for the acquisition of professional permitting and building inspection services in the amount of \$500,000. All supporting documents are attached below as Exhibit A.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

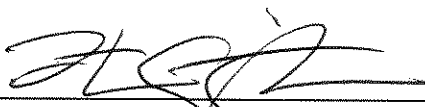
SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: SEE BELOW

FROM ACCOUNT:

100-72000-521202 Consulting Services BSD \$400,000
100-72000-521203 Consulting Services Engineering \$100,000

PRESENTER: Lindell Y. Miller/Brecca Johnson

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL NUMBER (RFP) 2020-0027 - PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES - SAFEbuilt Georgia, LLC

BACKGROUND INFORMATION:

The Community Development Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2020-0027- Professional Permitting and Building Inspection Services - SAFEbuilt Georgia, LLC.

The Contract was approved by Council April 12, 2021. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

STAFF RECOMMENDATION:

The Community Development Department is requesting City Council's approval to renew the term Contract pursuant to Request For Proposal (RFP) Number 2020-0027 – Professional Permitting and Building Inspection Services – SAFE Georgia, LLC, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. This is the first renewal.

The purpose of the contract is to provide full scope of professional permitting and building inspection services from permitting, inspecting, record keeping, plan review, building code administration services, engineering services and all things necessary to complete permitting and building inspection services.

The contract expires December 2021. The Community Development Department is requesting a contract renewal through December 31, 2022. The Procurement renewal process of this contract was approved by the City Manager.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

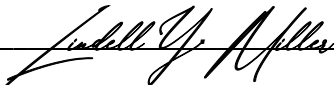
Exhibit I – Contract Agreement

Exhibit II – Request For Proposal

FISCAL IMPACT:	100-72000-521202 Consulting Services BSD	\$ 400,000
	100-72000-521203 Consulting Services Engineering	\$100,000

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign 

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

**SERVICE AGREEMENT
BY AND BETWEEN
SAFEUILT GEORGIA, LLC
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 22 day of April 2021, by and between SAFEuilt Georgia, LLC. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services for professional permitting and building inspection services pursuant to City RFP No. 2020-0027 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall be for one (1) year, commencing on the date of execution stated above, and the City shall have the option to renew for four (4), one (1) year periods, with such option being in the City's sole discretion. If the City desires to exercise the option stated herein, the City shall provide thirty (30) days advance written notice to the Contractor of the City's intent to exercise the option. The provisions of Section 2(c) and the RFP shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in the "Scope of Work" and related proposals submitted in response to City RFP No. 2020-0027. The Scope of Work is attached hereto as Exhibit A. The RFP, including all terms and conditions stated therein, the CONTRACTOR'S proposal(s), and any amendments to the RFP are all incorporated herein by reference and made a part of this Contract.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, all to the extent caused by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, 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 set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

(d) EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS AND LOST REVENUE, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES AND EVEN IF THE REMAINING REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

SAFEbuilt Georgia, LLC.

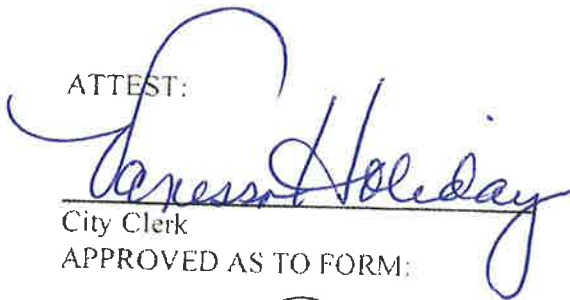
Arner Alkhas, VP of Finance

By:

A stylized signature in black ink, consisting of a large 'A' followed by a series of loops and a horizontal line.

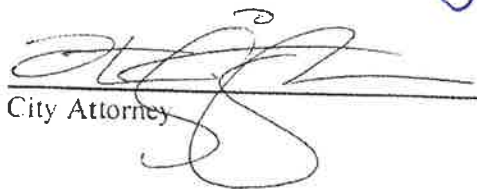
CITY OF STOCKBRIDGE, GEORGIA

ATTEST:

A stylized signature in blue ink, written over a horizontal line. The signature appears to read 'Tressa Holiday'.

City Clerk

APPROVED AS TO FORM:

A stylized signature in black ink, written over a horizontal line. The signature is highly stylized and illegible.

City Attorney

By:

A stylized signature in blue ink, written over a horizontal line. The signature is highly stylized and illegible.

Exhibit A

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027 PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES





Where Community Connects
City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

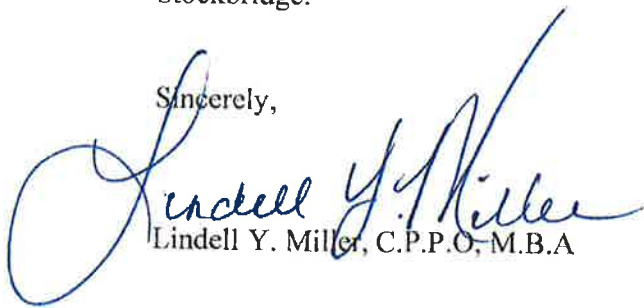
Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,



Lindell Y. Miller, C.P.P.O., M.B.A



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FORM 2 NON-COLLUSION SUB-CONTRACTOR	
FORM 3 CERTIFICATION REGARDING DEBARMENT	
FORM 4 INELIGIBILITY CERTIFICATE	
FORM 5 CERTIFICATION OF DRUG-FREE WORKPLACE	
FORM 6 CONFLICT OF INTEREST	
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FORM 8 CERTIFICATION REGARDING LOBBYING	
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FORM 11 GEORGIA SECURITY SUB-CONTRACTOR AFFIDAVIT	
FORM 12 CERTIFICATE OF ACCEPTANCE	

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027

REQUEST FOR PROPOSAL (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES

PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
Thursday 24, 2020

INTRODUCTION

PURPOSE

The City of Stockbridge, Georgia (City) requests qualified firms with proven experience in Permitting, Engineering and Building Inspection Services to submit proposals for Professional Permitting, Engineering and Building Inspection Services for Stockbridge City, Georgia. The City is seeking a qualified consultant to provide full scope of professional permitting and building inspection services from permitting, inspecting, record keeping, plan review, building code administration services, engineering services and all things necessary to complete permitting and building inspection services. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach. The City intends to award a contract for one (1) year with the option to renew for (4), (1) year, renewable options.

The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must also provide the full scope of Building Code Administration and Engineering Services including administration, permitting, building permit inspection, and code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

MINIMUM REQUIREMENTS

Proponent shall satisfactorily demonstrate significant experience with governmental agencies in Permitting and Building Inspection services. Proponent must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- The firm should have been in business for a minimum of five (5) years.
- A description must be provided regarding the nature of services provided to the client cities or agencies.
- A comprehensive list of references of cities served must be provided. Cite examples of qualifying project with dates, contact persons, and scope of service(s) performed.
- Also, describe the team's experience with historic properties, green building construction techniques and LEED certified construction.

- The submittal shall clearly state the number and type of programs or services performed; and
- If any previous work was audited and found to be in non-compliance with a funding source, this must be cited.

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, February 18, 2021, (3:00PM) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: Thursday, February 18, 2021, (3:00PM) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, December 24, 2020
Pre-Proposal Meeting (Non-mandatory) The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, January 7, 2021, (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Friday, January 22, 2020 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, February 18, 2021 (3:00 PM, EDT)
Project Manager – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **January 22, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all-addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARTION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.

- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify The Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners

do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. **Contract Term** - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during The question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the

same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through

59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be Excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act" have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive,

responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

Bid Bond - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I, II, AND III**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>, the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on

them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).

- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its

interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract

elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Insurance Form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2020. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

Remainder Left Blank Intentionally

**SECTION
3.0**

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, February 18, 2021 (3:00 PM) EDT** and must be addressed to:



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its

sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½" x 11". Larger charts and graphs may be provided if folded neatly to 8½" x 11" and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal - The Proposer's name, mailing address, telephone number and nearest office location. - Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP. - A statement that the proposal is in response to the RFP for PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION.	Tab 1
Section 2 – Executive Summary Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract's goals and objectives and a demonstrated understanding of the contract's potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s)	Tab 2

a. Total number of company's local full-time employees b. Year company was established c. Description of the company's background and size. d. Description of the company's corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization. A declarative statement as to whether. a. Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years. b. Proponent has within the past five (5) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation. c. Proponent has failed to complete work, or a contract awarded to proponent. If so, please provide an explanation; and d. Proponent or any of the Proponent's employees, agents, independent contractors or Sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details. e. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal	
Section 3 – Experience and Qualification of Key Staff Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP, including but not limited to the following: a. Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Proponent's experience matrix over the last five (5) years. (11" x 17" sheet of paper allowed). b. Provide resumes showing professional qualifications for Key Staff. List five (5) relevant projects, including: Client name and location; Project description; Role of the individual; Project actual or expected completion date; and Reference Contacts; and c. Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with	Tab 3

the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan. d. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state agencies. Such certifications include, but not are limited to: e. Chief Building Official (5 Years Overall Experience with 3 Years Supervisory Experience). See Exhibit I, II, and III, Detailed Scope Services and specifications listed in the RFP.	
Section 4 – Experience and Qualifications Firm and Team a. Describe proposer’s experience in PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION for the past five (5) years regarding the proposer. Include the following for each project: b. Provide a delineation of the roles assigned to the team members and all proposed Sub-consultants. a. Provide an organizational chart of proposed team indicating the role each team member will fulfill (11” x 17” paper allowed). b. Describe team members experience working together in a blended, integrated team environment. c. The Proponent shall identify any outside specialized Consultants that intends to use as a Sub-contractor for the management of the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor’s resume, company history, address, details of experience with similar type of municipal or city projects during the last five (5) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and d. Describe the Proponent’s current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at the company’s supporting offices. Also, list Proponent’s geographical location of the office	Tab 4

that will be primarily responsible for assigned projects, and where the work will be accomplished. e. Experience of firm and key staff & personnel. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. Provide a detailed resume of employees that will be assigned to work on the contract. Special emphasis will be focused on the Consultant's Firm's staff experience and their ability to demonstrate previous experience and special knowledge in the inspection services requested. Specifically show how the proposed organization with staffing will provide the City with the quantity and quality of service necessary to meet the City's needs. f. Experience in building and inspections. Consultant must characterize their understanding of the RFP's principal requirements and describe their expertise and experience in permitting and building inspections. The Consultant must provide a detailed resume of employees that will be assigned to this project and special emphasis will be focused on Consultant's experience and ability to demonstrate previous experience and special knowledge in the inspection services requested. State all locations, and dates of operation; the types and size of events; if appropriate, the numbers and kinds of employees involved; and any other relevant details, which would indicate Consultant's capability to perform such services. Detail key risk areas that are to be mitigated to facilitate success. Outline Consultant's approach towards achieving successful mitigation. Consultant must explain years of experience with providing permitting and building inspection services.	
See Exhibit I, Detailed Scope Services and specifications listed in the RFP. Section 5 – Technical/Project Management Approach Technical and Management Approach. Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: a. Provide a brief description of your company's structure and capabilities. b. Describe in detail your approach and process for permitting and building inspection services; and c. Provide a detailed schedule with your proposal for the project which includes critical milestones.	Tab 5

d. Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. Project Management: a. Describe how the project will be organized and managed. b. Describe progress for reporting procedures during the project for new employees. c. Include the anticipated use of subcontractors or vendors; and d. Describe the resources necessary to accomplish the purpose of the project. e. The Consultant shall have a Project Manager (Chief Building Officer) representing their company and any/all your company's subcontractors that are part of this project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer See Exhibit I, II, and III Detailed Scope Services and specifications listed in the RFP.	
Section 6 - Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. The respondent with the lowest total cost will receive the full 25 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 25, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): <u>Lowest cost submitted</u> Each successive cost $\times$ Points allocated for cost in RFP = Cost proposal score	Tab 6

See Exhibit II Cost Proposal Summary Form	
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information - It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. - If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: - Provide your firm's most recent balance sheets. - Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. - Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. - Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	Tab 9
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.	Tab 10

If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none.	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT VI, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections. <u>For informational purpose only</u>, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a

firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Experience and Qualification of Key Staff This criterion measures the overall organization infrastructure of Consultant's well-thought-out approach in undertaking the required services. Experience of Consultant's ability to lead and manage these services as well as the experience and resources of Consultant will be carefully considered. Key factors to be considered are experience in providing these types of services, professional credentials and leadership, reputation in the industry and the references provided or obtained. The quality and timeliness of the contractors past performance of previous contracts and Consultant's plan on how the future responsibilities will be handled. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 40
2. Technical Approach/Project Management Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components Proponent should describe the procedures and methods that will produce the required outcomes, which includes innovation, and cost effectiveness for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: • Provide a brief description of your company's structure and capabilities. • Describe in detail your approach and process for permitting and building inspection services; and • Provide a detailed schedule with your proposal for the project which includes critical milestones. • Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 35

3. Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria, Scope of Services, and Exhibit II Cost Proposal Summary Form	0- 25
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Overall Cost / Proposer's Price}) \times 25 = \text{Price Score}$$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES

1. SCOPE OF WORK

The Scope of Services (SOS) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Consultant. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Consultant and authorize such Services. It is understood and agreed to by the Proponent that Services performed under the Scope of Services of this RFP shall include, but not be limited to, the Services described below and as desired by the City.

The City is committed to efficiently delivering services to residents and businesses. The City is requesting proposals for qualified consultant(s) to provide Permitting and Building Inspection Services. The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must provide the full scope of Building Code Administration and Services including administration, permitting, building permit inspection, code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

The requested scope of services includes comprehensive Permitting and Building Inspection Services as described below. One or more consultants may be selected to enter into agreements for either the Permitting and Building Inspection Services or a single consultant may be selected to provide the entire scope of work.

For informational purpose only, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.

2. BUILDING CODES ADMINISTRATION SERVICES

The services include:

Administration

- 2.1. Serve as the City's Chief Building Official
- 2.2. Provide a building code team to facilitate building code, plan review and inspection services; and
- 2.3. Apply adopted building codes, including:
 - 2.3.1. 2012 International Building Code w/ Georgia Amendments.
 - 2.3.2. 2014 National Electrical Code.
 - 2.3.3. 2012 International Fuel Gas Code w/ Georgia Amendments.
 - 2.3.4. 2012 International Mechanical Code w/ Georgia Amendments.
 - 2.3.5. 2012 International Plumbing Code w/ Georgia Amendments.
 - 2.3.6. 2012 International Residential Code w/ Georgia Amendments.
 - 2.3.7. 2009 International Energy Conservation Code w/ Georgia Amendments.
 - 2.3.8. 2012 International Fire Code w/ Georgia Amendments.
 - 2.3.9. 2012 NFPA 101: Life Safety Code w/ Georgia Amendments.
 - 2.3.10. 2012 International Residential Code, Appendix G w/ Georgia Amendments (Swimming Pools, Spas and Hot Tubs).
 - 2.3.11. 2006 International Existing Building Code w/ Georgia Amendments.
 - 2.3.12. 2006 International Property Maintenance Code w/ Georgia Amendments.
 - 2.3.13. 2003 National Green Building Standards w/ Georgia Amendments; and
 - 2.3.14. 2010 Georgia Accessibility Code.
- 2.4. Enforce the building codes, including issuing stop work orders, investigating complaints 17 concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies.
- 2.5. As currently exist and as may be amended, enforce the American Disabilities Act (ADA) Standards for Accessible Design and the Georgia Accessibility Code, including issuing stop work orders, investigating complaints concerning violations, addressing any proceedings related to the correction of identified accessibility code deficiencies.
- 2.6. Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance.
- 2.7. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections of both commercial and residential structures.
- 2.8. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to Main Street District and historic structures.
- 2.9. Work with Community Development Staff to ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval.
- 2.10. Process code clearance request as related to business registration and another project, as needed.
- 2.11. Interpret building codes to provide clarification as needed.
- 2.12. Provide emergency disaster response as it relates to building codes.
- 2.13. Review and recommend local ordinances as they relate to the building codes.

- 2.14. Provide training for inspectors on City building related ordinances and amendments.
- 2.15. When directed, attend City Council, Planning Commission, and other meetings.
- 2.16. When directed, attend staff level meetings with city staff, public officials, community leaders, developers, contractors and the general public.
- 2.17. Attend, as needed, pre-application meetings.
- 2.18. Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence.
- 2.19. Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City.
- 2.20. Participate in the development and implementation of the City's objectives, policies and priorities.
- 2.21. Assists other City departments and divisions with various other tasks relating to various Building Codes including but not limited to investigations, attending meetings, etc.
- 2.22. Provide exceptional customer service by assisting customer with the permitting process; and
- 2.23. Performs related work as required.

Inspections

- 3.1. Coordinate all building related inspection requests.
- 3.2. Perform inspections of residential and nonresidential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances;
- 3.3. Perform all inspections as per adopted building codes and local amendments.
- 3.4. Provide inspection consultations to citizens, applicants, and contractors.
- 3.5. Perform code clearance inspections related to business license, as necessary.
- 3.6. Observe safety and security procedures and immediately report potentially unsafe conditions.
- 3.7. Perform all inspections called in before 4:00 PM no later than end of business on the following business day.
- 3.8. Identify and document any areas of non-compliance and suggest alternate means when appropriate.
- 3.9. Issue stop-work notices for non-conforming building activities; and
- 3.10. Utilize best practice related to the inspection, resulting, and reporting process as approved by the Chief Building Official. Plan Review.

Permitting

- 4.1. Coordinate all building related inspection requests for inspector processing.
- 4.2. Reviews plans, engineering, and permit documents and other pertinent information at the public counter in order to verify accuracy and completeness of information.
- 4.3. Determines permit, plan, and process requirements for prospective applicants.

- 4.4. Reviews building plans and permit application for completeness and compliance with established codes, ordinances, policies, and procedures
- 4.5. Processes Permit applications, and plan intake
- 4.6. Determines processing needs for projects
- 4.7. Assist building inspectors by performing code and records research and compiling.
- 4.8. Provides information to members of the public/ permit applicants regarding building permit requirements, inspection, and general requirements of the permit process.
- 4.9. Responds to telephone inquiries regarding permits, permit processes, building codes, and other related ordinances and laws.
- 4.10. Processes and issues building, electrical, plumbing, mechanical, grading and other related permits.
- 4.11. Calculates fees based on established schedules
- 4.12. Coordinates with Zoning and Public Works departments.
- 4.13. Monitors approval of plans by other departments and agencies.
- 4.14. Maintains computer files and other manual logs on all building permits and related documents.
- 4.15. May balance daily permit receipts and prepare appropriate monthly reports for submittal to department head.
- 4.16. Observe safety and security procedures and immediately report potentially unsafe conditions

Enforcement

- 5.1. Enforce compliance with all building codes including, but not limited to, building, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, accessibility, energy code, and foundation; and
- 5.2. Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means.

Records and Recording

- 6.1. Maintain proper legal record and files concerning construction and building code administration at the Community Development Department or at such other locations as approved by the Community Development Director.
- 6.2. Keep daily logs of building permit and inspection activities and submit an itemized monthly



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

report of all service activities to the Community Development Director. This should be in electronic format where appropriate. Said reports may be provided upon request; and

6.3. Reports

**EXHIBIT II
COST PROPOSAL SUMMARY FORM
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING SERVICES INSPECTION**

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for

the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Consultant:

Mailing Address of Consultant:

City:

State: _____

Zip Code: _____

Telephone: _____

Email:

Fee Amount Proposed:

\$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.

- c. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied By an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized Agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments

to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEES, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or

- (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- A. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible Time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses

is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS

- a. **Bid Bond** - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the Consultants Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.
- c. **Performance Bond** – Consultants Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers /

Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.

- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- d. The Contractor accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause

over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by The City for satisfactory compliance with the general terms, conditions and specifications of the proposal, by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Risk Management form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III- DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

was hereunto affixed in the presence of: (Bidder - print the full name of your firm)

(Authorized signing officer, Title)

(Seal)



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-0027 PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES – A copy of the Contractor's current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
-------------------------------	------------------------	--------------------

(Including operation of non-owned, owned, and hired automobiles).

3. UMBRELLA LIABILITY

(In excess of the above noted coverages) Each Occurrence \$1,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**EXHIBIT VI
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2020-0027

SOLICITATION TITLE: **PROFESSIONAL PERMITTING AND BUILDING
INSPECTION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT V
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-0027
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation.

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date



Where Community Connects

City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____ Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

**FORM 8
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

(O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *[Any of the electronic verification of work authorization programs 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].

**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

30.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____ , attachment(s) # _____ to # _____ , and/or appendices # _____ to # _____ , in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____



REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES





Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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REQUEST FOR PROPOSALS (RFP) NO. 2020-0027

PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
Thursday 24, 2020

INTRODUCTION

PURPOSE

The City of Stockbridge, Georgia (City) requests qualified firms with proven experience in Permitting, Engineering and Building Inspection Services to submit proposals for Professional Permitting, Engineering and Building Inspection Services for Stockbridge City, Georgia. The City is seeking a qualified consultant to provide full scope of professional permitting and building inspection services from permitting, inspecting, record keeping, plan review, building code administration services, engineering services and all things necessary to complete permitting and building inspection services. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach. The City intends to award a contract for one (1) year with the option to renew for (4), (1) year, renewable options.

The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must also provide the full scope of Building Code Administration and Engineering Services including administration, permitting, building permit inspection, and code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

MINIMUM REQUIREMENTS

Proponent shall satisfactorily demonstrate significant experience with governmental agencies in Permitting and Building Inspection services. Proponent must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- The firm should have been in business for a minimum of five (5) years.
- A description must be provided regarding the nature of services provided to the client cities or agencies.
- A comprehensive list of references of cities served must be provided. Cite examples of qualifying project with dates, contact persons, and scope of service(s) performed.
- Also, describe the team's experience with historic properties, green building construction techniques and LEED certified construction.

- The submittal shall clearly state the number and type of programs or services performed; and
- If any previous work was audited and found to be in non-compliance with a funding source, this must be cited.

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>

2.2 PRE-PROPOSAL CONFERENCE

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, February 18, 2021, (3:00PM) EDT**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES**

City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: Thursday, February 18, 2021, (3:00PM) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

2.4.1 BID OPENING

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at ProcurementDivision@CityofStockbridge-ga.gov , 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	Thursday, December 24, 2020
Pre-Proposal Meeting (Non-mandatory) The Non-Mandatory Pre-Bid Tele-Conference Meeting Cisco WebEx https://www.cityofstockbridge.com/pview.aspx?id=4640&catid=0	Thursday, January 7, 2021, (10:00 A.M, EDT)
Last Day for Questions to be Submitted	Friday, January 22, 2020 (12:00 noon, EDT)
RFP Submittal Due Date	Thursday, February 18, 2021 (3:00 PM, EDT)
Project Manager – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **January 22, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all-addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: ProcurementDivision@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.

- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify The Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners

do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. **Contract Term** - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during The question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the

same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through

59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be Excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act" have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive,

responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

Bid Bond - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I, II, AND III**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>, the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and Georgia Municipal Association <https://www.glga.org/>
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on

them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).

- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its

interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract

elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Insurance Form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTps://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2020. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally

SECTION
3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, February 18, 2021 (3:00 PM) EDT** and must be addressed to:

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its

sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal - The Proposer’s name, mailing address, telephone number and nearest office location. - Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP. - A statement that the proposal is in response to the RFP for PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION.	Tab 1
Section 2 – Executive Summary Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s)	Tab 2

a. Total number of company's local full-time employees b. Year company was established c. Description of the company's background and size. d. Description of the company's corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization. A declarative statement as to whether. a. Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years. b. Proponent has within the past five (5) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation. c. Proponent has failed to complete work, or a contract awarded to proponent. If so, please provide an explanation; and d. Proponent or any of the Proponent's employees, agents, independent contractors or Sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details. e. Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal	
Section 3 – Experience and Qualification of Key Staff Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP, including but not limited to the following: a. Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Proponent's experience matrix over the last five (5) years. (11" x 17" sheet of paper allowed). b. Provide resumes showing professional qualifications for Key Staff. List five (5) relevant projects, including: Client name and location; Project description; Role of the individual; Project actual or expected completion date; and Reference Contacts; and c. Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with	Tab 3

the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan. d. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state agencies. Such certifications include, but not are limited to: e. Chief Building Official (5 Years Overall Experience with 3 Years Supervisory Experience). See Exhibit I, II, and III, Detailed Scope Services and specifications listed in the RFP.	
Section 4 – Experience and Qualifications Firm and Team a. Describe proposer’s experience in PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES CONSTRUCTION for the past five (5) years regarding the proposer. Include the following for each project: b. Provide a delineation of the roles assigned to the team members and all proposed Sub-consultants. a. Provide an organizational chart of proposed team indicating the role each team member will fulfill (11” x 17” paper allowed). b. Describe team members experience working together in a blended, integrated team environment. c. The Proponent shall identify any outside specialized Consultants that intends to use as a Sub-contractor for the management of the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor’s resume, company history, address, details of experience with similar type of municipal or city projects during the last five (5) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and d. Describe the Proponent’s current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at the company’s supporting offices. Also, list Proponent’s geographical location of the office	Tab 4

that will be primarily responsible for assigned projects, and where the work will be accomplished. e. Experience of firm and key staff & personnel. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. Provide a detailed resume of employees that will be assigned to work on the contract. Special emphasis will be focused on the Consultant's Firm's staff experience and their ability to demonstrate previous experience and special knowledge in the inspection services requested. Specifically show how the proposed organization with staffing will provide the City with the quantity and quality of service necessary to meet the City's needs. f. Experience in building and inspections. Consultant must characterize their understanding of the RFP's principal requirements and describe their expertise and experience in permitting and building inspections. The Consultant must provide a detailed resume of employees that will be assigned to this project and special emphasis will be focused on Consultant's experience and ability to demonstrate previous experience and special knowledge in the inspection services requested. State all locations, and dates of operation; the types and size of events; if appropriate, the numbers and kinds of employees involved; and any other relevant details, which would indicate Consultant's capability to perform such services. Detail key risk areas that are to be mitigated to facilitate success. Outline Consultant's approach towards achieving successful mitigation. Consultant must explain years of experience with providing permitting and building inspection services. See Exhibit I, Detailed Scope Services and specifications listed in the RFP.	
Section 5 – Technical/Project Management Approach Technical and Management Approach. Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: a. Provide a brief description of your company's structure and capabilities. b. Describe in detail your approach and process for permitting and building inspection services; and c. Provide a detailed schedule with your proposal for the project which includes critical milestones.	Tab 5

d. Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. Project Management: a. Describe how the project will be organized and managed. b. Describe progress for reporting procedures during the project for new employees. c. Include the anticipated use of subcontractors or vendors; and d. Describe the resources necessary to accomplish the purpose of the project. e. The Consultant shall have a Project Manager (Chief Building Officer) representing their company and any/all your company's subcontractors that are part of this project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer See Exhibit I, II, and III Detailed Scope Services and specifications listed in the RFP.	
Section 6 - Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. The respondent with the lowest total cost will receive the full 25 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 25, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): <u>Lowest cost submitted</u> Each successive cost X Points allocated for cost in RFP = Cost proposal score	Tab 6

See Exhibit II Cost Proposal Summary Form	
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information a. It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	Tab 9
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.	Tab 10

If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none.	Tab 11
Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT VI, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections. <u>For informational purpose only</u>, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a

firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Experience and Qualification of Key Staff This criterion measures the overall organization infrastructure of Consultant's well-thought-out approach in undertaking the required services. Experience of Consultant's ability to lead and manage these services as well as the experience and resources of Consultant will be carefully considered. Key factors to be considered are experience in providing these types of services, professional credentials and leadership, reputation in the industry and the references provided or obtained. The quality and timeliness of the contractors past performance of previous contracts and Consultant's plan on how the future responsibilities will be handled. Characterize the Consultant's Firm understanding of the RFP's principal requirements and describe The Consultant's Firm expertise and experience in building and inspections. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 40
2. Technical Approach/Project Management Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components Proponent should describe the procedures and methods that will produce the required outcomes, which includes innovation, and cost effectiveness for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to: • Provide a brief description of your company's structure and capabilities. • Describe in detail your approach and process for permitting and building inspection services; and • Provide a detailed schedule with your proposal for the project which includes critical milestones. • Consultant must demonstrate innovative practices to supplement the efforts of municipal departments to increase safety while providing helpful and attentive service to the departments and public they serve. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria and Scope of Services	0 - 35

3. Cost Proposal The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-0027 for "PERMITTING AND BUILDING INSPECTION SERVICES" on the outside of the envelope. Responders are required to submit their costs on <i>Cost Proposal Forms</i> Responder shall not alter the cost proposal form. See Section 3.2 Overview Proposal Requirements/Evaluation Criteria, Scope of Services, and Exhibit II Cost Proposal Summary Form	0- 25
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

(Lowest Overall Cost /Proposer's Price) x 25 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES

1. SCOPE OF WORK

The Scope of Services (SOS) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Consultant. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Consultant and authorize such Services. It is understood and agreed to by the Proponent that Services performed under the Scope of Services of this RFP shall include, but not be limited to, the Services described below and as desired by the City.

The City is committed to efficiently delivering services to residents and businesses. The City is requesting proposals for qualified consultant(s) to provide Permitting and Building Inspection Services. The City seeks a qualified consultant(s) to work with the City and its citizens to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must provide the full scope of Building Code Administration and Services including administration, permitting, building permit inspection, code compliant inspections, and reviews of all types of construction plans. Demonstrate an understanding of the importance of coordination with city staff, city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and educational that includes a variety of means and methods that promote public outreach.

The requested scope of services includes comprehensive Permitting and Building Inspection Services as described below. One or more consultants may be selected to enter into agreements for either the Permitting and Building Inspection Services or a single consultant may be selected to provide the entire scope of work.

For informational purpose only, the City also request that the consultant provides the City with a percentage of fees option based on permit and plan checks fees collected. Should the City adopt a fee schedule, the percentage could be negotiated. The city may request that the consultant assist the city with a most effective and comprehensive fee schedule based on the City's, population and character. the fees option should be based on monthly collected fees up to \$20,000 a month and over \$20,000 a month.

2. BUILDING CODES ADMINISTRATION SERVICES

The services include:

Administration

- 2.1. Serve as the City's Chief Building Official
- 2.2. Provide a building code team to facilitate building code, plan review and inspection services; and
- 2.3. Apply adopted building codes, including:
 - 2.3.1. 2012 International Building Code w/ Georgia Amendments.
 - 2.3.2. 2014 National Electrical Code.
 - 2.3.3. 2012 International Fuel Gas Code w/ Georgia Amendments.
 - 2.3.4. 2012 International Mechanical Code w/ Georgia Amendments.
 - 2.3.5. 2012 International Plumbing Code w/ Georgia Amendments.
 - 2.3.6. 2012 International Residential Code w/ Georgia Amendments.
 - 2.3.7. 2009 International Energy Conservation Code w/ Georgia Amendments.
 - 2.3.8. 2012 International Fire Code w/ Georgia Amendments.
 - 2.3.9. 2012 NFPA 101: Life Safety Code w/ Georgia Amendments.
 - 2.3.10. 2012 International Residential Code, Appendix G w/ Georgia Amendments (Swimming Pools, Spas and Hot Tubs).
 - 2.3.11. 2006 International Existing Building Code w/ Georgia Amendments.
 - 2.3.12. 2006 International Property Maintenance Code w/ Georgia Amendments.
 - 2.3.13. 2003 National Green Building Standards w/ Georgia Amendments; and
 - 2.3.14. 2010 Georgia Accessibility Code.
- 2.4. Enforce the building codes, including issuing stop work orders, investigating complaints 17 concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies.
- 2.5. As currently exist and as may be amended, enforce the American Disabilities Act (ADA) Standards for Accessible Design and the Georgia Accessibility Code, including issuing stop work orders, investigating complaints concerning violations, addressing any proceedings related to the correction of identified accessibility code deficiencies.
- 2.6. Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance.
- 2.7. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections of both commercial and residential structures.
- 2.8. Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to Main Street District and historic structures.
- 2.9. Work with Community Development Staff to ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval.
- 2.10. Process code clearance request as related to business registration and another project, as needed.
- 2.11. Interpret building codes to provide clarification as needed.
- 2.12. Provide emergency disaster response as it relates to building codes.
- 2.13. Review and recommend local ordinances as they relate to the building codes.

- 2.14. Provide training for inspectors on City building related ordinances and amendments.
- 2.15. When directed, attend City Council, Planning Commission, and other meetings.
- 2.16. When directed, attend staff level meetings with city staff, public officials, community leaders, developers, contractors and the general public.
- 2.17. Attend, as needed, pre-application meetings.
- 2.18. Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence.
- 2.19. Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by the City.
- 2.20. Participate in the development and implementation of the City's objectives, policies and priorities.
- 2.21. Assists other City departments and divisions with various other tasks relating to various Building Codes including but not limited to investigations, attending meetings, etc.
- 2.22. Provide exceptional customer service by assisting customer with the permitting process; and
- 2.23. Performs related work as required.

Inspections

- 3.1. Coordinate all building related inspection requests.
- 3.2. Perform inspections of residential and nonresidential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances;
- 3.3. Perform all inspections as per adopted building codes and local amendments.
- 3.4. Provide inspection consultations to citizens, applicants, and contractors.
- 3.5. Perform code clearance inspections related to business license, as necessary.
- 3.6. Observe safety and security procedures and immediately report potentially unsafe conditions.
- 3.7. Perform all inspections called in before 4:00 PM no later than end of business on the following business day.
- 3.8. Identify and document any areas of non-compliance and suggest alternate means when appropriate.
- 3.9. Issue stop-work notices for non-conforming building activities; and
- 3.10. Utilize best practice related to the inspection, resulting, and reporting process as approved by the Chief Building Official. Plan Review.

Permitting

- 4.1. Coordinate all building related inspection requests for inspector processing.
- 4.2. Reviews plans, engineering, and permit documents and other pertinent information at the public counter in order to verify accuracy and completeness of information.
- 4.3. Determines permit, plan, and process requirements for prospective applicants.

- 4.4. Reviews building plans and permit application for completeness and compliance with established codes, ordinances, policies, and procedures
- 4.5. Processes Permit applications, and plan intake
- 4.6. Determines processing needs for projects
- 4.7. Assist building inspectors by performing code and records research and compiling.
- 4.8. Provides information to members of the public/ permit applicants regarding building permit requirements, inspection, and general requirements of the permit process.
- 4.9. Responds to telephone inquiries regarding permits, permit processes, building codes, and other related ordinances and laws.
- 4.10. Processes and issues building, electrical, plumbing, mechanical, grading and other related permits.
- 4.11. Calculates fees based on established schedules
- 4.12. Coordinates with Zoning and Public Works departments.
- 4.13. Monitors approval of plans by other departments and agencies.
- 4.14. Maintains computer files and other manual logs on all building permits and related documents.
- 4.15. May balance daily permit receipts and prepare appropriate monthly reports for submittal to department head.
- 4.16. Observe safety and security procedures and immediately report potentially unsafe conditions

Enforcement

- 5.1. Enforce compliance with all building codes including, but not limited to, building, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, accessibility, energy code, and foundation; and
- 5.2. Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means.

Records and Recording

- 6.1. Maintain proper legal record and files concerning construction and building code administration at the Community Development Department or at such other locations as approved by the Community Development Director.
- 6.2. Keep daily logs of building permit and inspection activities and submit an itemized monthly

report of all service activities to the Community Development Director. This should be in electronic format where appropriate. Said reports may be provided upon request; and

6.3. Reports

EXHIBIT II
COST PROPOSAL SUMMARY FORM
REQUEST FOR PROPOSALS (RFP) NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING SERVICES INSPECTION

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for

the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Consultant:

Mailing Address of Consultant:

City:

State: _____ Zip Code: _____

Telephone: _____

Email:

Fee Amount Proposed: \$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.

- c. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied By an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized Agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments

to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) The Contractor has made false certification hereinabove; or

- (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- A. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible Time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses

is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS

- a. **Bid Bond** - the Consultant Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the Consultants Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.
- c. **Performance Bond – Consultants** Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Consultant Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers /

Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.23 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.24 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.

- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.25 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.26 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- d. The Contractor accepts the relationship of trust and confidence established by the award Of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.30 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor In the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause

over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by The City for satisfactory compliance with the general terms, conditions and specifications of the proposal, by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in the attached Risk Management form in this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I, II AND III– DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-0027 PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

3. UMBRELLA LIABILITY

(In excess of the above noted coverages) Each Occurrence \$1,000,000

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**EXHIBIT VI
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2020-0027

SOLICITATION TITLE: **PROFESSIONAL PERMITTING AND BUILDING
INSPECTION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT V
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-0027
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation.

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ 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. Code Section 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8
CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs 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].

FORM 12**CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) #_____ to #_____ , attachment(s) #_____ to #_____ , and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2020-0027
PROFESSIONAL PERMITTING AND BUILDING INSPECTION SERVICES
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2020-0027

DATE: Thursday, February 18, 2021

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

PROFESSIONAL PERMITTING AND BUILDING SERVICES

All bids must be Mailed Only to the City at the address listed in the bid.

**Proposer should obtain tracking receipt and provide proof of the receipt
via email within 3 days after bid opening date.**

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION TO INCREASE THE APPROVED AMOUNT OF
REQUEST FOR PURCHASE 2021-0001P**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, The Procurement Department budgeted \$25,000 for a variety of office supplies and higher education equipment for City of Stockbridge schools;

WHEREAS, the City approved RFP NO: 2021-0001P for \$25,000.00 and the Procurement department is seeking an increase in RFP NO: 2021-0001P to \$100,000.00;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The requested increase to RFP NO: 2021-0001P to \$100,000.00 is hereby approved by the City Council. The supporting documents are attached as Exhibit A.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

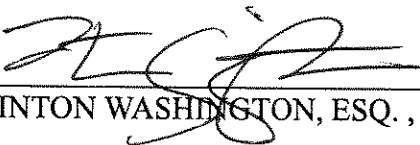
SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, ESQ., City Attorney



City of Stockbridge

Agenda Request Form

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT \$ 100,000

FROM ACCOUNT

Funds will be provided from account number by different departments

PRESENTER: Lindell Y. Miller/ John Wiggins

ITEM/PROJECT/EVENT: RFP NUMBER 2021-0001P—OMNIA PARTNERS PUBLIC SECTOR, PRINCE WILLIAMS PUBLIC SCHOOLS CONTRACT NO. R- T- 17006 AND AMAZON SERVICES, LLC.

BACKGROUND INFORMATION:

The Procurement Department requested approval to Piggyback the contract for OMNIA Partners Public Sector, Prince William County Public Schools Contract No. R-TC-17006, Amazon Services, LLC, City of Stockbridge Contract Number RFP No: 2021-0001P and sign up for the Amazon Services, in the estimated annual amount of \$25,000. The contract was approved by the City Manager September 22, 2021.

The initial term of this contract shall be from the date of award, January 19, 2017, thru January 18, 2022, with the option to renew for three (3) additional two (2) – one-year periods, upon mutual written consent of the parties to the contract.

STAFF RECOMMENDATION:

The Procurement Department requested approval to Piggyback the contract for OMNIA Partners Public Sector, Prince William County Public Schools Contract No. R-TC-17006, Amazon Services, LLC, City of Stockbridge Contract Number RFP No: 2021-0001P and sign up for the Amazon Services, in the estimated annual amount of \$25,000.

The Procurement department now requests approval to increase the contract for OMNIA Partners Public Sector, Prince William County Public Schools Contract No. R-TC-17006, Amazon Services, LLC, City of Stockbridge Contract Number RFP No: 2021-0001P in the amount of \$75,000.00, for an overall contract value of \$100,000.00.

The initial term of this contract shall be from the date of award, January 19, 2017, thru January 18, 2022, with the option to renew for three (3) additional two (2) – one-year periods.

Amazon Marketplace is an on-line marketplace for the purchase of products and services on behalf of itself and other government agencies.

The Purpose of this contract is to provide Office Supplies, Classroom, School, Art Supplies and Materials Home Kitchen, Food and Grocery, Books, Musical Instruments, Band and Orchestra, Drums and Percussion, Keyboards, Live Sound and Stage, Strings, Audio Visual and Electronics Television and Audio, Portable Audio equipment and Accessories, Camera and Video equipment, Electronics Accessories, Cell Phones, Game Consoles; Higher Education Scientific Equipment and Lab Supplies, General Lab Supplies Consumables and Supplies, Glassware and Plastic ware, Laboratory, Instruments, Microscopes, Scales and Balances, Liquid Handling, Chromatography, Lab Chemicals, Spectrophotometers, filtration, safety and lab furniture and other related products, Animal Supplies, Equipment and Food and miscellaneous items for governmental agencies.

Description	Contract Approval
Original Contract Approval Date: September 22, 2021 (City Manager Approved)	\$25,000.00
Staff Current Request	\$75,000.00
Overall Contract Value	\$100,000.00

The City of Stockbridge Ordinance 3.30.223, (A) - Change orders and contract modifications. General Provisions. Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the city council.

Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city.

Fiscal Impact: Funds will be provided from account number by different departments

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign	_____
PROCUREMENT YES		NO	or N/A Sign	
FINANCE DEPT: YES		NO	or N/A Sign	_____
CITY MANAGER: YES		NO	or N/A Sign	_____



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109**, hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



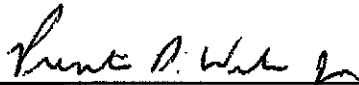
- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.
-

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

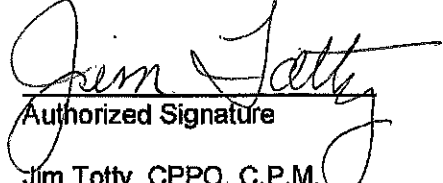
This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:


Authorized Signature
Prentiss D. Wilson, Jr.
Type Name
Vice President
Title
Jan 27, 2017
Date

PURCHASING AGENCY:


Authorized Signature
Jim Totty, CPPO, C.P.M.
Type Name
Supervisor of Purchasing
Title
1-31-17
Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

- 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Prince D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date





REQUEST FOR PROPOSAL

ISSUE DATE: September 14, 2016

RFP #: R-TC-17006

TITLE: On-line Marketplace for the Purchases of Products and Services

Sealed proposals must be received and time stamped prior to 2:00 PM, October 14th, 2016. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, via email to Anthony Crosby, Coordinator, at crosbyae@pwcs.edu. To be assured consideration all questions/requests for information must be received by **September 30, 2016** prior to **4:00 PM**. After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT
DIRECTLY TO:**

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-TC-17006
P.O. Box 389
Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR
EXPRESS COURIER SERVICES SHALL BE
DELIVERED TO:**

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-TC-17006
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 6.13 in this RFP for additional information.

Proprietary Information Enclosed: ☐ YES ☐ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 6.15 in this RFP for additional information.

Proposed Exceptions to the RFP: ☐ YES ☐ NO

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. ____ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is _____. **(The SCC number is NOT your federal tax identification number). -OR-**
2. ____ Offeror is a sole proprietor and no SCC number is required. **-OR-**
3. ____ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
4. ____ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (***PWCS reserves the right to determine in its sole discretion whether to allow such waiver.***)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Phone: (____) _____

Email Address: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Date: _____

Remittance Address (If Different): _____

Fax: (____) _____

Contact Person: _____

Signature: _____

(Person signing must be authorized to bind the Offeror in contractual matters)



COMPETITIVE SOLICITATION

BY PRINCE WILLIAM COUNTY SCHOOLS

FOR

ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP # R-TC-17006

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U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

[Auburn University, AL](#)
[Beaverton School District, OR](#)
[City and County of Denver, CO](#)
[City of Chicago, IL](#)
[City of El Paso, TX](#)
[City of Houston, TX](#)
[City of Kansas City, MO](#)
[City of Los Angeles, CA](#)
[City of Ocean City, NJ](#)
[City of Seattle, WA](#)
[Cobb County, GA](#)
[Denver Public Schools](#)
[Emory University, GA](#)
[Fairfax County, VA](#)
[Fresno Unified School District, CA](#)

[Great Valley School District, PA](#)
[Harford County Public Schools, MD](#)
[Hennepin County, MN](#)
[Los Angeles County, CA](#)
[Maricopa County, AZ](#)
[Miami-Dade County, FL](#)
[Nassau BOCES, NY](#)
[North Carolina State University, NC](#)
[Onondaga County, NY](#)
[Port of Portland, OR](#)
[Prince William County Schools, VA](#)
[San Diego Unified School District, CA](#)
[State of Iowa, IA](#)
[The School District of Collier County, FL](#)

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Prince William County Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Prince William County Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2015 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place

orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an On-line Marketplace for the purchase of the product categories in Section 4.1 for Prince William County Public Schools, Virginia, (herein referred to as "PWCS" or "Lead Public Agency") on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations (herein "Participating Public Agencies) through sealed proposals from qualified sources to establish term contract, to include delivery, through competitive negotiations in accordance with the statement of needs, terms and conditions stated herein.

1.1. **Objectives**

- 1.1.1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 1.1.2. Establish the Master Agreement as the Supplier's featured offering to Participating Public Agencies;
- 1.1.3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 1.1.4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 1.1.5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 1.1.6. Provide Participating Public Agencies with environmentally responsible products and services.

2. **BACKGROUND:**

Prince William County Public Schools is located in northern Virginia approximately 35 miles southwest of Washington D.C. and 80 miles north of Richmond, Virginia. The County encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment in October 2015, was 87,253 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 58 elementary schools, 16 middle schools, 11 high schools, three special education schools, one special site school, one K-8 school and an Academic Year Governor's School. Two schools opened in September 2016: Charles J. Colgan Sr. High School in Manassas and Kyle R. Wilson Elementary School in Woodbridge.

3. **CONTRACT ADMINISTRATOR:**

The following employee of PWCS is identified to use all powers under the contract to enforce its faithful performance:

- 3.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Anthony E. Crosby, CPPO, Coordinator, 703-791-8738, crosbyae@pwcs.edu

4. **STATEMENT OF NEEDS:**

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products through a single-source, on-line marketplace. The product category descriptions below are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. In addition Offerors should include additional product categories under "Miscellaneous/Other" category. Your firm may not have the ability to provide all categories.

The intent is for each Offeror to submit their complete product line so that Participating Public Agencies may order a wide array of products as appropriate for their needs. You may subcontract items your firm does not supply.

4.1. **Product Categories**

Category 1: Office Supplies

Binders and Accessories, Filing and Storage, Calendars and Planners, Basic Supplies, Desk Accessories and Organization, Pens, Pencils and Markers, Business Forms and Record Keeping, Post-it Notes, Labels, Mail, Shipping and Envelopes, Tape, Presentation Boards, Staplers and Staples, Paper Punches, Paper Clips, Binders, Scissors Rubber Bands, All Paper- Copy and Printer, notebooks, Pads, Cash Register and Thermal Rolls, Photo and Presentation Paper, Printer Ink and Toner Cartridges, Office Electronics and all other Office Supplies.

Category 2: Classroom, School, Art Supplies and Materials

Art Supplies, Craft Supplies, Crayons, Paint and Paint Brushes, Ceramics, Pens, Markers and Pencils, Glue and Adhesive, Chalk, Easels, Yarn, fabric, and sewing. All Paper including Art paper, Art Paper Rolls and Construction Paper. Early childhood Products, Building Toys, Games, Learning and Education, Puzzles, Ink and toner Cartridges and all other School Supplies.

Category 3: Home Kitchen, Food and Grocery

Food, Beverages, Snack Food, Cooking & Baking, Small Kitchen Appliances, Artwork, Bath, Bedding, Home and Office Décor, Kitchen & Dining, Storage and Organization, and other related products.

Category 4: Books

Textbooks, K-12 Teaching, Education and Teaching, Professional Certification, Reference and all other books, including distribution of digital content, and other related books and content

Category 5: Musical Instruments

Band and Orchestra, Drums and Percussion, Keyboards, Live Sound and Stage, Strings and other related products and accessories.

Category 6: Audio Visual and Electronics

Television and Audio, Portable Audio equipment and Accessories, Camera and Video equipment, Electronics Accessories, Cell Phones, Game Consoles and other related products and accessories.

Category 7: Higher Education Scientific Equipment and Lab Supplies

General Lab Supplies Consumables and Supplies, Glassware and Plastic ware, Laboratory Instruments, Microscopes, Scales and Balances, Liquid Handling, Chromatography, Lab Chemicals, Spectrophotometers, filtration, safety and lab furniture and other related products and accessories.

Category 8: Clothing

Outerwear, Athletic Wear, Innerwear, Belts, shoes and other related products.

Category 9: Animal Supplies, Equipment and Food

Bedding, Mats, Litter, Crates, Grooming, Boots and Wraps, Health and Medical Supplies, Pumps and filters, Food and Treats and other related products and accessories.

Category 10: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

4.2. **Pricing Instructions:**

4.2.1. All offerors must provide pricing based on their marketplace model.

4.2.2. Provide offerors proposed shipping methods.

4.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

4.4. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

5. **PROPOSED SCHEDULE OF IMPLEMENTATION:**

<u>Date</u>	<u>Schedule of Items</u>
September 14, 2016	Issue Request for Proposals
September 30, 2016	Questions/Inquiries Must Be Submitted By 4:00 PM
October 14, 2016	Proposals Due Prior to 2:00 PM
October 26, 2016	Discussions with Selected Offeror(s)
November 30, 2016	Award Recommendation to School Board
December 1, 2016	Award of Contract

6. **PROPOSAL SUBMISSION REQUIREMENTS:**

6.1. **One (1) complete originals of proposal** (hardcopy, marked as "**Original**").

6.2. **Two (2) copies** of the complete proposal (hardcopy, marked as "**Copy**").

6.3. **Eight (8) copies** of the complete proposal on **USB flash drive.**

- 6.4. **Eight (8) “REDACTED COPIES” (PDF format) on USB flash drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as “REDACTED COPY.”**
- 6.5. **Two (2) hard copy** that reflects the **removal of all proprietary items.** Said copy shall be **clearly marked as “REDACTED COPY.”**
- 6.6. If there is no proprietary information in the proposal, Offeror must check on page one (1) of the coversheets and the submission of “REDACTED COPIES” is not required.
- 6.7. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- 6.7.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Due Time
_____	_____	_____
Street or Box Number	RFP Number	RFP Title
_____	_____	_____
City	State, Zip Code	Contract Administrator

- 6.8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 6.9. Offerors are reminded that changes to the Request for Proposal, in the form of Addenda are often issued. Any Addenda **MUST** be signed and accompany the proposal. Addenda will be available at:
<http://purchasing.departments.pwcs.edu/modules/cms/pages.phtml?pageid=305263&sessionid=0439e8e559fae30a5f5b4861bff2874c&sessionid=0439e8e559fae30a5f5b4861bff2874c>. It is the Offeror's responsibility to monitor the web page for the most current Addenda.
- 6.10. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 6.11. It is the Offeror's responsibility to clearly identify and to describe the product categories and products being offered in response to this Request for Proposal.
- 6.12. Use of Information and Documents:
PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and

information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

6.13. Submission of Proprietary Information:

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information (TAB 8); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

6.14. Mandatory Provisions:

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

6.15. Submission of Proposed Exceptions:

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.17, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

6.16. Format and Content of Proposal:

6.16.1. The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on thumb drives should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

6.16.2. Offerors should organize their proposals using the following TABBED-SECTION format:

6.16.2.1. Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1 and 2)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.

6.16.2.2. Executive Summary (TAB 2)

Offeror shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

6.16.2.3. Proposal Profile (TAB 3)

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of company submitting proposal
- List any company dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees

6.16.2.4. Project Methodology/Approach (TAB 4)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES is encouraged.

In addition, Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

6.16.2.5. Supplier Information (TAB 5)

- a. Supplier Qualifications (Ref. pages 30-34): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Offeror shall provide a completed and signed Supplier Worksheet for National Program Consideration (Ref. page 35).
- c. Supplier Information (Ref. pages 37-40).

6.16.2.6. References (TAB 6)

The Offeror shall complete the Contractor Data Sheet (**Attachment A**), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

6.16.2.7. Proprietary Information (TAB 7)

Any such information must be submitted under this tab. See Section 6.13 for additional information.

6.16.2.8. Exceptions (TAB 8)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.15 for additional information.

6.16.2.9. Other Information (TAB 9)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

6.16.2.10 U.S. Communities Administration Agreement, (TAB 10)

6.16.2.11 Attachments B & C (TAB 11)

Attachment B – Completed Vendor Information Form
Attachment C – Certificate of Compliance Form

The Offeror shall provide access to On-line Marketplace via user ID and password or via a hyperlink for use during pricing evaluation.
The information must be included in Tab 11 so the Evaluation Committee can access the cost for consideration in the evaluation process.

- 6.17. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 6.18. Withdrawal of Proposals No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within one-hundred twenty (120) days after the date fixed for opening proposals.

7. **CRITERIA FOR PROPOSAL EVALUATION**

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
Proposed Approach/Methodology/Products and Services	40%
References	5%
Supplier Information/Qualifications/Ability to Perform	35%
Proposed Costs	20%

8. **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, PWCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple offerors should PWCS decide this to be in its best interest. Should PWCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

9. **CONTRACT TERM & RENEWAL**

- 9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

10. **SPECIAL TERMS AND CONDITIONS:**

- 10.1. CERTIFICATE OF COMPLIANCE: By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have directed.
- 10.2. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

- 10.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 10.4. EXTRA CHARGES NOT ALLOWED: The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.
- 10.5. GENERAL INSURANCE REQUIREMENTS:
- 10.5.1. The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:
 - 10.5.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/\$100,000/\$500,000;
 - 10.5.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
 - 10.5.4. PWCS should be named as additional insured on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A forty-five (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS Purchasing Agent. The insurance certificate shall state contract number and title.
 - 10.5.5. Automobile Liability \$1,000,000
- 10.6. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 2/27/13)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
5. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
- 5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.

- 5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, automatically disqualified and will not be considered. **PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**
7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.
8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.
9. **OFFICIAL NOT TO BENEFIT:**
 - 9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
 - 9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in

connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.
10. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),
Addenda,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PWCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 13.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
15. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
16. **APPROPRIATION OF FUNDS:** All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination.
17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS Supervisor of Purchasing.
18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William County Code. Information regarding business license requirements is available on the Prince William County website at www.pwcgov.org.
20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
21. **CONFIDENTIALITY AND RETURN OF RECORDS:**
 - 21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.
 - 21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.
 - 21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.
22. **COPYRIGHT:**
 - 22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the PWCS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as PWCS may request to affect such transfer or assignment.
 - 22.2. Further, the Contractor agrees that the rights granted to PWCS by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
 - 22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the PWCS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.
23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
 - 23.1. Provide a drug-free workplace for the Contractor's employees.
 - 23.2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - 23.4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
24. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.
25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.
26. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.
28. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for

the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.

28.2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

28.3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

29.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

29.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

29.3. Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No

provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PWCS and all of its officers, departments, agents and employees (collectively known as "PWCS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PWCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

31. **PRICE REDUCTION:** If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for proposal on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

32. **PROJECT STAFF:** PWCS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PWCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PWCS in a timely manner and at no additional cost to PWCS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

33. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.

34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to

compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **SUBCONTRACTS:**

35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.

35.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

36. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

36.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

36.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

37. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed

service, but no amount shall be allowed for anticipated profit on unperformed services.

38. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

38.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

38.4. PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

39. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

39.2. Proposal records shall be open to the public only after award.

39.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

39.4. Trade secrets or proprietary information submitted by any offeror or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the offeror or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. **Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

- 39.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.
40. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
41. **PAYMENT TERMS:**
- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 41.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
42. **PAYMENT TO SUBCONTRACTORS:**
- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 42.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 42.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.
43. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.
44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding one-hundred and twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.
45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.
46. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.
- 49.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

OFFEROR/CONTRACTOR REMEDIES

- 49.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.
50. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

Solicitation #R-TC-17006

CONTRACTOR DATA SHEET

1. QUALIFICATION OF OFFEROR: The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. REFERENCES: Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
E-mail: _____		Fax No. _____	

2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
E-mail: _____		Fax No. _____	

3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____		Phone No. _____	
E-mail: _____		Fax No. _____	

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

**Attention Vendors: Visit the PWCS Purchasing Office website at
<http://purchasing.departments.pwcs.edu> to:**

**Register on-line (Click on "Vendor Registration")
Obtain a W-9 form and instructions**



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

#R-TC-17006
Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date



CONTRACT

CONTRACT NUMBER:

This Contract entered into this _____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to __, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
 - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may

request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

Date

EXHIBIT A

U.S. COMMUNITIES INFORMATION

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management

fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering

the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your featured public offering to Participating Public Agencies?
YES____ NO____
-

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

NEW SUPPLIER IMPLEMENTATION CHECKLIST

 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number		
4. Second Conference Call		Two Weeks
Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts Review top U.S. Communities PPA's		
9. Web Development		
Initiate IT contact		Two Weeks
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks

SUPPLIER INFORMATION SECTION

Please respond to the following requests for information about your company:

Company

1. Provide the total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013 2014 AND 2015			
Segment	2013	2014	2015
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

SUPPLIER INFORMATION SECTION

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the Featured offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.

Products, Services and Solutions

1. Provide a description of the Products and Solutions to be provided by the major product categories set forth in Statement of Needs of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.

SUPPLIER INFORMATION SECTION

5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.
5. Describe and provide any product or service warranties.

Administration

1. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

SUPPLIER INFORMATION SECTION

7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Key executive personnel that will be supporting the program.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

SUPPLIER INFORMATION SECTION

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto in Exhibit A) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

ADMINISTRATION AGREEMENT

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

ADMINISTRATION AGREEMENT

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 **Supplier’s Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency

ADMINISTRATION AGREEMENT

registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

ADMINISTRATION AGREEMENT

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's

ADMINISTRATION AGREEMENT

sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

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(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

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4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to

ADMINISTRATION AGREEMENT

resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.3 Assignment.

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(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier: _____

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from

ADMINISTRATION AGREEMENT

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT

ATTACHMENT A

MASTER AGREEMENT

(Prince William County Schools Master Agreement/Contract to be attached at time of award.)

ADMINISTRATION AGREEMENT

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)														
Sales Report Template														
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount	
✓ 956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50	
✓ 956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64	
✓ 956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05	
✓ 956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79	
✓ 066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00	
✓ 066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00	
SALES REPORT DATA FORMAT														
Column Name	Required	Data Type	Length	Example	Comment									
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.									
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below									
Account No.	Optional	Text	25 max		Depends on supplier account no.									
Agency Name	Yes	Text	255 max		Los Angeles County									
Dept Name	Optional	Text	255 max		Purchasing Dept									
Address	Yes	Text	255 max											
City	Yes	Text	255 max	Los Angeles	Must be a valid City name									
State	Yes	Text	2	CA										
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code									
Agency Type	Yes	Number	2	30	See Agency Type Table Below									
Year	Yes	Number	4	2010										
Qtr	Yes	Number	1	4										
Month	Yes	Number	2	12										
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas									
Agency Type Table														
Agency Type ID	Agency Type Description													
10	K-12													
11	Community College													
12	College and University													
20	City													
21	City Special District													
22	Consolidated City/County													
30	County													
31	County Special District													
40	Federal													
41	Crown Corporations													
50	Housing Authority													
80	State Agency													
81	Independent Special District													
82	Non-Profit													
84	Other													

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Louisiana, State of Washington

Hawaii Agencies

College and University

ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY - HAWAII

CHAMINADE UNIVERSITY OF HONOLULU

HAWAII PACIFIC UNIVERSITY

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII HAWAII TECHNOLOGY ACADEMY

University Clinical Research and Association

UNIVERSITY OF HAWAII AT MANOA

University of the Nations

Community College

COLLEGE OF THE MARSHALL ISLANDS

Honolulu Community College

Consolidated City/County

CITY AND COUNTY OF HONOLULU

Lanai Youth Center

County

BOARD OF WATER SUPPLY

COUNTY OF MAUI

Honolulu Fire Department

Kauai County Council

MAUI COUNTY COUNCIL

Federal

84th Engineer Battalion

Commander, Navy Region Hawaii

Defense Information System Agency

Department of Veterans Affairs

Silver Dolphin Bistro

US Navy

K-12

CONGREGATION OF CHRISTIAN BROTHERS OF HI

EMMANUAL LUTHERAN SCHOOL

HANAHAU`OLI SCHOOL

HAWAII TECHNOLOGY ACADEMY

ISLAND SCHOOL

Kailua High School

KAMEHAMEHA SCHOOLS

KE KULA O S. M. KAMAKAU

KIHEI CHARTER SCHOOL

Malama Honua Public Charter School

MARYKNOLL SCHOOL

Our Savior Lutheran School

PACIFIC BUDDHIST ACADEMY

School Lunch Program

ST JOHN THE BAPTIST

STATE OF HAWAII, DEPT. OF EDUCATION

Waimanalo Elementary and Intermediate School

Non-Profit

ALCOHOLIC REHABILITATION SVS OF HI

Aloha United Way

ALOHACARE

AMERICAN LUNG ASSOCIATION

AOAO Royal Capitol Plaza

ASSOCIATION OF OWNERS OF KUKUI PLAZA

BISHOP MUSEUM	MAUI FAMILY YMCA
BUILDING INDUSTRY ASSOCIATION OF HAWAII	Maui High Band Booster Club
Chamber of Commerce Hawaii	NA HALE O MAUI
Child and Family Service	NA LEI ALOHA FOUNDATION
Community Empowerment Resources	Naalehu Assembly of God
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST ISLAND HAWAII	State and Hawaiian Hospitality Association
EAH, INC.	NETWORK ENTERPRISES, INC.
EASTER SEALS HAWAII	One Kalakaua
First United Methodist Church	ORI ANUENUE HALE, INC.
GOODWILL INDUSTRIES OF HAWAII, INC.	outrigger canoe club
HABITAT FOR HUMANITY MAUI	PARTNERS IN DEVELOPMENT FOUNDATION
HALE MAHAOLU	Pohaha I Ka Lani
HAROLD K.L. CASTLE FOUNDATION	POLYNESIAN CULTURAL CENTER
Hawaii Area Committee	PUNAHOU SCHOOL
Hawaii Baptist Academy	Puu Heleakala Community Association
Hawaii Carpenters Market Recovery Program Fund	READ TO ME INTERNATIONAL FOUNDATION
HAWAII EMPLOYERS COUNCIL	Saint Louis School
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	ST. THERESA CHURCH
Hawaii Health Connector	St. Theresa School
Hawaii Island Humane Society	Tri-Isle RC&D
Hawaii Peace and Justice	Tri-Isle Resource Conservation and Development
HAWAII STATE FCU	Tutu and Me Traveling Preschool
Homewise Inc.	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
HONOLULU HABITAT FOR HUMANITY	W. M. KECK OBSERVATORY
International Archaeological Research Institute, Inc.	WAIANAE COMMUNITY OUTREACH
IUPAT, DISTRICT COUNCIL 50	WAILUKU FEDERAL CREDIT UNION
Kailua Racquet Club, Ltd.	West Maui Community Federal Credit Union
Kama'aina Care Inc	Western Pacific Fisheries Council
Kauai Youth Basketball Association	YMCA OF HONOLULU
Kipuka o Ke Ola	Other
Kroc Center Hawaii	Angels at Play Preschool & Kindergarten
Kumpang Lanai	E Malama In Keiki O Lanai
Kumulani Chapel	FAMILY SUPPORT SERVICES OF WEST HAWAII
Kupu	Hawaii Information Consortium
Lanai Community Health Center	Keawala'i Congregational Church
Lanai Federal Credit Union	Lanai Community Hospital
LANAKILA REHABILITATION CENTER INC.	Leeward Community Church
LEEWARD HABITAT FOR HUMANITY	Queen Emma Gardens AOA
MARINE SURF WAIKIKI, INC.	Ricoh
MAUI COUNTY FCU	ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII
MAUI ECONOMIC DEVELOPMENT BOARD	State Agency
MAUI ECONOMIC OPPORTUNITY, INC.	ADMIN. SERVICES OFFICE

DOT Airports Division Hilo International Airport
HAWAII AGRICULTURE RESEARCH CENTER
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
Judiciary - State of Hawaii
Office of the Governor
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

City of Cornelius, OR
CITY OF CORVALLIS
City of Corvallis Parks and Recreation
CITY OF COTTAGE GROVE
CITY OF CRESWELL
CITY OF DALLAS
CITY OF DAMASCUS
City of Dayton
City of Donald
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA

Oregon Agencies

City

Albany Police Department
Brookings Fire / Rescue
CEDAR MILL COMMUNITY LIBRARY
City Govrnment
CITY OF ADAIR VILLAGE
CITY OF ALBANY
CITY OF ASHLAND
CITY OF ASTORIA OREGON
City of Astoria Parks Dept.
CITY OF AUMSVILLE
CITY OF AURORA
City of Baker City
CITY OF BEAVERTON
City Of Bend
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANNON BEACH OR
CITY OF CANYONVILLE
City of Carlton
City of Cascade Locks
City of Central Point Parks and Recreation
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF COBURG
City of Columbia City
CITY OF CONDON
CITY OF COOS BAY
City Of Coquille

CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF FALLS CITY
City of Florence
City of Forest Grove
CITY OF GATES
CITY OF GEARHART
CITY OF GERVAIS
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HALSEY
CITY OF HAPPY VALLEY
City of Harrisburg
CITY OF HEPPNER
CITY OF HILLSBORO
CITY OF HOOD RIVER
City of Independence
CITY OF JOHN DAY
City of junction city
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE
CITY OF LEBANON
CITY OF LINCOLN CITY
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD

CITY OF MILL CITY
CITY OF MILLERSBURG
City of Milton-Freewater
CITY OF MILWAUKIE
City Of Molalla
City of Monmouth
City of Monmouth / Public Works
CITY OF MORO
CITY OF MOSIER
City of Mt. Angel
City of Nehalem
CITY OF NEWBERG
City Of North Bend
CITY OF NORTH PLAINS
City of North Powder
City of Ontario
CITY OF OREGON CITY
City of Pendleton Convention Center
City of Pendleton Parks & Recreation
City of Philomath
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORT ORFORD
CITY OF PORTLAND
City of Portland Parks Bureau
CITY OF POWERS
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF REEDSPORT
City of Richland
CITY OF RIDDLE
CITY OF SALEM
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SCIO
CITY OF SEASIDE
CITY OF SHADY COVE
City of Sheridan
CITY OF SHERWOOD
CITY OF SILVERTON
CITY OF SPRINGFIELD
City of St. Helens

CITY OF ST. PAUL
CITY OF STAYTON
City of Sublimity
CITY OF SWEETHOME
CITY OF THE DALLES
CITY OF TIGARD, OREGON
City of Troutdale
CITY OF TUALATIN, OREGON
City of Union
City of Veneta
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
City of Yoncalla
CLACKAMAS FIRE DIST#1
Columbia Gorge Community
Cove City Hall
DESCHUTES PUBLIC LIBRARY
FLORENCE AREA CHAMBER OF COMMERCE
Florence Police Department
Gearhart Fire Department
Gladstone Public Library
Gresham Police Department
Hermiston Fire & Emergency Svcs
KEIZER POLICE DEPARTMENT
La Grande Police Department
LEAGUE OF OREGON CITIES
Long Creek School District
McMinnville Police Department
McMinnville Water & Light
METRO
North Lincoln Fire & Rescue #1
NW PORTLAND INDIAN HEALTH BOARD
PORTLAND DEVELOPMENT COMMISSION
Portland Patrol Services
RAINIER POLICE DEPARTMENT
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
Seaside Fire & Rescue

Seaside Public Library	MULTNOMAH BIBLE COLLEGE
St. Helens, City of	NATIONAL COLLEGE OF NATURAL MEDICINE
STAYTON FIRE DISTRICT	NORTHWEST CHRISTIAN COLLEGE
THE CITY OF NEWPORT	Oregon Center For Advanced T
Toledo Police Department	OREGON HEALTH AND SCIENCE UNIVERSITY
Woodburn City Of	Oregon Institute of Technology
City Special District	Oregon State University
Boardman Rural Fire Protection District	OREGON UNIVERSITY SYSTEM
CITY COUNTY INSURANCE SERVICES	pacific u
EUGENE WATER & ELECTRIC BOARD	PACIFIC UNIVERSITY
GASTON RURAL FIRE DEPARTMENT	Portland Actors Conservatory
GLADSTONE POLICE DEPARTMENT	PORTLAND STATE UNIV.
GOLD BEACH POLICE DEPARTMENT	REED COLLEGE
MALIN COMMUNITY PARK AND RECREATION DISTRICT	Treasure Valley Community College
Molalla Rural Fire Protection District	UNIVERSITY OF OREGON
MONMOUTH - INDEPENDENCE NETWORK	University Of Oregon Athletics Department
Netarts Water District	UNIVERSITY OF PORTLAND
OAK LODGE SANITARY DISTRICT	University of Western States
Port of Toledo	Unviersity of Oregon
RIVERGROVE WATER DISTRICT	WILLAMETTE UNIVERSITY
Roseburg Police Department	Community College
SOUTH FORK WATER BOARD	CENTRAL OREGON COMMUNITY COLLEGE
SOUTH SUBURBAN SANITARY DISTRICT	CHEMEKETA COMMUNITY COLLEGE
SPRINGFIELD UTILITY BOARD	Clatsop Community College
SUNSET EMPIRE PARK AND RECREATION	COLUMBIA GORGE COMMUNITY COLLEGE
THE NEWPORT PARK AND RECREATION CENTER	KLAMATH COMMUNITY COLLEGE DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT	LANE COMMUNITY COLLEGE
Tillamook Urban Renewal Agency	LINN-BENTON COMMUNITY COLLEGE
TUALATIN VALLEY FIRE & RESCUE	MT. HOOD COMMUNITY COLLEGE
College and University	North Portland Bible College
Beta Omega Alumnae	Oregon Coast Community College
BIRTHINGWAY COLLEGE OF MIDWIFERY	OREGON COMMUNITY COLLEGE ASSOCIATION
BLUE MOUNTAIN COMMUNITY COLLEGE	PORTLAND COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE	ROGUE COMMUNITY COLLEGE
CONCORDIA UNIV	SOUTHWESTERN OREGON COMMUNITY COLLEGE
Corban College	TILLAMOOK BAY COMMUNITY COLLEGE
EASTERN OREGON UNIVERSITY	UMPQUA COMMUNITY COLLEGE
Ecola Bible School	Consolidated City/County
GEORGE FOX UNIVERSITY	Association of Oregon Community Mental Health
LEWIS AND CLARK COLLEGE	Nehalem Bay Wastewater
LINFIELD COLLEGE	County
MARYLHURST UNIVERSITY	ASSOCIATION OF OREGON COUNTIES

BAKER CNTY GOVT
 BENTON COUNTY
 City of Seaside Police Department
 clackamas county
 Clackamas County Juvenile Dept
 CLATSOP COUNTY
 Clatsop County Sheriff's Office
 Columbia Basin Care Facility
 COLUMBIA COUNTY, OREGON
 coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 DOUGLAS COUNTY
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 GILLIAM COUNTY
 GILLIAM COUNTY OREGON
 GRANT COUNTY, OREGON
 Harney County Community Corrections
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 JEFFERSON COUNTY
 Job Council
 josephine county
 klamath county
 LAKE COUNTY
 LANE COUNTY
 Lane County Sheriff's Office
 LINCOLN COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 Mckenzie Personnel Services
 MORROW COUNTY
 MULTNOMAH COUNTY
 Multnomah County Department of Community Justice
 Multnomah County Dept of County Assets
 MULTNOMAH LAW LIBRARY
 NAMI LANE COUNTY
 NORCOR Juvenile Detention
 POLK COUNTY
 Resource Connections of Oregon

SHERMAN COUNTY
 TILLAMOOK CNTY
 Tillamook County Estuary
 UMATILLA COUNTY, OREGON
 UNION COUNTY
 WALLOWA COUNTY
 WASCO COUNTY
 WASHINGTON COUNTY
 Washington County Facilities & Park Services
 Wheeler County
 YAMHILL COUNTY

County Special District

Amity Fire District
 Aurora Rural Fire District
 BAY AREA HOSPITAL DISTRICT
 Benton Soil & Water Conservation District
 CENTRAL OREGON IRRIGATION DISTRICT
 Clackamas County Water Environment Services
 Clatsop Care Health District-Clatsop
 CLEAN WATER SERVICES
 COLUMBIA RIVER PUD
 Crooked River Ranch Rural Fire Protection District
 DESCHUTES COUNTY RFPD NO.2
 DESCHUTES PUBLIC LIBRARY SYSTEM
 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 Lake Chinook Fire & Rescue
 MARION COUNTY FIRE DISTRICT #1
 MID-COLUMBIA CENTER FOR LIVING
 MULTONAH COUNTY DRAINAGE DISTRICT #1
 NEAH KAH NIE WATER DISTRICT
 Netarts-Oceanside RFPD
 North Douglas County Fire & EMS
 OR INT'L PORT OF COOS BAY
 Oregon Cascades West Council of Governments
 PACIFIC STATES MARINE FISHERIES COMMISSION
 PARROTT CREEK CHILD & FAM
 Polk County Fire District No.1
 PORT OF BANDON
 PORT OF UMPQUA
 Rogue River Fire District
 SANDY FIRE DISTRICT NO. 72
 South Lane County Fire And Rescue

Southern Coos Hospital	GLENDAL RURAL FIRE DISTRICT
Tillamook County Emergency Communications District	HOODLAND FIRE DISTRICT NO.74
UIUC	Illinois Valley Fire District
Umatilla Electric Cooperative	Jefferson Park and Recreation
WATER ENVIRONMENT SERVICES	Keizer Fire District
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	KLAMATH COUNTY 9-1-1
Federal	La Pine Park & Recreation District
ANGELL JOB CORPS	LANE EDUCATION SERVICE DISTRICT
Bonneville Power Administration	LANE TRANSIT DISTRICT
Bureau Of Land Management	Lewis and Clark Rural Fire Protection District
Oregon Army National Guard	Lowell Rural Fire Protection District
US FISH AND WILDLIFE SERVICE	METROPOLITAN EXPOSITION-RECREATION
USDA Forest Service	MID COLUMBIA COUNCIL OF GOVERNMENTS
VA	NW POWER POOL
Yellowhawk Tribal Health Center	OAK LODGE WATER DISTRICT
Housing Authority	Port of Garibaldi
COLLEGE HOUSING NORTHWEST	Port of Hood River
Coquille Indian Housing Authority	PORT OF SIUSLAW
homeforward	PORT OF ST HELENS
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	PORT OF TILLAMOOK BAY
HOUSING AUTHORITY OF CLACKAMAS COUNTY	Rainbow Water District
HOUSING AUTHORITY OF PORTLAND	REGIONAL AUTOMATED INFORMATION NETWORK
HOUSING AUTHORITY OF THE CITY OF SALEM	Rockwood Water P.U.D.
Housing Authority of Yamhill County	SALEM AREA MASS TRANSIT DISTRICT
MARION COUNTY HOUSING AUTHORITY	Seal Rock Water District
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	Silverton Fire District
The Housing Authority of the County of Umatilla	Siuslaw Public Library District
WEST VALLEY HOUSING AUTHORITY	State Accident Insurance Fund Corporation
Independent Special District	THE PORT OF PORTLAND
Banks Fire District #13	Tillamook County Transportation Dist
Bend Metro Park & Recreation District	Tillamook Fire District
Bend Park and Recreation District	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
Brookings- Harbor School District 17c	TriMet Transit
Central Lincoln People's Utility District	TUALATIN HILLS PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	Tualatin Soil and Water Conservation District
CHEHALEM PARK AND RECREATION DISTRICT	TUALATIN VALLEY WATER DISTRICT
CLACKAMAS RIVER WATER	UNION SOIL & WATER CONSERVATION DISTRICT
Clatskanie RFPD	WEST MULTNOMAH SOIL AND WATER
COLUMBIA 911 COMMUNICATIONS DISTRICT	WILLAMALANE PARK AND RECREATION DISTRICT
Columbia River Fire & Rescue	K-12
Estacada Rural Fire District	ABIQUA SCHL
Fern Ridge Library District	Amity School District 4-J

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	DAVID DOUGLAS SCHOOL DISTRICT
ARLINGTON SCHOOL DISTRICT NO. 3	DAYTON SCHOOL DISTRICT NO.8
Ashbrook Independent School	DE LA SALLE N CATHOLIC HS
ASTORIA SCHOOL DISTRICT 1C	Deer Creek Elementary School
Athena Weston School District 29RJ	DESCHUTES COUNTY SD NO.6 - SISTERS SD
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	DOUGLAS COUNTY SCHOOL DISTRICT 116
BAKER SCHOOL DISTRICT 5-J	DOUGLAS EDUCATION SERVICE DISTRICT
BANDON SCHOOL DISTRICT	DUFUR SCHOOL DISTRICT NO.29
BANKS SCHOOL DISTRICT	EagleRidge High School
BEAVERTON SCHOOL DISTRICT	Early College High School
Bend International School	Echo School District
BEND-LA PINE SCHOOL DISTRICT	Elgin school dist.
Bethel School District #52	ELKTON SCHOOL DISTRICT NO.34
BNAI BRITH CAMP	ESTACADA SCHOOL DISTRICT NO.108
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	Falls City School District #57
Butte Falls School District	Fern Ridge School District
CANBY SCHOOL DISTRICT	Fern Ridge School District 28J
CANYONVILLE CHRISTIAN ACADEMY	FOREST GROVE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT	Forest Hills Lutheran School
CASCADES ACADEMY OF CENTRAL OREGON	FOSSIL SCHOOL DISTRICT 21J
CENTENNIAL SCHOOL DISTRICT	French American School
CENTRAL CATHOLIC HIGH SCHOOL	GASTON SCHOOL DISTRICT 511J
CENTRAL CURRY SCHL DIST#1	GERVAIS SCHOOL DIST. #1
CENTRAL POINT SCHOOL DISTRICT NO. 6	GLADSTONE SCHOOL DISTRICT
CENTRAL SCHOOL DISTRICT 13J	GLENDALE SCHOOL DISTRICT
CHILDPEACE MONTESSORI	GLIDE SCHOOL DISTRICT NO.12
CLACKAMAS EDUCATION SERVICE DISTRICT	Grant Community School
Clear Creek Middle School	GRANTS PASS SCHOOL DISTRICT 7
COLTON SCHL DIST 53	GREATER ALBANY PUBLIC SCHOOL DISTRICT
Columbia Academy	GRESHAM-BARLOW SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT	HARNEY COUNTY SCHOOL DIST. NO.3
COOS BAY SCHOOL DISTRICT NO.9	HARNEY EDUCATION SERVICE DISTRICT
COQUILLE SCHOOL DISTRICT 8	HARRISBURG SCHL DIST
CORBETT SCHL DIST #39	HEAD START OF LANE COUNTY
Corvallis School District 509J	Helix School District
COUNTY OF YAMHILL SCHOOL DISTRICT 29	HERITAGE CHRISTIAN SCHOOL
CRESWELL SCHOOL DISTRICT	hermiston school district
CROOK COUNTY SCHOOL DISTRICT	HIGH DESERT EDUCATION SERVICE DISTRICT
CROSSROADS CHRISTIAN SCHOOL	hillsboro school district
CS LEWIS ACADEMY	HOOD RIVER COUNTY SCHOOL DISTRICT
CULVER SCHOOL DISTRICT NO.	Hope chinese charter
DALLAS SCHOOL DISTRICT NO. 2	HOSANNA CHRISTIAN SCHL

Imbler School District #11
 Immanuel Lutheran School
 INTER MOUNTAIN ESD
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON SCHOOL DISTRICT
 JESUIT HIGH SCHL EXEC OFC
 Joseph School District
 Junction City High School
 KLAMATH FALLS CITY SCHOOLS
 Knova Learning
 Koreducators Lep High
 LA GRANDE SCHOOL DISTRICT
 LA GRANDE SCHOOL DISTRICT 001
 Lake Oswego Montessori School
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LANE COUNTY SCHOOL DISTRICT 69
 LASALLE HIGH SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 L'Etoile French Immersion School
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 LINN-BENTON-LINCOLN ESD
 LIVINGSTONE ADVENTIST ACADEMY
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 LUCKIAMUTE VALLEY CHARTER SCHOOLS
 Madeleine School
 Malheur Elementary School District
 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON
 Marist Catholic High School
 Marist High School
 Mastery Learning Institute
 McKay High School
 MCKENZIE SCHOOL DISTRICT 068
 McMinnville Adventist Christian School
 MCMINNVILLE SCHOOL DISTRICT NO.40
 MEDFORD SCHOOL DISTRICT 549C
 Milton-Freewater Unified School District No 7
 MITCH CHARTER SCHOOL
 MOLALLA RIVER ACADEMY

Molalla River School District
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 MONROE SCHOOL DISTRICT NO.1J
 monument school
 MORROW COUNTY SCHOOL DISTRICT
 Mosier Community School
 MT. ANGEL SCHOOL DISTRICT NO.91
 MT.SCOTT LEARNING CENTERS
 MULTISENSORY LEARNING ACADEMY
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE POINT SCHOOL DISTRICT NO.41
 NEAH-KAH-NIE DISTRICT NO.56
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 New Horizon Christian School
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 North Lake School District 14
 North Powder Charter School
 NORTH SANTIAM SCHOOL DISTRICT 29J
 NORTH WASCO CTY SCHOOL DISTRICT 21
 Northwest Academy
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 NYSSA SCHOOL DISTRICT NO. 26
 OAKLAND SCHOOL DISTRICT 001
 Ohara Catholic School
 ONTARIO MIDDLE SCHOOL
 Ontario School District
 Ontario School District 8C
 OREGON FOOD BANK
 OREGON TRAIL SCHOOL DISTRICT NO.46
 OUR LADY OF THE LAKE SCHOOL
 Parkrose School District 3
 Pedee School
 PENDLETON SCHOOL DISTRICT #16R
 PHILOMATH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 Pine Eagle Charter School
 PLEASANT HILL SCH DIST #1
 Portland America School
 Portland Christian Schools
 PORTLAND PUBLIC SCHOOLS

Portland YouthBuilders
 Ppmc Education Committee
 RAINIER SCHOOL DISTRICT
 REALMS CHARTER SCHOOL
 REDMOND SCHOOL DISTRICT
 REEDSPORT SCHOOL DISTRICT
 Reynolds High School
 REYNOLDS SCHOOL DISTRICT
 Riddle School District
 Riverdale School District 51J
 ROGUE RIVER SCHOOL DISTRICT NO.35
 ROSEBURG PUBLIC SCHOOLS
 Sabin-Schellenberg Technical Center
 Salem keizar school district
 Salem-Keizer 24J
 SALEM-KEIZER PUBLIC SCHOOLS
 Santiam Canyon SD 129J
 Scappoose Adventist School
 SCAPPOOSE SCHOOL DISTRICT 1J
 SEASIDE SCHOOL DISTRICT 10
 SEVEN PEAKS SCHOOL
 Sheridan School District 48J
 SHERWOOD SCHOOL DISTRICT 88J
 Siletz Valley School
 SILVER FALLS SCHOOL DISTRICT
 SIUSLAW SCHOOL DISTRICT
 SOUTH COAST EDUCATION SERVICE DISTRICT
 South Columbia Family School
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTH UMPQUA SCHOOL DISTRICT #19
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SOUTHWEST CHARTER SCHOOL
 Southwest Christian School
 Springfield Public Schools
 SPRINGFIELD SCHOOL DISTRICT NO.19
 St Helens School District
 St Paul Parish School
 ST. ANTHONY SCHOOL
 St. Mary Catholic School
 St. Mary School
 St. Paul School District
 St. Stephen's Academy

St. Therese Parish/School
 STANFIELD SCHOOL DISTRICT
 Stayton Christian School
 Sunny Wolf Charter School
 Sunrise Preschool
 Sutherlin School District
 SWEET HOME SCHOOL DISTRICT NO.55
 THE CATLIN GABEL SCHOOL
 Three Rivers School District
 TIGARD-TUALATIN SCHOOL DISTRICT
 Tillamook School District
 Trillium Charter School
 Trinity Lutheran Church and School
 Ukiah School District 80R
 Union School District
 Vale School District No. 84
 VALLEY CATHOLIC SCHL
 VERNONIA SCHOOL DISTRICT 47J
 Victory Academy
 Waldo Middle School
 Wallowa County ESD
 Warrenton Hammond School
 Warrenton Hammond School District
 WEST HILLS COMMUNITY CHURCH
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 Westside Christian High School
 WHITEAKER MONTESSORI SCHOOL
 Willamette Christian School
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WILLAMINA SCHOOL DISTRICT
 Yamhill Carlton School District
 YONCALLA SCHOOL DISTRICT NO.32

Non-Profit

1000 FRIENDS OF OREGON
 211INFO
 300 Main Inc
 A FAMILY FOR EVERY CHILD
 A Hope For Autism Foundation
 A Jesus Church Family
 A. C. Gilbert's Discovery Village
 Abuse Recovery Ministry & Services
 Access Inc

ACUMENTRA HEALTH	Boys & Girls Club of Corvallis
Adapt	Boys & Girls Club of Salem, Marion & Polk Counties
ADDICTIONS RECOVERY CENTER, INC	Boys and Girls Club of the rogue valley
Adelante Mujeres	BOYS AND GIRLS CLUBS OF PORTLAND
African American Health Coalition	Breast Friends
African American Health Coaliton, Inc.	Bridges to Change
Albany Partnership for Housing and Community Development	BROAD BASE PROGRAMS INC.
Albertina Kerr Centers	Brookings Elks Lodge
Aldersgate Camps and Retreats	Brookings Harbor Christian School
All God's Children International	Brooklyn Primary PTO
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	Building Healthy Family
Alliance Bible Church	Calvary Assembly of God
Alpha Lambda House Corporation	Calvin Presbyterian Church
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	Camelto Theatre Company
ALZHEIMERS NETWORK OF OREGON	Camp Fire Columbia
Amani Center	CANBY FOURSQUARE CHURCH
American Tinnitus Association	CANCER CARE RESOURCES
Apostolic Church of Jesus Christ	Cappella Romana
Ascension Episcopal Parish	CARE OREGON
Ashland Art Center	CASA of Marion County
ASHLAND COMMUNITY HOSPITAL	Cascade Health Solutions
Association of Oregon Corrections EMPloyees, Inc.	Cascade Height Public Charter School PTA
ATHENA LIBRARY FRIENDS ASSOCIATION	Cascade Housing Association
AVON	CASCADES WEST FINANCIAL SERVICES IN
Bags of Love	CASCADIA BEHAVIORAL HEALTHCARE
Baker Elks	CASCADIA REGION GREEN BUILDING COUNCIL
BARLOW YOUTH FOOTBALL	CATHOLIC CHARITIES
BAY AREA FIRST STEP, INC.	CATHOLIC COMMUNITY SERVICES
Beaverton Christians Church	CCI Enterprises Inc
Beaverton Rock Creek Foursquare Church	Cedar Hills Baptist Church
Bend Elks Lodge 1371	CENTER FOR COMMUNITY CHANGE
BENTON HOSPICE SERVICE	Center For Continuous Improvement
BETHEL CHURCH OF GOD	Center for Family Development
Bethesda Lutheran Church	Center for Human Development
Bethlehem Christian Pre-School	CENTER FOR RESEARCH TO PRACTICE
Billy Webb Elks lodge #1050	CENTRAL BIBLE CHURCH
BIRCH COMMUNITY SERVICES, INC.	CENTRAL CITY CONCERN
BLACHLY LANE ELECTRIC COOPERATIVE	CENTRAL DOUGLAS COUNTY FAMILY YMCA
Blanchet House of Hospitality	Central Oregon Visitors Association
BLIND ENTERPRISES OF OREGON	Children Center At Trinity
Bob Belloni Ranch, Inc.	CHILDREN'S MUSEUM 2ND
BONNEVILLE ENVIRONMENTAL FOUNDATION	Children's Relief Nursery

Childswork Learning Center	Dayspring Fellowship
Christ The King Parish and School	Daystar Education, Inc.
Christian Church of Woodburn	Dayton Christian Church
Christians As Family Advocates	DECISION SCIENCE RESEARCH INSTITUTE, INC.
Church Extension Plan	Deer Meadow Assisted Living
CITY BIBLE CHURCH	DELIGHT VALLEY CHURCH OF CHRIST
CLASSROOM LAW PROJECT	Delphian School
Clatsop Behavioral Healthcare	Depaul Industries
Clean Slate Canine Rescue & Rehabilitation	DePaul Treatment Centers, Inc.
Coalition for a Livable Future	Disjecta Contemporary Art Center
Coalition Of Community Health	DOGS FOR THE DEAF, INC.
COAST REHABILITATION SERVICES	DOUGLAS FOREST PROTECTIVE
Coastal Family Health Center	Dress for Success Oregon
College Possible	DrupalCon Inc., DBA Drupal Association
College United Methodist Church	Dufur Christian Church
COLUMBIA COMMUNITY MENTAL HEALTH	EAST HILL CHURCH
columbia gorge discovery center and museum	East River Fellowship
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF	EAST RIDE FOURSQUARE CHURCH
OREGON	EAST WEST MINISTRIES INTERNATIONAL
COMMUNITY ACTION ORGANIZATION	Eastern Oregon Alcoholism Foundation
COMMUNITY ACTION TEAM, INC.	Ecotrust
COMMUNITY CANCER CENTER	EDUCATION NORTHWEST
Community Connection of Northeast Oregon, Inc.	Education Travel & Culture, Inc.
Community Energy Project	EDUCATIONAL POLICY IMPROVEMENT CENTER
COMMUNITY HEALTH CENTER, INC	Edwards Center Inc
Community in Action	ELAW
Community Learning Center	ELMIRA CHURCH OF CHRIST
COMMUNITY VETERINARY CENTER	Emerald Media Group
Community Works Inc	EMERALD PUD
CONFEDERATED TRIBES OF GRAND RONDE	Emmanuel Bible Church
Congregation Neveh Shalom	EMMAUS CHRISTIAN SCHOOL
CONSERVATION BIOLOGY INSTITUTE	EN AVANT, INC.
Constructing Hope	Energy Trust of Oregon
Consumers Power Inc.	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	environmental law alliance worldwide
Coos Art Museum	EPUD-Emerald People's Utility District
CORVALLIS MOUNTAIN RESCUE UNIT	EUGENE BALLET COMPANY
Corvallis Waldorf School	Eugene Builders Exchange
COVENANT CHRISTIAN HOOD RIVER	EUGENE CHRISTIAN FELLOWSHIP
Curry Health Network	Eugene Creative Care
Curry Public Transit Inc	EUGENE FAMILY YMCA
Dallas Church	Eugene Swim and Tennis Club

EUGENE SYMPHONY ASSOCIATION, INC.	Gladstone Senior Center
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL GONGONE COALITION	Good Samaritan Ministries
Evergreen Wings and Waves	Good Samaritan Ministry
FAIR SHARE RESEARCH AND EDUCATION FUND	GOOD SHEPHERD COMMUNITIES
FAIRFIELD BAPTIST CHURCH	Good Shepherd Medical Center
FAITH CENTER	Goodwill Industries of Lane and South Coast
Faith Christian Fellowship	GOODWILL INDUSTRIES OF LANE COUNTY
FAITHFUL SAVIOR MINISTRIES	GOODWILL INDUSTRIES OF THE COLUMBIA
FAMILIES FIRST OF GRANT COUNTY, INC.	GRACE BAPTIST CHURCH
Family Building Blocks	Grace Chapel
FAMILY CARE INC	Grace Lutheran Church of Molalla
FANCONI ANEMIA RESEARCH FUND INC.	Grace Lutheran School
FARMWORKER HOUSING DEV CORP	Grand View Baptist Church
Farmworkers Housing Development Corporation	Grande Ronde Model Watershed Foundation
First Baptist Church	GRANT PARK CHURCH
First Baptist Church of Enterprise	Grantmakers for Education
FIRST BAPTIST CHURCH OF EUGENE	Grants Pass Seventh-day Adventist Church
FIRST CHRISTIAN CHURCH	Great Portland Bible
FIRST CHURCH OF THE NAZARENE	Greater Portland INC
First Congregational Chrch	Green Electronics Council
First Lutheran Church of Astoria	Guide Dogs For The Blind
FIRST UNITARIAN CHURCH	HALFWAY HOUSE SERVICES, INC.
First United Methodist Church	Happy Canyon Company
First United Presbyterian Church	Health Share of Oregon
Florence United Methodist Church	HEARING AND SPEECH INSTITUTE INC
Food for Lane County	HELP NOW! ADVOCACY CENTER
FORD FAMILY FOUNDATION	Hermiston Christian Center & School
FOUNDATIONS FOR A BETTER OREGON	HHoly Trinity Greek Orthodox Cathedral
Fr. Bernard Youth Center	HIGHLAND HAVEN
Friendly House, Inc.	HIGHLAND UNITED CHURCH OF CHRIST
Friends for Animals	Historical Outreach Foundation
Friends of Driftwood Library	HIV ALLIANCE, INC
FRIENDS OF THE CHILDREN	HOLT INTL CHILD
Friends of the Opera House	Holy Family Academy
Friends Of Tryon Creek State P	Holy Redeemer Catholic Church
Fund For Christian Charity	Holy Trinity Catholic Church
G.O.B.H.I	Home Builders
Garten Services Inc	Hoodview Christian Church
Gates Community Church of Christ	HOPE LUTHERAN CHURCH
GATEWAY TO COLLEGE NATIONAL NETWORK	HOPE POINT CHURCH
GeerCrest Farm & Historical Society	Hospice Center Bend La Pine
GEN CONF OF SDA CHURCH WESTERN OR	

House of Prayer for All Nations	Legal Aid Services of Oregon LITC
Housing Authority of Douglas County	LIFEWORKS NW
HOUSING AUTHORITY OF LINCOLN COUNTY	Lincoln City Chamber of Commerce
Housing Development Center	Little Flower Development Center
HOUSING NORTHWEST	Little Promises Children's Program
Human Solutions, Inc.	Living Opportunities, Inc.
HUMANE SOCIETY OF REDMOND	LIVING WAY FELLOWSHIP
Independent Development Enterprise Alliance	Living Word Christian Center
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	Lookout Watershed Council
Instituto de Cultura y Arte In Xochitl In Cuicatl	LOOKING GLASS YOUTH AND FAMILY SERVICES
Intergral Youth Services	Lower Columbia Estuary Partnership
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	LUKE DORF INC
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	NATIONAL CENTER
InventSuccess	MAKING MEMORIES BREAST CANCER
IRCO	Masonic Lodge Pearl 66
Jackson-Josephine 4-C Council	McKenzie Personnel Systems
Jason Lee Manor/UMRC	MCKENZIEWATERSHED COUNCIL
JASPER MOUNTAIN	MEALS ON WHEELS PEOPLE, INC.
Jesus Prayer Book	MECOP Inc.
Jesus Pursuit Church	MEDICAL TEAMS INTL
Junction City/Harrisburg/Monroe Habitat for Humanity	MENNONITE HOME OF ALBANY INC
JUNIOR ACHIEVEMENT	Mental Health for Children, Inc.
Kbps Public Radio	Merchants Exchange of Portland, Oregon
Kid Time	Mercy Flights, Inc.
KIDS INTERVENTION AND DIAGNOSTIC CENTER	METRO HOME SAFETY REPAIR PROGRAM
Kids Unlimited Academy	Metropolitan Contractor Improvement Partnership
Kilchis House	METROPOLITAN FAMILY SERVICE
KLAMATH HOUSING AUTHORITY	Mid Columbia Childrens Council
Klamath Siskiyou Wildlands Center	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
Korean Central Covenant Church of Eugene	Mid Willamette Valley Community Action
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	MID-WILLAMETTE VALLEY COMMUNITY ACTION
La Grande Church of the Nazarene	Ministerio International Casa
LA GRANDE UNITED METHODIST CHURCH	Mission Increase Foundation
La Pine Chamber of Commerce	Molalla Nazarene Church
Lake Grove Presbyterian Church	Monet's Children's Circle
Lane Arts Council	Morning Star Community Church
Lane Council of Governments	MORNING STAR MISSIONARY BAPTIST CHURCH
LANE MEMORIAL BLOOD BANK	MORRISON CHILD AND FAMILY SERVICES
LANECO FEDERAL CREDIT UNION	MOSAIC CHURCH
LAUREL HILL CENTER	Mount Angel Abbey
League of Women Voters	Mount Pisgah Arboretum
Legacy Mt. Hood Medical Center	Mountain View Academy

Mt Emily Safe Center	OCHIN
Mt Hood Hospice	OEA CHOICE TRUST
Muddy Creek Charter School	OETC
MULTNOMAH DEFENDERS INC	OHSU FOUNDATION
MULTNOMAH LAW LIBRARY	Old Mill Center for Children and Families
My Fathers House	Oliver P Lent PTA
NAMI of Washington County	OLIVET BAPTIST CHURCH
NAMI OREGON	OMNIMEDIX INSTITUTE
National Christian Community Foundation	Ontrack Inc.
NATIONAL PSORIASIS FOUNDATION	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
NATIONAL WILD TURKEY FEDERATION	Open Technology Center
Native American Youth and Family Center Early College Academy	Open Academy Foundation of central Oregon
NEDCO	Oregon & Southern Idaho District Council of Laborers'
Nehalem Bay House	Oregon And Southern Idaho Laborers Employers
NEIGHBORIMPACT	OREGON BALLET THEATRE
Neskowin Valley School	OREGON CITY CHURCH OF THE NAZARENE
Network Charter School	Oregon Coast Aquarium, Inc.
New Artists Performing Arts Productions, Inc.	OREGON COAST COMMUNITY ACTION
NEW AVENUES FOR YOUTH INC	OREGON DEATH WITH DIGNITY
NEW BEGINNINGS CHRISTIAN CENTER	Oregon District 7 Little League
NEW HOPE COMMUNITY CHURCH	OREGON DONOR PROGRAM
New Life Baptist Church	OREGON EDUCATION ASSOCIATION
New Life Fellowship Church of God	OREGON ENVIRONMENTAL COUNCIL
New Paradise Worship Center	Oregon Farm Bureau
Newberg Christian Church	Oregon Humanities
NEWBERG FRIENDS CHURCH	Oregon Jewish Community Foundation
NONPROFIT ASSOCIATION OF OREGON	Oregon Laborers-Employer Administrative Fund, LLC
Norkenzie Christian Church	OREGON LIONS SIGHT & HEARING FOUNDATION
North Coast Christian Church	Oregon Lyme Disease Network
North Coast Family Fellowship	OREGON MUSUEM OF SCIENCE AND INDUSTRY
North Pacific District of Foursquare Churches	Oregon Nikkei Endowment
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANS	Oregon Nurses Association
Northwest Center for Alternatives to Pesticides	OREGON PEDIATRIC SOCIETY
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OREGON PROGRESS FORUM
Northwest Family Services	Oregon Psychoanalytic Center
NORTHWEST FOOD PROCESSORS ASSOCIATION	OREGON REPERTORY SINGERS
Northwest Habitat Institute	Oregon Research Institute
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING CENTER	Oregon Rural Electric Cooperative Association
NORTHWEST YOUTH CORPS	Oregon Satsang Society, Inc.,
NW Sport Fishing	OREGON SCHOOL BOARDS ASSOCIATION
Oasis Shelter Home	Oregon Social Learning Center
Occu Afghanistan Relief Effort	OREGON STATE FAIR

OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	PORTLAND SCHOOLS FOUNDATION
OREGON STATE UNIVERSITY BOOKSTORE INC	PORTLAND WOMENS CRISIS LINE
OREGON SUPPORTED LIVING PROGRAM	Portland Yacht Club
Oregon Technical Assistance Corporation	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
OSLC COMMUNITY PROGRAMS	Prince of Peace Lutheran Church & School
OSLC COMMUNITY PROGRAMS OCP	PRINGLE CREEK SUSTAINABLE LIVING CENTER
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH	Providence Health System
OREGON	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
Our Redeemer Lutheran Church	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
Our United Villages	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
OUTSIDE IN	Rainier Assembly of God
P E C I	Real Life Christian Church
p:ear	REBUILDING TOGETHER - PORTLAND INC.
Pacific Classical Ballet	Redeemer Lutheran Church
PACIFIC FISHERY MANAGEMENT COUNCIL	REDMOND PROFICIENCY ACADEMY
PACIFIC INSTITUTES FOR RESEARCH	REGIONAL ARTS AND CULTURE COUNCIL
PacificSource Health	RELEVANT LIFE CHURCH
Pain Society of Oregon	Relief Nursery
Parenting Now!	Relief Nursery Inc
PARTNERSHIPS IN COMMUNITY LIVING, INC.	RENEWABLE NORTHWEST PROJECT
PDX Wildlife	Ride Connecton
Peace Lutheran Church	River Network
PENDLETON ACADEMIES	ROGUE FEDERAL CREDIT UNION
PIP Corps LLC	Rogue Valley Youth Football
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	Rolling Hills Baptist Church
Polk Soil and Water Conservation District	Rolling Hills Community Church
PORT CITY DEVELOPMENT CENTER	RON WILSON CENTER FOR EFFECTIVE LIVING INC
PORTLAND ADVENTIST ACADEMY	Ronald McDonald House Charities of Oregon
PORTLAND ART MUSEUM	Rose Haven
PORTLAND BUSINESS ALLIANCE	ROSE VILLA, INC.
Portland Christian Center	Rural Development Initiatives
Portland Community Media	Sacred Heart Catholic Church
Portland Community Reinvestment Initiatives, Inc.	SACRED HEART CATHOLIC DAUGHTERS
Portland Foursquare Church	Safe Harbors
PORTLAND HABILITATION CENTER, INC.	SafeHaven Humane Society
Portland Japanese Garden	SAINT ANDREW NATIVITY SCHOOL
PORTLAND JEWISH ACADEMY	SAINT CATHERINE OF SIENA CHURCH
PORTLAND METRO RESIDENTIAL SERVICES	SAINT JAMES CATHOLIC CHURCH
Portland Oregon Visitors Association	Saint Johns Catholich Church
Portland Parks Foundation	Salem Academy
Portland Police Sunshine Division	SALEM ALLIANCE CHURCH
Portland Schools Alliance	Salem Area Chamber of Commerce

SALEM ELECTRIC	Southern Oregon Project Hope
Salem Evangelical Church	Southwest Bible Church
Salem First Presbyterian Church	Southwest Neighborhoods, Inc
SALEM FREE CLINICS	Southwestern Oregon Public Defender Services, Inc.
SALMON-SAFE INC.	SPARC ENTERPRISES
Samaritan Health Services Inc.	SPECIAL MOBILITY SERVICES
San Martin Deporres Catholic Church	SPONSORS, INC.
Sandy Seventh-day Adventist Church	SPOTLIGHT THEATRE OF PLEASANT HILL
Santiam Assembly of God	Sprinkfield Elks #2145
SCIENCEWORKS	Spruce Villa, Inc.
Scottish Rite	St Andrews Presbyterian
SE WORKS	ST HENRYS CHURCH
SECURITY FIRST CHILD DEVELOPMENT CENTER	St John Fisher Catholic Church Portland Oregon
SEED OF FAITH MINISTRIES	St John The Baptist Catholic
SEIU Local 49	St John the Baptist Greek Orthodox Church
SELCO Community Credit Union	St Mark Presbyterian Church
SELF ENHANCEMENT INC.	St Mary's Catholic School and Parish
SEPTL Southeast Portland Tool Library	St Michaels Episcopal Church
Serendipity Center Inc	St Paul Baptist Church
SERENITY LANE	St Paul Catholic Church
Serenity Lane Health Services	ST VINCENT DE PAUL
Seven Feathers Casino	ST. ANTHONY CHURCH
SEXUAL ASSAULT RESOURCE CENTER	St. Joseph Shelter
Sexual Assault Support Services	St. Katherine's Catholic Church
SHELTERCARE	St. Martins Episcopal church
SHERIDAN JAPANESE SCHOOL FOUNDATION	St. Mary's Episcopal Church
SHERMAN DEVELOPMENT LEAGUE, INC.	ST. MARYS OF MEDFORD, INC.
SILVERTON AREA COMMUNITY AID	St. Matthew Catholic School
Silverton Senior Center	St. Peter Catholic Church
SISKIYOU INITIATIVE	St. Pius X School
Skyball Salem Keizer Youth Bas	St. Vincent de Paul Church
SMART	ST. VINCENT DEPAUL OF LANE COUNTY
Smith Memorial Presbyterian Church	STAND FOR CHILDREN
SOCIAL VENTURE PARTNERS PORTLAND	STAR OF HOPE ACTIVITY CENTER INC.
Solid Rock	Step Forward Activities Inc
SONRISE CHURCH	Stone Creek Christian Church
Soroptimist International of Gold Beach, OR	Store to Door
SOUTH COAST HOSPICE, INC.	Street Ministry
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF	St. Mary's Institute
Southeast Uplift Neighborhood Coalition	SUMMIT VIEW COVENANT CHURCH
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	Conny Oaks Inc
SOUTHERN OREGON HUMANE SOCIETY	SUNNYSIDE FOURSQUARE CHURCH

SUNRISE ENTERPRISES	TRAINING EMPLOYMENT CONSORTIUM
SUSTAINABLE NORTHWEST	Transition Projects, Inc
SW Community Health Center	TRILLIUM FAMILY SERVICES, INC.
Sweet Home United Methodist Church	Trillium Sprigs
TAKE III OUTREACH	Trinity Lutheran
Tamarack Aquatic Center	Tualatin Lacrosse Club
Temple Beth Israel	Turtle Ridge Wildlife Center
TENAS ILLAHEE CHILDCARE CENTER	Umpqua Basin Water Association
Teras Interventions and Counseling Inc	UMPQUA COMMUNITY DEVELOPMENT CORP
The Alliance NW of the Christian & Missionary Alliance	Umpqua Community Health Center
The ALS Association Oregon and SW Washington Chapter	Union County Economic Development Corp.
The Blosser Center for Dyslexia Resources	UNION GOSPEL MISSION
The Canby Center	Unitarian Universalist Church in Eugene
The Christian Church of Hillsboro Oregon	UNITED CEREBRAL PALSY OF OR AND SW WA
The Church of Christ of Latter Day Saints	UNITED METHODIST CHURCH
The Collins Foundation	United Way of Lane County
The Dalles Art Association	UNITED WAY OF THE COLUMBIA WILLAMETTE
The Dreaming Zebra Foundation	Unithed Way
THE EARLY EDUCATION PROGRAM, INC.	Unitus Community Credit Union
The Followers of Christ Church of Oregon City	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
The Inn Home for Boys, Inc.9138	USO Northwest
The International School	Verde
The Lighthouse School	VERMONT HILLS FAMILY LIFE CENTER
The Madeleine Parish	Vietnamese Christian Community Church
THE MILL CASINO	Viking Sal Senior Center
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT INC.	Wagon Home Education Resource Center
The Nature Conservancy, Willamette Valley Field Office	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
THE NEXT DOOR	VOLUNTEERS OF AMERICA OREGON
THE OREGON COMMUNITY FOUNDATION	Wallowa Valley Center For Wellness
The Ross Ragland Theater and Cultural Center	WE CARE OREGON
THE SALVATION ARMY - CASCADE DIVISION	West Chehalem Friends Church
The Spiral Gallery	West Hills Christian School
The Tucker-Maxon Oral School	West Salem Foursquare Church
The Wallace Medical Concern	West Salem United Methodist
THREE RIVERS CASINO	Western Arts Alliance
TILLAMOOK CNTY WOMENS CRISIS CENTER	Western Environmental Law Center
TILLAMOOK ESTUARIES PARTNERSHIP	Western Mennonite School
Tillamook Seventh Day Adventist Church	WESTERN RIVERS CONSERVANCY
TLO Farms	WESTERN STATES CENTER
TOUCHSTONE PARENT ORGANIZATION	Western Wood Products Association
TRAILS CLUB	WESTSIDE BAPTIST CHURCH
	Westside Church of Christ Inc

Westside Foursquare Church	COVENANT RETIREMENT COMMUNITIES
WHITE BIRD CLINIC	crescent grove cemetery
Wild Lilac Child Development Community	CSC HEAD START
WILD SALMON CENTER	Cvalco
WILLAMETTE FAMILY	Eagle Fern Camp
Willamette Leadership Academy/Pioneer Youth Corps of Oregon	SALE OF OREGON Trade and Event Center
WILLAMETTE LUTHERAN HOMES, INC	eickhoff dev co inc
Willamette Valley Babe Ruth	Elderhealth and Living
Willamette Valley Rehab Center	First Presbyterian Church of La Grande
WILLAMETTE VIEW INC.	GRANTS PASS MANAGEMENT SERVICES, DBA
Winding Waters Medical Clinic	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
Women's Safety & Resource Center	Halsey-Shedd Fire District
WOODBURN AREA CHAMBER OF COMMERCE	Harvest Church
WORD OF LIFE COMMUNITY CHURCH	Heartfelt Obstetrics & Gynecology
Workforce Northwest Inc	K Churchill Estates
WORKSYSTEMS INC	Kartini Clinic
World Forestry Center	KEIZER EAGLES AERIE 3895
World of Speed	KLAMATH FAMILY HEAD START
Yamhill Community Care Organization	La Grande Family Practice
YMCA OF ASHLAND	LANE ELECTRIC COOPERATIVE
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICE	Light Network LLC
YMCA of Marion and Polk Counties	LOCAL GOVERNMENT PERSONNEL INSTITUTE
Youth Dynamics	MARION COUNTY HEALTH DEPT
YOUTH GUIDANCE ASSOC.	Nez Perce Tribe
YWCA SALEM	Northwest Power and Conservation Council
Zion Lutheran Church	NORTHWEST VINTAGE CAR AND MOTORCYCLE
Other	NPKA
A&I Benefit Plan Administrators, Inc.	Obsidian Urgent Care, P.C.
advocate care	OFFICE OF PUBLIC DEFENSE SERVICES
Astra	OREGON CORRECTIONS ENTERPRISES
Beit Hallel	OREGON DEPT OF FISH & WILDLIFE-SAUVIE
BIENESTAR, INC.	Oregon Funeral Directors Association
Burns Paiute Tribe	Oregon Permit Technical Association
Cannon Beach Fire	Oregon Public Broadcasting
CITY/COUNTY INSURANCE SERVICE	Oregon State Credit Union
Clackamas River Water Providers	OREGON STATE HOSPITAL
Clatskanie People's Utility District	PACIFIC CASCADE FEDERAL CREDIT UNION
COMMUNITY CYCLING CENTER	PENTAGON FEDERAL CREDIT UNION
Confederated Tribes of Warm Springs	Pgma/Cathie Bourne
CONFLUENCE ENVIRONMENTAL CENTE	PIONEER COMMUNITY DEVELOPMENT
Coquille Economic Development Corporation	PIONEER TELEPHONE COOPERATIVE
Cornerstone Association Inc	Portland Impact

Ricoh USA	OREGON DEPARTMENT OF HUMAN SERVICES
RIVER CITY DANCERS	OREGON DEPT OF TRANSPORTATION
SAIF CORPORATION	OREGON DEPT. OF CORRECTIONS
Shangri La	OREGON DEPT. OF EDUCATION
Society of American Foresters	Oregon Forest Resources Institute
Sphere MD	Oregon Health Care Quality Cor
SPIRIT WIRELESS	OREGON JUDICIAL DEPARTMENT
Sunrise Water	OREGON LOTTERY
sunrise water authority	OREGON OFFICE OF ENERGY
The Klamath Tribe	OREGON SCHL BRDS ASSOCIAT
USAGENCIES CREDIT UNION	Oregon State Board of Architect Examiners
Waste-Pro	OREGON STATE BOARD OF NURSING
Wilco Farmers	OREGON STATE DEPT OF CORRECTIONS
State Agency	Oregon State Fair Council
Aging and People with Disabilities	Oregon State Lottery
BOARD OF MEDICAL EXAMINERS	OREGON STATE POLICE
Central Oregon Home Health and Hos	Oregon State Treasury
City of Astoria Fire Department	OREGON TOURISM COMMISSION
Columbia Gorge ESD	Oregon Tradeswomen
DEPARTMENT OF ADMINISTRATIVE SERVICES	OREGON TRAVEL INFORMATION COUNCIL
Kdrv Channel 12	Procurement Services/DAS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	Salem Keizer School District Purchasing
Office of the Ong Term Care Ombudsman	SANTIAM CANYON COMMUNICATION CENTER
OFFICE OF THE STATE TREASURER	SEIU LOCAL 503, OPEU
Opta Oregon Permit Technician	STATE OF OREGON
Oregon Air National Guard	State of Oregon - Department of Administrative
OREGON BOARD OF ARCHITECTS	Teacher Standards and Pracitices Commission
Oregon Board of Massage Therapists	Training & Employment
OREGON CHILD DEVELOPMENT COALITION	Umpqua Valley Public Defender
Oregon Convention Center	
OREGON DEPARTMENT OF EDUCATION	
OREGON DEPARTMENT OF FORESTRY	
State: HI	Anahola
Account Type: HI Counties, Cities, Colleges	Barbers Point N A S
	Camp H M Smith
	Captain Cook
	Eleele
Hawaii County	Ewa Beach
Honolulu County	Fort Shafter
Kauai County	Haiku
Maui County	Hakalau
Kalawao County	Haleiwa
Aiea	

Hana
Hanalei
Hanamaulu
Hanapepe
Hauula
Hawaii National Park
Hawaiian Ocean View
Hawi
Hickam AFB
Hilo
Holualoa
Honaunau
Honokaa
Honolulu
Honomu
Hoolehua
Kaaawa
Kahuku
Kahului
Kailua
Kailua Kona
Kalaheo
Kalaupapa
Kamuela
Kaneohe
Kapaa
Kapaau
Kapolei
Kaumakani
Kaunakakai
Kawela Bay
Keaau
Kealakekua
Kealia
Keauhou
Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina

Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauiilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College

Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College

Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.



City of Stockbridge

Agenda Request Form

Meeting Date

December 13, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ POLICY RENEWAL

AMOUNT

FROM ACCOUNT: 100-15400-523110 – Worker's
Compensation

PRESENTER: Renee Wheeler / Lindell Miller

ITEM/PROJECT/EVENT: WORKERS COMPENSATION POLICY #WCB1033338 - J. SMITH LANIER & CO.
(BROKERS)

BACKGROUND INFORMATION:

The Human Resources Department is requesting approval to renew the Workers Compensation policy for J. Smith Lanier, Policy #WCB1033338, which was approved by Council, December 22, 2020 (R20-1247).

The Agreement is for one (1) year, with the option to renew, with such options in the City's sole discretion.

STAFF RECOMMENDATION:

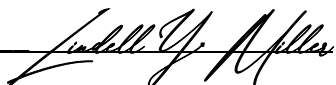
The Human Resources Department is requesting approval to renew the policy for J. Smith Lanier, Policy #WCB1033338, which was approved by Council, December 22, 2020 (R20-1247). The policy term expires January 1, 2022.

The Human Resources request to renew the policy through January 1, 2023 and has determined that. J. Smith Lanier & Co. has performed all work in accordance with the contract requirements and have provided quality service to the City.

Section 3.30.227 – Renewals and Extensions. The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Fiscal Impact: Funds will be provided from account number, Human Resources
- 100-15400-523110 – Worker’s Compensation.

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign_____
PROCUREMENT	YES	NO	or N/A Sign <u></u>
FINANCE DEPT:	YES	NO	or N/A Sign_____
CITY MANAGER:	YES	NO	or N/A Sign_____

SCHEDULE OF CURRENT COVERAGES

October 7, 2021

Insured: **City of Stockbridge**Prepared by: **J. Smith Lanier & Co.**
A Marsh & McLennan Agency LLC company**Schedule of Policies**

Policy Number	Effective Date	Expiration Date	Insurer	Coverage
WCB1033338	1/1/2021	1/1/2022	BrickStreet Mutual Insurance Company	CL Workers Compensation

Covered Locations

Loc #	Address	City	State	Zip Code
1	4640 North Henry Blvd	Stockbridge	GA	30281
2	351 Taylor Drive	Stockbridge	GA	30281
3	100 Stapleton Drive	Stockbridge	GA	30281
4	4602 N. Henry Blvd.	Stockbridge	GA	30281
5	111 Davis Road	Stockbridge	GA	30281

- 6 130 ML King Sr. Heritage Trail (Ted Strickland Community Center)
- 7 119 Davis Rd. (Administration Bldg.)
- 8 4650 N. Henry Blvd. (Amphitheater)
- 9 321 Taylor Dr. (New Public Works Admin. Bldg.)

SCHEDULE OF CURRENT COVERAGES

October 7, 2021

Insured: **City of Stockbridge**Prepared by: **J. Smith Lanier & Co.**
A Marsh & McLennan Agency LLC company**Workers Compensation**

<u>Employers Liability</u>	<u>Limit</u>
Each Accident Limit	\$1,000,000
Disease – Per Employee Limit	\$1,000,000
Disease – Policy Limit	\$1,000,000

Workers Compensation Exposures:

State
GA

Loc/St	Class Code	Description	Number of Employees	Current Exposure	Renewal Exposure
1	7520	Waterworks Operation & Drivers	5	\$294,525	
1	7580	Sewage Disposal Plant Operation & Drivers	8	\$421,853	
1	8380	Automobile Service Or Repair Center & Drivers	3	\$78,436	
1	8742	City Administrator VACANT	2	\$124,948	
1	8810	Clerical Office Employees Noc	16	\$1,155,307	
1	9016	Amusement Park Or Exhibition Operation & Drivers	4	\$39,222	
1	9102	Parks	3	\$380,248	
1	9402	Public Works-Streets	14	\$597,597	
1	9410	Municipal Employee NOC	3	\$254,534	

10/8/2021 Police Chief 1 \$140,000

Insured: **City of Stockbridge**Prepared by: **J. Smith Lanier & Co.**
A Marsh & McLennan Agency LLC company

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <http://global.marsh.com/about/>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf; MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/resource/compensation-guide-for-client.pdf>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

SCHEDULE OF CURRENT COVERAGES

October 7, 2021

Insured: **City of Stockbridge**Prepared by: **J. Smith Lanier & Co.**
A Marsh & McLennan Agency LLC company

Client Authorization**Choose the appropriate option:**

- ☐ After review of the Schedule of Coverages dated 10/7/2021, I find no changes are necessary at this time.

Authorized Signature

Date

(Print Name)

- ☐ After reviewing the Schedule of Coverages dated 10/7/2021, I authorize J. Smith Lanier & Co. to make changes noted on the previous pages or listed below. I understand these changes may result in possible additional underwriting requirements or more/less premium.

Authorized Signature

Date

*(Print Name)***Policy Document Delivery****I would prefer to have my policies and endorsements delivered to my business in the following manner:**

- ☐ Mailed through the US Postal Service
- ☐ Emailed electronically to the following email address

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE PURCHASE OF POLICE MOBILE
COMPUTERS AND ASSOCIATED EQUIPMENT**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Chief of Police is seeking approval for the purchase of 40 mobile data terminals, printer, and associated equipment for police patrol vehicles;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Request. City Council hereby approves the purchase of 40 mobile data terminals, printer, and associated equipment for police patrol vehicles in the amount \$132,295.20. The support documents are attached as Exhibit A.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this _____ day of _____, 2021.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, City Attorney



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

Stockbridge Police Department-PD-Panasonic-40

Quote # 000377
Version 1

Quote Prepared for:

City of Stockbridge Government-GA

Frank Trammer
ftrammer@cityofstockbridge-ga.gov

Prepared by:

Prologic ITS LLC

Tony Bailey
tony.bailey@prologicits.com

WWW.PROLOGICITS.COM

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FZ-55DZ003VM	PANASONIC : Win10 Pro,i7-1185G7 (up to 4.8GHz),vPro,14.0 HD,16GB,512GB OPAL SSD,Intel Wi-Fi 6,BT,4G LTE Band 14 (EM7511),Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN),Infrared Webcam,Standard Battery,TPM 2.0,Emissive Backlit Keyboard,Flat	\$1,815.18	40	\$72,607.20
HA-55LVD2L	PANASONIC : HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA WITH LIND POWER SUPPLY FOR PANASONICS TOUG	\$768.56	40	\$30,742.40
BR-PJ723D1Y14W	PANASONIC : POCKETJET 7 KIT,300 DPI,INTEGRATED USB (INCLUDES POCKETJET 7,300 DPI PRINTER,6 USB CABLE,14 VEHICLE WIRING HARNESS,DOCUMENTATION SET (W/NO CD) WITH THREE YEAR WARRANTY for all Toughbook.	\$409.51	40	\$16,380.40
CF-SVCLTNF3YR	PANASONIC : PROTECTION PLUS WARRANTY - CF-31, FZ-55, CF-20 LAPTOP (YEARS 1, 2 & 3)	\$239.29	40	\$9,571.60
FZ-VDM551W	PANASONIC : DVD xPAK for FZ-55 Mk1 Universal Bay Expansion Area	\$74.84	40	\$2,993.60

Subtotal: **\$132,295.20**

Stockbridge Police Department-PD-Panasonic-40

Prepared for:

City of Stockbridge Government-
GA4640 North Henry Boulevard
Stockbridge, GA 30281
Frank Trammer
(678) 833-3345
ftrammer@cityofstockbridge-
ga.gov

Bill To:

City of Stockbridge Government-
GAFrank Trammer
4640 North Henry Boulevard
Stockbridge, GA 30281

Ship To:

City of Stockbridge Government-
GAFrank Trammer
4640 North Henry Boulevard
Stockbridge, GA 30281

Quote Information:

Quote #: 000377

Version: 1
Delivery Date: 12/01/2021
Expiration Date: 12/30/2021

Quote Summary

Description	Amount
Products	\$132,295.20

Total: **\$132,295.20**

State of Georgia End-User Computing Contract 99999-SPD-SPD0000161-0009 for Applicable Items.

Panasonic products are non-returnable per the manufacturer, excluding damaged, defective, or DOA items

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

City of Stockbridge Government-GA

Signature: _____

Name: _____

Title: _____

Date: _____



STATE OF GEORGIA
ACTIVE STATEWIDE CONTRACTS & ASSIGNED CONTRACT MANAGEMENT SPECIALIST
Effective Date: October 1, 2021

Contract Management Team	Phone Number
Dr. Carl A. Hall, PhD, Esq., Contract Management Manager	404-657-4254
Ms. Bennetta Daniels, Contract Management Specialist	404-656-1786
Mr. Eric Mercier, Contract Management Specialist	404-463-1540
Mr. Osborne Johnson, Contract Management Specialist	404-232-1929
Mr. Daniel Garnett, Contract Management Specialist	404-651-6084
Mr. Donnie Treadway, Contract Management Specialist	404-463-0824
Mrs. Jeanette Rakestraw, Contract Management Assistant	404-657-4322
Team Email: contract.management@doas.ga.gov	

Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000184-002	COVID-19 Disinfecting Cleaning	ACESA CLEANING SERVICES, LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-003	COVID-19 Disinfecting Cleaning	BARTOLOMUCCI AND ASSOCIATES INC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-004	COVID-19 Disinfecting Cleaning	CARTER, CHANDA	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-005	COVID-19 Disinfecting Cleaning	CONTINENTAL ENVIRONMENTAL SERVICE	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-006	COVID-19 Disinfecting Cleaning	DISINFECTANT SOLUTIONS OF ATLANTA,	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-007	COVID-19 Disinfecting Cleaning	JEFFREY FENNELL	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-008	COVID-19 Disinfecting Cleaning	FRANMICKA L FORD	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-009	COVID-19 Disinfecting Cleaning	THORNTON, STEVEN C	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-010	COVID-19 Disinfecting Cleaning	HAYES CONSTRUCTION & RENOVATIONS	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-011	COVID-19 Disinfecting Cleaning	J FERG PROS CORPORATION	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-012	COVID-19 Disinfecting Cleaning	BRIAN WEBB	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-013	COVID-19 Disinfecting Cleaning	LGC GLOBAL ENERGY FM LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-014	COVID-19 Disinfecting Cleaning	MJ CONSULTING AND SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-015	COVID-19 Disinfecting Cleaning	NEW BEGINNINGS COMMERCIAL RESIDE	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-016	COVID-19 Disinfecting Cleaning	SMITH, PAMELA JOHNSON	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-017	COVID-19 Disinfecting Cleaning	PURE AIR CONTROL SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-018	COVID-19 Disinfecting Cleaning	TAYLOR, ROBERT NATHANIEL	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-019	COVID-19 Disinfecting Cleaning	SERVICEMASTER DOWNTOWN COMMERC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-020	COVID-19 Disinfecting Cleaning	SYNZEVO, INC.	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-021	COVID-19 Disinfecting Cleaning	THE GOLDEN CREW CLEANING COMPANY	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-022	COVID-19 Disinfecting Cleaning	WILPRO ENTERPRISES INC	5/31/2022	Rakestraw	Convenience	Services
99999-SPD-NVPUT3229-0001	DATA COMMUNICATION PRODUCTS	PALO ALTO NETWORKS INC	9/30/2024	Garnett	Conv-Consortia	IT
99999-001-SPD0000141-0001	Diagnostic Instruments and Acc	THE INSTRUMENT HOUSE INC	10/31/2022	Johnson	Mandatory	Goods
99999-001-SPD0000141-0003	Diagnostic Instruments and Acc	MCKESSON MEDICAL SURGICAL GOVERN	10/31/2021	Johnson	Mandatory	Goods
99999-001-SPD0000170-0001	Discounted Retail Walk In Buil	LOWE'S COMPANIES INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000170-0002	Discounted Retail Walk In Buil	HOME DEPOT USA INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000135-0001	Document Management Services	AMERICAN DOCUMENT SECURITIES	1/31/2022	Garnett	Convenience	Services
99999-SPD-SPD0000118-0001	ELECTRONIC MONITORING EQUIPM	BUDDI LTD	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0002	ELECTRONIC MONITORING EQUIPM	SATELLITE TRACKING OF PEOPLE LLC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0003	ELECTRONIC MONITORING EQUIPM	BI INCORPORATED	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000161-0002	End-User Computing	BYTESPEED COMPUTERS	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0003	End-User Computing	CDW GOVERNMENT LLC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0004	End-User Computing	DELL MARKETING LP	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0006	End-User Computing	GOV CONNECTION INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0007	End-User Computing	HP INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0008	End-User Computing	LENOVO - UNITED STATES INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0009	End-User Computing	PANASONIC CORPORATION OF NORTH A	6/2/2022	Garnett	Convenience	IT



City of Stockbridge

AGENDA ITEM

MEETING DATE

December 13, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☒ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☒ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Purchase of Police Mobile Computers & Associated Equipment

Council consideration to approve the purchase of 40 mobile data terminals (MDT's) , printers and associated equipment for police patrol vehicles.

BACKGROUND INFORMATION:

40 mobile data terminals (MDT's) are required for each of the police department's patrol vehicles. These computers will be utilized by patrol officers for purposes to include; computer automated dispatching, report writing, and querying drivers and criminal history checks.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$132,295.20

ATTACHMENTS:

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