



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Alphonso Thomas

Councilman Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
April 11, 2022 6:00 PM**



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, APRIL 11, 2022 6:00 PM

Mayor & City Council

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

Administration

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

ZOOM LOGIN INFORMATION - <https://us02web.zoom.us/j/83979628788>

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Approval of Minutes February 14, 2022
- 2 Approval of Minutes February 22, 2022

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.

CEREMONIAL

- 3 Proclamation - Child Abuse Awareness Month
- 4 Proclamation - Medical Laboratory Professionals Week

PRESENTATION

- 5 Henry County Chamber of Commerce/Convention & Visitors Bureau Annual Hotel/Motel Tax Report for the City of Stockbridge FY21 - Presented by: Laura Luker

PUBLIC HEARING

- 6 **VARIANCE CASE #VR-2022-01 for 727 Bethpage Drive**—Nitesh Patel, the applicant and owner of a residential lot at 727 Bethpage Drive (Parcel ID #051F01220000), requests a variance to reduce the property's rear yard setback from the required 75 feet (for a golf course-abutting lot) to 50 feet to allow for the construction of a new single-family detached home. The property is located in Land Lot 17 of District 6 within the Stockbridge City Limits. It comprises Lot 14 of Block W within Unit XI of the Eagle's Land Subdivision. - Presented by: Brecca Johnson, Linda Logan

NEW BUSINESS

- 7 Council Consideration to fill a vacancy and appoint a member to the Downtown Development Authority Board - Presented by: Alan Peterson
- 8 Council consideration to approve the East Atlanta Road/Lee Street Roadway Improvements Project Change Order No.1 with Summit Construction Development for the modification of the traffic signals and the use of the alternate bid pricing for street print crosswalks in the amount of \$292,181.85. The funding source is from SPLOST. - Presented by: Decius Aaron
- 9 Council Consideration to grant the Chief of Police the authority to implement and/or amend police department policies and procedures with review by legal counsel as appropriate, excluding policies and procedures with a financial impact greater than \$5,000. - Presented by: Frank Trammer
- 10 Council Consideration to approve City of Stockbridge Wrecker Services Policy - Presented by: Frank Trammer, Frederick Gardiner
- 11 Council Consideration to Award Annual Contract for wrecker services to Supreme Trio LLC (dba Swanson Towing and Recovery) piggybacking off of Henry County's Contract # HC_21-98 - Presented by: Frederick Gardiner, Frank Trammer
- 12 Council consideration to approve the Public Works Department request to renew the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services in the amount of \$255,000.00 as approved in the FY2022 stormwater budget. - Presented by: Decius Aaron

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS - Meetings will be held via Zoom unless otherwise noted. 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.

□ Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (April 13) □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom REVISED APRIL MEETING DATE (April 15) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Apr 19) □ Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (April 19) □ City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Apr 26) □ Planning Commission Meeting, 4th Thursday at 6:30 p.m. Via Zoom – (Apr 28) □ City Council Meeting, Second Monday of each month – Via Zoom (May 9) UPCOMING CITY EVENTS/INITIATIVES • A Continuous Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service! • Job Fair, Thursday, April 21, 2022 – 10:00 a.m. – 1:00 p.m. in the Amphitheater parking lot. City-wide job fair with Goodwill and Omega Fraternity and Delta Sorority; and includes an Ex-Offenders Job Fair. There will be on-site with resume assistance and immediate hirings. • Here is your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, April 25, 2022 from 10 a.m. to noon (In-Person). Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)**ADJOURNMENT**



**COUNCIL MEETING
SUMMARY MINUTES**

MONDAY, FEBRUARY 14, 2022 6:00 P.M.

Mayor & City Council

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

Administration

Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Danielle Davis, 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.

The meeting was called to order by Mayor Ford.

Invocation by Councilman Alexander.

Pledge of Allegiance was 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 Thomas motioned to amend the Agenda to Table Item #15, 16, 17, and 20 to the February 22, 2022 Agenda: Second by Councilman Blount. The motion passed 5-0.

Councilwoman Barber motioned to amend the Agenda to add Council Discussion Item #24 Amphitheater Management: Second by Councilwoman Gantt. The motion passed 5-0.

Councilman Alexander motioned to amend the Agenda to add Council Discussion Item #25 Hwy. 138 CID Feasibility Study: Second by Mayor Pro Tem Thomas. The motion passed 5-0.

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

Councilman Alexander motioned for the Adoption of the Minutes: Second by Councilman Blount. The motion passed 3-0-2 (Gantt Abstained noting her absence 12/21/21; Barber Abstained noting Minutes had not been reviewed).

1. Minutes for Special Called Meeting 12/9/2021
2. Minutes for Council Meeting 12/13/2021
3. Minutes for Special Called Meeting 12/15/2021
4. Minutes for Work Session Meeting 12/21/2021

PUBLIC COMMENTS

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CEREMONIAL

5. Mayor Ford administered the Oath of Office for the Council on Aging Representative Ms. DeRitha Barber
6. Mayor Ford administered the Oath of Office for the Downtown Development Authority Board Members, Mr. Roger Custin and Mr. Robert Swygert

Mr. Custin stated it is an honor and privilege to serve and looks forward to serving with Councilman Alexander and moving the downtown development forward.

Mayor Ford noted Mr. Custin's business, BarnBeautiful, located in downtown Stockbridge was recently recognized by the Henry County Chamber and awarded the Micro Business of the Year.

Mr. Swygert stated he has enjoyed being engaged with the other DDA Board members and Councilwoman Gantt, noting the board has a good team; and Stockbridge has a lot of potential and looks forward to being a part of the progress.

7. Mayor Ford administered the Oath of Office for Ethics Board Member Calandra Dallas.

Ms. Dallas thanked the Council for the appointment and looks forward to serving.

8. Mayor Ford administered the Oath of Office for the Main Street Advisory Board Council Liaison, Mayor Pro Tem Alphonso Thomas.

Mayor Pro Tem Thomas stated he is delighted and excited to be a part of the Main Street Program, noting they have a great and hard-working team; noted there are great things planned for the City's downtown, and is glad to be a part of the City Council and having the opportunity to move things forward for the City of Stockbridge.

9. Mayor Ford administered the Oath of Office for the Downtown Development Authority Council Liaison, Councilman Elton Alexander

Councilman Alexander stated it is a great time to be in the City of Stockbridge with so much opportunity; encouraged all businesses and entrepreneurs to locate to Stockbridge, as we are open for business; noted the Downtown Development Authority was providing businesses with the DCA (Department of Community Affairs) Revolving Loan Program; noted the excitement of being contacted about restaurants coming to the city, noting if you believe in yourself, others will believe in you; noted the city's Amphitheater was a major investment spurring economic development, which will continue with the investment of the Cultural Arts Center.

10. Mayor Ford read the Proclamation for Will Anderson, Jr. of the University of Alabama, and Dutchtown High School Alumni.

Mrs. Tereon Anderson, Will Anderson's mother, accepted the proclamation on Will's behalf, noting he was in a different time zone and started training today; thanked the Mayor & Council for the proclamation and highlighting so many of Will's accomplishments; noted with him being in Alabama, he doesn't get the recognition and was really special to be recognized by his hometown; thanked Councilwoman Barber for bringing the recognition forward; referenced association with Mayor Ford going back to the Dutchtown days; noted she would make sure that Will sees the video broadcast of the presentation and will make every attempt for Will to receive the proclamation in person.

11. Mayor Ford read the proclamation highlighting the University of Georgia's 2022 National Championship win.

Georgia State Representative Demetrius received the Proclamation and thanked the Mayor & Council, noting the championship was long overdue; noted he has recognized individuals who have gotten involved in the local government and serving on boards and committees for the city, and that is a great thing; thanked the city for moving things forward to the next level, and asked that if he can help in any way to please reach out as his door is always open to be able to work together; noted elected officials are the voice of the people and to always remember that making decisions are not about the officials, but rather it is about the people; and referenced the excitement to have the new city manager on board.

12. Mayor Ford read the proclamation highlighting Black History Month; Mayor Pro Tem Thomas referenced the upcoming 11th Annual African American Heritage Celebration taking place virtually on Saturday, February 26th at 4pm and could be viewed Live on the city's Facebook page and will feature as the Keynote Speaker, Pastor T. J. McBride of Tabernacle of Praise and looks forward to a wonderful message; noted the theme *Honoring the Past, Celebrating the Present and Aspiring the Future*; noted each year's celebration is to continue to tell the story of African American greatness and plight; and congratulated Councilwoman Yolanda Barber for being selected by the Heritage Committee for this year's Governance Award; and requested a copy of the 2022 Black History Proclamation.

NEW BUSINESS

13. Council Consideration to approve the ratification of the Resolution supporting the annexation of unincorporated land.
Presented by Frederick Gardiner, City Manager
Mr. Gardiner read the first section of the proposed Resolution for the record "The City of Stockbridge is proud to unanimously support the legislation put forth by the Henry County Legislative Delegation, to annex unincorporated lands into the City of Stockbridge. The City of Stockbridge is proud to have such honorable advocates working for its citizens and offers its support to the proposal set forth in the legislature".

Mr. Gardiner noted this comes as the City's support for the Henry County Delegation looking to close some gaps and add additional areas to the city.

Councilman Alexander noted it is long overdue with closing the gaps and will also be helpful with the new police department.

Councilman Alexander motioned to approve the ratification of the Resolution supporting the annexation of unincorporated land: Second by Councilwoman Barber. The motion passed 5-0.

14. Council Consideration to approve the Vaccination Incentive Program.
Funding Source: ARPA
Presented by Renee Wheeler, Human Resources Manager
Ms. Wheeler noted staff is recommending the elected body approve utilizing ARPA funds to incentivize employees to participate in the city's vaccination incentive program. Ms. Wheeler noted the purpose of the vaccination incentive program is to increase the number of employees who are unvaccinated or has only received one vaccination and funds will be used to provide incentives to employees to get the vaccination and themselves and others safe.

Ms. Wheeler noted there are five (5) Tiers of the vaccination program:

1. Tier 1: Employees fully vaccinated with a booster between January 1, 2021- January 1, 2022- \$1,000 incentive
2. Tier 2: Employees have received two (2) vaccination shots with no booster shot- \$500 incentive

3. Tier 3: Employees have received one (1) vaccination shot- \$250 incentive
4. Tier 4: Employees are full vaccinated with two shots before April 1, 2022- \$500 incentive
5. Tier 5: Employees received the booster shot by the end of April 2022- \$500 incentive

Ms. Wheeler noted employees who have been vaccinated will have to present their proof of immunization to Human Resources to participate in the program. Those who choose to not be vaccinated under medical or religious reasons will not be able to participate in the program. If any employee presents a false vaccination card, they will be subject to federal prosecution and it is a federal crime to make or use “any materially false writing in any matter involving a health care benefit program”.

Councilman Blount stated his intentions with bringing this up two months ago was not to have an incentive program but to give funds to each employee, one set amount, due to the increase of cost of living.

Ms. Wheeler noted as of January 1, 2022, all employees have received a 3% cost of living increase.

Councilman Blount noted he understands the cost of living is given yearly; however, he would like to go above and beyond with what the city is able to do with ARPA funds.

Ms. Wheeler noted ARPA funds cannot be used for a cost-of-living increase but could be used for a vaccinated incentive program.

Councilman Alexander noted COVID related funds would have to be in accordance with a COVID relief program and legally and agrees with Councilman Blount to try to find a way to reward employees for general services.

City Manager, Fredrick Gardiner noted the ARPA funds law was set up to designate employees as critical, in which some cities put procedures into place to allow employees to be critical. Mr. Gardiner also noted staff will look back at the amendments made to the rules and regulations governing the ARPA funds and if there is a provision or amendment allowed, staff will bring the presentation to council.

Councilman Blount noted he would like staff to go back and look for amendments and inquire if any cities are currently doing it.

Ms. Wheeler noted some cities used APRA funds for various reasons and for essential personnel like police and fire who worked during the beginning of COVID.

Councilman Alexander expressed he would like for everyone who worked through the pandemic receive something and agrees with the Tier approach.

Mr. Gardiner noted it was not a huge charge allotted to the city and staff will go back to see if the premium paid process will allow for bonus pay.

Councilwoman Barber inquired on the percentage of employees fully vaccinated.

Ms. Wheeler noted she does not have a percentage; however, 61 employees have at least received one vaccination shot.

Councilwoman Barber noted it would be helpful to receive a breakdown of how many has received one shot, two shots or boosted, and those with no intentions of being vaccinated.

Mr. Gardiner noted he asked Human Resources to obtain the information when he started; however, the problem is getting people to be comfortable with giving their information out.

Councilman Alexander motioned to approve the Vaccination Incentive Program: Second by Councilwoman Gantt. The motion passed 3-0-2 (Barber/Blount Abstained).

15. Council Consideration to approve the Public Works Department request to approve an increase in the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for Janitorial Maintenance Services to an annual amount of 118,080. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the FY2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-422321 (Facility Cleaning City Hall).
Presented by Decius Aaron, Public Works Director
Item Tabled to February 22, 2022, Work Session Meeting

16. Council Consideration to approve the Public Works Department request to approve an increase in the annual contract (2019-00022P) with CGL Facilities Management, LLC for Right-of-Way Landscaping to an annual amount of \$300,000 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping).
Presented by Decius Aaron, Public Works Director
Item Tabled to February 22, 2022, Work Session Meeting

17. Council Consideration to approve the Public Works Department request to approve an increase in the annual contract (RFP 2020-0026) with Site Engineering, Inc. for On-Call Water & Sewer Emergency & Operational Repair/Maintenance and Construction Services to an annual amount of \$255,000.as approved in the FY2022 Stormwater budget. The account number is 510-42500-542515 (Stormwater Repair).

Presented by Decius Aaron, Public Works Director

Item Tabled to February 22, 2022, Work Session Meeting

18. Council Consideration to approve and award a fixed contract to the lowest responsible bidder, Blount Construction Company, Inc. for Invitation to Bid (ITB) Number 2021-0015 for the City of Stockbridge 2022 LMIG Program Road and Resurfacing in the amount of \$1,738,673.68.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted staff is seeking approval of the 2022 LMIG Resurfacing Program which will pave 5.05 miles of road. Mr. Aaron noted the paved roads would consist of: Davidson Pkwy. (from the Henry County line to North Henry Blvd.), Old Atlanta Rd. (from Flippen Rd. to the dead end), Meadow Ridge Dr. (from Davis Rd. to cul-de-sac), Willow Springs Ln. (from Old Atlanta Rd. to cul-de-sac), Sage Ct. (from Spring Creek Dr. to cul-de-sac), Memory Ln. (from cul-de-sac to cul-de-sac located in the Legends subdivision), Old Legends Blvd. Walt Stephens Rd. to Memory Ln. also located in the Legends subdivision, Timeless Walk (from Memory Ln. to cul-de-sac located in the Legends subdivision) Home Place Dr. (from Spear Rd. to cul-de-sac located in the Legends subdivision), Bridal Cove (from Carriage Lake Dr. to cul-de-sac located in the Carriage Lake subdivision), Lakeview Place (from Carriage Lake Dr. to cul-de-sac located in the Carriage Lake subdivision), Fairgreen Trail (from Monarch Village Way to Walt Stephens located in the Monarch Village subdivision) and Winter View Way (from Monarch Village to cul-de-sac located in the Monarch Village subdivision).

Mr. Aaron noted the city would be resurfacing the WWTP (Wastewater Treatment Plant) parking lot which funds would be coming out of sewer funds and was included in the LMIG due to an economy scale because parking lots are not eligible for LMIG resurfacing and funding has been received by G-DOT in the amount of \$281,848.94.

Councilman Alexander inquired if Summit View Dr. was a part of the list and when will the payment be complete.

Mr. Aaron noted Summit View Dr. was a part of the 2021 LMIG list and once the contract is approved and signed the contractor will get started.

Councilman Blount asked for a breakdown of the complete funding sources. Mr. Aaron noted the City received \$281,848.94 from GDOT, \$89,547.77 will come from the sewer fund balance for the WWTP (Wastewater Treatment Plant) parking lot resurfacing and \$1,367,276.97 from SPLOST V.

Councilman Blount inquired about the list of sidewalks that needs repairing and noted citizens are concerned with the summer months coming up, they will not be able to utilize the sidewalks.

Mr. Aaron noted the list will be submitted to council once compiled in the next few weeks and noted concerns with incomplete sidewalks and how to address them.

Mayor Pro Tem Thomas requested a history of the list of streets and when the cycle first started; Mr. Aaron noted he only had records since his tenure began with the city and prior year history would need to be requested through the Clerk's Office.

Councilman Alexander motioned to approve the 2022 LMIG Program Road and Resurfacing in the amount of \$1,738,673.68: Second by Councilman Blount. The motion passed 5-0.

19. Council Consideration to approve Task Order No. 37 with Carter & Sloope Wastewater Treatment Plant Capacity Review in the amount of \$66,100.00 Funding Source SPLOST V.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted staff is looking at the option of expanding the WWTP (Wastewater Treatment Plant) and wants to be proactive before any issues arise. Mr. Aaron noted a developer approached the city about connecting to the sewer system in the Henry County Water Authority service area but trying to connect with the County would be a great expense and has asked the city to take on the capacity which would bring a lot to the city in impact fees.

Mr. Aaron noted the city is at about 60% capacity and EPD wants at least 80% capacity and a plan on how to expand or a moratorium will be issued where no other plants can connect.

Councilman Blount motioned to approve Task Order No. 37 with Carter & Sloope Wastewater Treatment Plant Capacity Review in the amount of \$66,100.00: Second by Councilman Alexander. The motion passed 5-0.

20. Council Consideration to approve the Public Works Department request to approve a budget adjustment for annual landscaping services for Governmental Buildings in the amount of \$300,000.00 and Amphitheater in the amount of \$75,000. The Public Works Department is also requesting approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an amount of \$375,000. The increase includes the addition of the Amphitheater. The account number is 100-15650-522219 (Landscaping) and 565-61800-52219 (Landscaping).

Presented by Decius Aaron, Public Works Director

Item Tabled to February 22, 2022, Work Session Meeting

21. Council Consideration to approve software and service costs for Report/Citation Management, Computer Aided Dispatch (CAD), Mobile Operations, Law Enforcement Records Management and Public Safety Analytics Software from Tyler Technologies in the amount of \$102,355.00 Funding Source ARPA.

Presented by Frank Trammer, Police Chief

Chief Trammer noted to operate the police department it will need a system or report management system to be able to respond to calls for service and for officers to be able to issue reports and citations. Chief Trammer noted the County's police department uses Tyler Technologies and the advantage of going with Tyler Technologies is the county already has purchased site and mobile licenses for all agencies within the county and saves the city \$250,000.00. Chief Trammer also noted the software would allow citizens to be able to login and see real time crime data.

Councilwoman Barber motioned to approve software and service costs for Report/Citation Management, Computer Aided Dispatch (CAD), Mobile Operations, Law Enforcement Records Management and Public Safety Analytics Software from Tyler Technologies in the amount of \$102,355.00 as Sole Source: Second by Councilman Alexander. The motion passed 5-0.

22. Council Consideration to approve renovation costs for the City of Stockbridge Police Department Headquarters Building at 4545 N. Henry Blvd. not to exceed the amount of \$3,951,525. Police Bond \$3,000,000.00 \$852,437 SPLOST V; and \$99,088 ARPA Funds.

Presented by Frank Trammer, Police Chief

Chief Trammer noted the police precinct will need updating to support a police headquarters and to be in accordance with the aesthetics of the downtown area.

Chief Trammer noted the Police Department is looking to have 52 full-time officers sworn-in, 6 full-time civilian officers for a total of 58 officers; and in need of 15 offices and 15 cubicles, which currently holds only 8 offices and 16 cubicles spaces and is not large enough on the first floor.

Chief Trammer expressed with the new renovations, the Police Department would like to expand on the first floor the community room, add a kitchenette, wants to repurpose space for cubicles and additional offices, add a fitness room, evidence/lab room and a patrol squad room. Chief Trammer noted the second floor will include the executive administrative staff offices with a conference room/ lounge area and is needing 20 offices and 26 cubicles.

Chief Trammer noted the estimated renovation cost is \$2,792,750.00 and the estimated additional cost is \$3,619,547 with a 10% contingency of \$331,978 for a total estimated cost of \$3,951,525.00.

Mayor Pro Tem Thomas noted he toured the facility last year and agrees with the much-needed renovations for efficiency.

Mr. Gardiner noted once the Grants Writer position is filled, grants will be sought to help offset costs, noting the grants will not cover 100% of the police departments costs, maybe 50%, if that. Mr. Gardiner also noted the Grants Writer position has been advertised for three (3) weeks and staff has received a good number of applications and will get with HR to set up interviews.

Mayor Pro Tem Thomas thanked Mr. Gardiner for moving forward to fill the position, noting the Council approved the Grants Writer position in December 2021, and it is concerning that the position is just now being executed within the last 10 days and has a concern about Council directives with no action by staff.

Mr. Gardiner noted moving forward, directives will be taken care of in a timely manner.

Chief Trammer noted by utilizing ARPA funding, the Police Department was able to offset a lot of start-up cost and has yet to spend any of the \$3 million from the Police Department fund.

Councilman Alexander noted the meeting was not streaming live on Facebook and asked if IT was available, as there should be another person when the regular person is unavailable.

Mayor Ford noted Mr. Washington, City Attorney is not on this meeting call, noting in his absence is Attorney Danielle Davis.

Mrs. Holiday noted for the record all meetings are uploaded the next day on the city's website to view.

Councilwoman Gantt confirmed a link has been shared for citizens to watch the meeting via Zoom.

Councilwoman Barber noted she is not aware of a TSW contract or design fees, nor does she know Keck & Wood's management fees and requested a breakdown of charges for the police station renovation/construction and asked what \$35,000 to Keck & Wood covers.

Carl Trevathan of Keck & Wood noted it would cover his services and other members of the design team, managing the cost, permitting process, the schedule and be a resource to Chief Trammer and his team; noted he has prepared the management plan along with the budget.

Councilwoman Barber asked Mr. Trevathan on how he came up with the \$35,000 amount.

Mr. Trevathan noted its time driven and based on the number of hours spent on the project.

Councilwoman Barber noted she does not want anyone coming back asking for budget amendments to cover management fees.

Chief Trammer noted Council approved a Resolution for \$165,000 authorizing the layout of the building which was reduced to \$152,000 and does not anticipate additional money being needed.

Councilwoman Barber asked why the city would not go through a competitive bidding process and asked if the city would piggyback off a state contract to complete renovations?

Chief Trammer noted yes, and the city was already using a contractor and that is how the pricing was reduced.

Councilwoman Barber inquired if the City Manager and City Attorney both reviewed the proposals. Both Mr. Gardiner and Attorney Berry confirmed they had.

Councilman Alexander inquired if the \$3 million dollar bond would be used for the renovation project. Chief Trammer confirmed yes.

Councilman Blount inquired on a projection date of completion.

Mr. Trevathan noted his concern is how to get work done by July 1st and noted there will be two phases which would get some work done by July 1st and everything else would be completed by September 1st.

Councilman Blount inquired if other city building would need to be utilized until work is completed.

Chief Trammer noted the most logical thing would be to set up in the Merle Manders Conference Center in the event the facility is not ready by July 1st.

Mayor Pro Tem Thomas asked if grant funding becomes available could it be allocated to some of the funding sources used before hand and noted he would like to see in the motion if funds become available, they are able to be reallocated.

Attorney Berry noted the Council could reallocate funds.

Councilman Alexander motioned to approve renovation costs for the City of Stockbridge Police Department Headquarters Building at 4545 N. Henry Blvd. not to exceed the amount of \$3,951,525. Police Bond \$3,000,000.00 \$852,437 SPLOST V; and \$99,088 ARPA Funds; Second by Councilwoman Gantt. The motion passed 5-0.

23. Council Consideration to approve the purchase of furniture for the Stockbridge Police Department Headquarters Building from the HON Company, Georgia State Contract #9999-001 SPD0000100-0091, in the amount of \$227,004.34. Funding Source: Police Bond
Presented by Frank Trammer, Police Chief
Chief Trammer noted the Council has already approved the overall budget which this is a part of and noted anything over \$75,000 must come before Council for approval.

Councilwoman Gantt motioned to approve the purchase of furniture for the Stockbridge Police Department Headquarters Building from the HON Company, Georgia State Contract #9999-001 SPD0000100-0091, in the amount of \$227,004.34: Second by Councilwoman Barber. The motion passed 5-0.

COUNCIL DISCUSSION

24. Council Discussion – Amphitheater Management.
Presented by Councilwoman Barber
Councilwoman Barber noted she has been attempting to get answers about her concerns regarding the Amphitheater, specifically to the contract language presented to Council prior to the August 2021 meeting of the City Council and noting the language in the signed contract did not include the conditions requested by Council. Councilwoman Barber noted the revised contract with the conditions was not brought back to Council for review and approval; noted that so far after two (2) concerts, it appears the city has sustained losses from both concerts; noting five (5) months have passed and the Council has not been provided with detailed accounting and financials despite her repeated requests.

Councilwoman Barber noted the city needs to make it clear regarding exclusive rights of the use of the Amphitheater facility, and the management company is not authorized to negotiate with Pepsi regarding sponsorships on the city's behalf due to ongoing discussions with Pepsi prior to Council approving a management contract.

Councilwoman Barber noted there is a 70/30 revenue split with the management company receiving 70% of sponsorships and noted the previous City Manager knew it, City Attorneys knew it and two of her councilmates knew it.

City Attorney Berry expressed to Councilwoman Barber he was not involved in any of the discussions with Pepsi and asked that she not state that he was included in the conversations with Pepsi.

Councilwoman Barber noted her comments were based on information provided to her by the former City Manager, Randy Knighton where he had advised her that he and the City Attorneys would be having discussions with Pepsi Executives prior to (and after) the Council approved a Management Contract.

Councilwoman Barber made it clear that she was unaware if discussions ever took place between the City and Pepsi Executives, noting she was citing what she had been told by the former City Manager, Randy Knighton.

Councilwoman Barber noted the former City Manager, Randy Knighton and the City Attorneys knew the City was already having discussions with Pepsi Executives regarding sponsorship prior to the approval of the management company's contract because time (Sep – Oct 2021) was carved out of the contract to allow for the proposed concert series.

Councilwoman Barber noted she looks forward to hearing about continued discussions between the City and Pepsi regarding a sponsorship with the City and stated no one should have said conversations except the city and Pepsi; noted all of her questions sent have gone unanswered and she has been dismissed and disregarded; noted there were 14 questions posed to her councilmates and the City Attorneys a few weeks ago, and had previously been posed in April 2021, noting it was suggested the Council task staff, City Manager and City Attorneys to speak directly with Pepsi Executives.

Councilman Alexander call for a Point of Order and noted to stop bringing up the potential sponsor's name.

Councilwoman Barber suggests no contract be signed by the city with the management company regarding sponsorships until all her questions are addressed. Councilwoman Barber expressed her questions have been disregarded and dismissed since April 2021.

Councilwoman Barber read her 14 questions into the record as follows:

1. GRA agreed to provide printouts of ticket sales, food & beverage, and alcohol sales from the two concerts in 2021. As of today, the city has not received them.
2. Provide access to the city of the vendor software used to track food & beverage sales, ticket sales, alcohol sales, etc. (i.e., Toast POS).
3. Provide documentation of the Marketing campaign/strategy to demonstrate that it was executed as outlined in the contract.
4. All communications regarding upcoming concerts/events should be directed to and acknowledged by the City Manager prior to GRA (Georgia Radio Alliance) conducting promotions. As of today, no official communications have been made to the city regarding the active promotions by GRA of the upcoming April 1, 2022, Jon Pardi concert. The concert promotion is listed on the StockbridgeAmp.com website. However, the City Manager, Mayor & Council nor the Public Information Officer were made aware. As a result, the Public Information Officer nor any member of the Governing Body have notified the community when tickets went on sale.

When did the tickets go on sale?

5. Address "Exclusive Rights". The city does not want to limit itself by only hosting community 'events'. There should not be any restrictions that suggests that the City cannot use its own venue to host 'concerts', as long as the event/concert does not conflict in dates or performances as scheduled by the Management Company.

6. The Stakeholders in our County are important. Developing long-term partnerships/relationships is the goal of the Council, not just relationships that bind us by contracts. Our Community and County partners are important to our city's current and future successes. We need to garner their support and to buy-in to the vision of our city. The Amphitheater is one way to leverage support. Piedmont Henry Hospital and Legacy Ford are stakeholders in our community, yet advertisements of vendors outside of our community and our County have been made a priority and are being advertised on the Amphitheater website.

Councilman Blount called for a Point of Order and noted the discussion is off and to stick with discussion GRA (Georgia Radio Alliance) contract.

Councilwoman Barber noted her motion was to discuss the Amphitheater management, not the contract.

Mayor Ford asked the City Clerk to confirm motion. The City Clerk confirmed the motion was to discuss Amphitheater management.

Councilwoman Gantt noted she was in the meeting with Councilwoman Barber and GRA and noted the same questions were posed by Councilwoman Barber and there was no need for her to respond to Councilwoman Barber's email; noted Attorney Berry replied to an email and went through all the questions for clarification to make sure these were the questions to ask GRA; and asked that the meeting content stick to the discussion of the, and if not to table or talk about the issues during executive session or another time.

Mayor Ford noted the Councilwoman Barber's questions have been submitted to the management company and they are waiting for responses, noting there is an unsigned contract regarding Pepsi.

Councilman Blount noted Councilwoman Barber's questions are valid concerns, but the Council must be careful and cautious on the discussion and how the city proceeds.

Councilwoman Barber continued as follows:

7. Janitorial services, security services, ambulance services, parking attendants, concert hosts are not specifically stated in the contract, nor does it indicate who will assume the costs or when/how these actions will take place.

***Janitorial Services should be conducted within 24-48 hours after each concert. This did not happen with the two shows in 2021.

***GRA told the Council that they would provide "T-shirt Security" officers as well as armed Security. No t-shirt officers were present for the two concerts in 2021.

***Ambulance Services should be dedicated to the concert(s); uninterrupted by other emergency calls and are available for the entire duration of the concert(s).

***City employees were used to perform many of the duties that GRA was contracted for (i.e., hostesses, parking attendants, clearing the greenroom of leftover trash, water bottles, soda cans, etc., PIO spent 95% of her workday posting on social media, all city staff were inundated with answering and responding to calls and emails regarding the upcoming concerts and complaints after the concerts.

8. Pepsi as a potential sponsor was already in discussions with the City for a long-term partnership long before approving a Management Contract. No contract should be signed by GRA on behalf of the City. Any contract with Pepsi should be made directly with the City so that all revenues are to be retained by the City.

Mayor Ford inquired with the other members of Council to allow Councilwoman Barber to continue.

Mayor Pro Tem Thomas advised Councilwoman Barber to make a motion to include her concerns, and he would second the motion.

Councilwoman Barber stated her motion to discuss the management of the Amphitheater stands and continued as follows:

9. In reviewing the financial statements, does GRA believe the revenue splits are fair? Re-negotiations are warranted.

10. GRA agreed to add an employment link to the Stockbridge Amphitheater website. That did not happen. There was no ability for community members to apply for paid positions nor to volunteer. As of today, there is still no link for employment/volunteer opportunities. We want to allow community members the opportunity to enjoy and participate in the venue that their tax dollars paid for. Some community members are willing to volunteer their time, talents, and efforts in exchange for an opportunity to witness some parts of a concert for free.

11. GRA agreed to provide the actual documentation obtained from the Stockbridge Amphitheater website of feedback/comments that were submitted by the General public. The city has not received the feedback/comments as agreed.

12. The City's Event staff should be attempting to attract, and book shows for 2023 and beyond right now.

13. I support tasking staff to begin the process of preparing a solicitation (RFQ/RFP) for Amphitheater Management Services. There is no reason to delay this action. Proper notice from Council allows staff adequate time for research, advertising, proposal evaluations and ultimately a decision to award a new contract. I suggest that we post the solicitation as soon as possible.

14. The new proposed seating chart depicts 11 tables in the 'pit area'. How does this new proposed seating arrangement address the concerns that were raised with regards to the obstruction of view of the two tables that are positioned at the farthest ends of both sides of the stage? The speakers/equipment that were positioned at both ends of the stage blocked the view of the performances from ticketholders who bought seats at those specific tables. Attached are an illustration of the tables.

Councilwoman Barber noted all her questions were sent to the Mayor, Councilmates, City Attorneys and City Manager, and noted her questions have yet to be answered.

Councilwoman Gantt noted she is the one who wanted to know what the revenues were with Toast POS (Point of Sale).

Councilman Blount noted one of his concerns with the managing of the Amphitheater is how they tend to influx the grassy area with chairs which is one of the focal points of the Amphitheater; and one of the biggest complaints from patrons was the chairs that were brought into that area and how congested the area was.

Councilman Alexander noted Council should not micro-manage the management company and noted it's about the revenues being brought in and asked the city's Treasurer about payments received from GRA.

Mr. Wiggins noted there was a payment received but was used to pay the deposits on acts.

Mayor Pro Tem Thomas noted the city is relying on someone to give a general breakdown which is not good management and wanted to know how to resolve the issues at hand; and also noted there should be answers to Councilwoman Barber's list of questions before the first concert in April.

Councilwoman Gantt noted she shares the same concerns as Councilwoman Barber, and believes the conversation is more appropriate at the upcoming retreat.

Councilman Blount noted he recommended Council hire a consultant to who will relay information and speak directly to the City Manager.

Councilwoman Barber noted she sent several emails last year to Mayor Ford as the Acting City Manager and they were disregarded.

Mayor Ford noted he made executive decisions during that time.

Attorney Berry stated for the record “he never once participated in negotiations with the former City Manager and any sponsor and was not a part of discussions and would respectfully ask that it is not stated again”.

Attorney Berry also stated for the record that “he was not included in the discussions but was aware of a discussion of an event and that is it; the record needs to be clear, and request is it not stated again”.

Councilman Blount motioned to hire a consultant for the management of the Amphitheater: Second by Mayor Pro Tem Thomas. The motion was withdrawn.

Councilman Alexander motioned to task the City Manager to put mechanism in place for the proper management of the Amphitheater: Second by Councilwoman Gantt. The motion passed 5-0.

25. Council Consideration to approve the Hwy. 138 CID (Community Improvement District) Feasibility Study in the amount of \$38,150.00. Presented by Alan Peterson, Economic Development Director, and Nicole Hall of Nicleworks.

Mr. Peterson noted there have been discussions of putting together a CID along the 138 corridor and in recent weeks has decided to do a joint CID with the County who will vote on February 15, 2022, and the city would like to move at the same pace as the County.

Mr. Peterson noted there are five tasks that include:

1. Task 1- Strategic Plan- will have staff and council put a project plan and propose the CID
2. Task 2- Property Owner Research- will work with Nicole Hall of Nicleworks on putting a comprehensive list of property owners together; there are 80 parcels in the CID area, but only 70 are eligible
3. Task 3- Marketing Materials and GIS Mapping- an online interactive map will be available and easier for the public to use
4. Task 4- Property Owner Research & Stakeholder Meetings- Consent forms will be formulated for owners willing to sign
5. Task 5- Final Report Compilation & Presentation- The final feasibility study report will be prepared and ready

Mr. Peterson noted, if started by March, everything should be completed by August 22, 2022 with the County being on a similar calendar; noted Clayton County has already started and will finish beforehand; and noted the city's portion would not exceed \$38,150.00 which is in the Economic Development budget and noted the cost to the city would be for the feasibility study.

Councilman Alexander noted this is the greatest opportunity to make an impact on HWY 138.

Councilman Alexander motioned to approve the Hwy. 138 CID (Community Improvement District) Feasibility Study in the amount of \$38,150.00: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford wished everyone a Happy Valentine's Day and to share love with your loved ones; congratulated Matthew Stafford, and Matt MacVay of the Los Angeles Rams (formerly St. Louis Rams) on their Super Bowl win; noted we are still in a pandemic with new cases on the decline which is a hopeful sign; noted the Department of Health is administering Free COVID tests and to call 470-661-0005 to schedule testing; and not the Department of Health is administering the Pfizer and Moderna vaccinations at Red Hawk Field located at 143 Patrick Henry Pkwy. Monday – Friday, 9am – 3pm; and the City of Stockbridge has Free COVID Testing and vaccinations with information to follow in the announcements.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meetings 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.

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Feb 15)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Feb 15)
- City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Feb 22)
- Planning Commission Meeting, 4th Thursday of each month at 6:30 p.m. Via Zoom – (Feb 24)
- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Mar 9)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Mar 11)

UPCOMING CITY EVENTS/INITIATIVES

- FREE DRIVE-UP COVID TESTING AND VACCINATIONS – Masks are Required
Location: Stockbridge Amphitheater 4650 N. Henry Blvd.
- FREE DRIVE-UP TESTING - Tuesday, February 15th 11:00 a.m. – 1:00 p.m. while supplies lasts.

- FREE DRIVE-UP VACCINATIONS will be administered Saturday, March 5th, March 12th and March 19th from 11:00 a.m. – 1:00 p.m.
- *A Continuous Salute to Veterans*: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service!
- Please join Councilman Alexander for a virtual Community Update Town Hall, Thursday, February 24, 2022, at 7:00 p.m. Discussion Topics: City Services, Police Department, Downtown Stockbridge, Beautification, Bridges at Jodeco and Community Service Recognitions. The Town Hall will broadcast Live on the city's Facebook page.
- Please join Mayor Pro Tem Thomas for the 11th Annual African American Heritage Celebration to be presented virtually, Saturday, February 26, 2022, at 4:00 p.m. The Honorable Pastor T. J. McBride of Tabernacle of Praise will be the Keynote Speaker. The program will broadcast Live on the city's Facebook page.
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, February 28, 2022, from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.
- Please join Councilman Alexander for the 7th Annual Women's History Month Awards, Sunday, March 6, 2022, at 3:00 p.m. at the Eagles Landing Country Club and will require masks and vaccinations. The program will broadcast Live on the city's Facebook page.

Motion to adjourn the meeting made by Councilwoman Gantt; Second by Councilman Alexander. The motion Passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, FEBRUARY 22, 2022 6:00 P.M.

Mayor & City Council

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

Administration

Frederick Gardiner, 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.

The meeting was called to order by Mayor Ford.

Invocation by Councilwoman Gantt.

The Pledge of Allegiance was recited in unison by all in attendance.

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

Councilwoman Barber motioned to amend the Agenda: to add an Agenda Item to task staff to seek clarity and ambiguity in the contract to include what the actual validity period of this one year contract is noting the 1st page suggests only an execution date of August 1, 2021, but it does not include the end date; noting page 3 under Management Fee says the City is obligated to pay \$90,000 per year, but the language suggests the City will pay a Management Fee of \$7,500 per month beginning August 1, 2021 through December 31, 2022 which would be 17 months and \$127,000.00: Second by Mayor Pro Tem Thomas. The motion failed 2-3 (Alexander, Blount, Gantt opposed).

Councilwoman Barber motioned to amend the agenda to add an Agenda Item to task staff to explore and research the benefits of sponsorship opportunities and what that would look like for the city: Second by Mayor Pro Tem Thomas. The motion failed 2-2-1 (Alexander, Blount Opposed), (Gantt opposed) (Mayor Ford voted in opposition).

Councilwoman Barber motioned to amend the agenda to add an Agenda Item to task staff to present their recommendation to the Council to award a news Vendor Management Contract by the May 2022 Council meeting: There was no second. The motion failed.

Councilman Alexander motioned to adopt the Agenda: Second by Councilwoman Gantt. The motion passed 4-1 (Barber Opposed).

Review of the Minutes – No Action

1. Minutes for Special Called Meeting 1/4/2022
2. Minutes for Council Meeting 1/10/2022
3. Minutes for Work Session Meeting 1/25/2022

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.

Ms. Sunny Randazzo noted their ongoing requests for the Mayor & Council to mitigate the Amphitheater noise, offering suggestions along with a recommended vendor.

NEW BUSINESS

4. Council Consideration to approve the 2022 Media Outdoor Link Billboard Contract for Advertising Services in the amount of \$49,400.00 with (7) billboard locations.
Presented by Kim Jordan, Conference Center Manager
Ms. Jordan noted staff is seeking approval to secure digital billboards throughout Metro Atlanta's busy interstates and roads to advertise amphitheater concerts, all city events, programs, and Stockbridge in general. Ms. Jordan noted the city currently has a total of 3 Henry County visitor and tourism bureau billboards that are being used free of charge and would like to add a total of nine (9) additional billboards. Ms. Jordan also noted two (2) more billboards can be added for the same price with negotiating for prime interstate visibility outside of the City, Southern Crescent, Macon, North of Atlanta, regional commuters, transient travelers, and travelers along the east and west corridors. Ms. Jordan noted there will be a total of 12 billboards, the three from the tourism bureau and the 9 purchased for a year to make an estimated weekly impression for a total of over one million impressions.

Councilman Alexander asked if this with the current vendor.

Ms. Jordan confirmed the request is with the current vendor. Link Media Outdoor.

Councilman Alexander asked if the advertising would be city only or a variety of other advertisements as well.

Mr. Econuel Ingram, Conference Center Coordinator noted the Tourism billboards are strictly for the city for a period with a 3-month interval during the year; and the Media Link Outdoor digital billboards will have a variety of advertisements.

Councilman Alexander expressed his concern with the Tourism boards and how the CVB (Convention and Visitors Bureau) decides what is being advertised and highlighted for the city and prefers the city have its own separate marketing organization or tool that will only display the city information.

Councilwoman Barber asked how much was spent on billboards in 2021.

Ms. Johnson noted the city paid \$42,000 for billboard advertising in 2021.

Mayor Pro Tem Thomas noted he agrees with Councilman Alexander and would like to see consistent messaging and advertising for the city every month.

Mr. Ingraham noted the digital boards will display the city's content with 10 second intervals 24 hours a day.

Ms. Jordan explained the digital billboards are located all around the metro area and will reach out and target a great number of different travelers.

Councilwoman Gantt noted she agrees with councilmember comments and want the CVB discussed at the retreat.

Mr. Gardiner noted for clarification, the CVB Tourism billboards are not free, they are paid for by hotel/motel taxes.

Ms. Jordan referenced amended documents that include two billboard companies, Link Media Outdoor and Lamar, for a total of (9) billboards, same total amount.

Councilman Blount motioned to approve an amended total of (9) billboard locations in the amount of \$49,400.00: Second by Councilwoman Gantt. The motion passed 5-0.

5. Council Consideration to approve the Public Works Department request to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping). The FY2021 contract amount with CGL was \$210,000.00. The staff is requesting the additional increase of \$90,000.00 to maintain the rights-of-way that were turned over to the City from Henry County in the Service Delivery Strategy (SDS). Presented by Decius Aaron, Public Works Director
Mr. Aaron noted staff is seeking a request for the annual contract with CGI Facilities Management, LLC. Be amended to be congruent with what was approved in the FY2022 budget; noted over the last year and with conversations with Henry County, some roads and rights-of-way were turned over to the City in the latest Service Delivery Strategy (SDS) Update with one of the roads being Campground Rd.; noted the County had

previously mowing the road and the city received a call from the County giving the City notice they were about to re-bid their annual lawn maintenance account and would no longer mow that section inside the city limits of Stockbridge along with Mount Zion Rd. and other roads; and noted any road maintained by the County going through the city limits would no longer be maintained and will become the city's responsibility.

Mr. Aaron noted staff analyzed the additional cost and maintenance did some planning on Campground Rd and East Lake which came out of the right-of-way maintenance account. Mr. Aaron stated staff wants to make sure resources are available to maintain the right-of-way the condition Council would like to see by trying to find additional staff with interviews set up and job fairs lined up.

Councilman Alexander inquired which right-of-way areas are covered under the contract.

Mr. Aaron noted it covers: Flippen Rd., Walt Stephens Rd., Hwy 138, East Atlanta Rd., Davidson Pkwy, Rock Quarry Rd., and Old Atlanta Rd.

Councilwoman Barber asked what services are being provided by CGL Landscaping and Yellowstone Landscaping.

Mr. Aaron noted CGL maintains the city's rights-of-way throughout the city and Yellowstone maintains and landscapes city buildings.

Councilwoman Barber made a request for mid-year budget reviews.

Councilman Alexander motioned to approve the Public Works Department request to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping): Second by Councilwoman Gantt. The motion passed 5-0.

6. Council Consideration to approve the Public Works Department request to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the 2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-522321 (Facility Cleaning City Hall). The FY2021 contract amount with ICS was \$89,280.00. Staff is requesting an increase of \$28,000.00 to cover the Day Porter cleaning and the new Public Works Building.
Presented by Decius Aaron, Public Works Director

Mr. Aaron noted staff has been concerned about Covid cleaning throughout the buildings, and the previous City Manager requested additional day porter services to address Covid cleaning; noted ICS, Inc. added the day porter services to all city buildings except for the new Public Works building which had not received its Certificate of Occupancy at that time. Staff is seeking to amend the contract to add the additional day porter services.

Councilwoman Barber asked if the original Public Works building is still being used by staff and serviced by the cleaning company.

Mr. Aaron confirmed, noting the maintenance staff occupies the building.

Councilwoman Gantt motioned to approve the Public Works Department request to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00: Second by Councilman Blount the motion passed 4-0-1 (Barber Abstained).

7. Council Consideration to approve the Public Works Department request to increase the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services to an annual amount of \$255,000.00 as approved in the FY2022 Stormwater budget. This is a \$50,000.00 increase over the FY2021 budget. The account number is 510-42500-542515 (Stormwater Repair). Staff has noticed a substantial increase in materials and related costs due to COVID and wanted to ensure sufficient funding was available for stormwater repair projects. Staff is also proposing to engage in more stormwater repairs in FY2022 to comply with its MS4 Permit. Presented by Decius Aaron, Public Works Director
Mr. Aaron noted last year there was a budgeted amount of \$200,000 for Stormwater projects in which two projects were completed. Mr. Aaron noted the first major project was Hudson Bridge Dr. for over \$129,000 and the second project dealt with stormwater issues on Turning point for \$73,000. Mr. Aaron also noted the goods and services have gone up due to Covid and would like to be pro-active and have funding available if there are any issues.

Councilman Blount inquired if the contract was renewable and if so when is the renewal date.

Mr. Aaron noted the contract is renewable with a 5-year max with the renewal date being April 12, 2022.

Councilman Blount asked why there would be an increase if the renewal date is in two (2) months and noted staff could wait so it could be the renewal amount.

Mr. Aaron noted staff is trying to receive a purchase order and they will not be issued a purchase order without the Council's approval of the requested amount; however, if the Council chooses not to approve, the purchase order will end at that moment.

Councilwoman Barber expressed her concerns with the contract expiring in two months and noted this is a reason why she has requested mid-year budget reviews and asked the City Manager to share his thoughts on the matter.

Mr. Gardiner noted he is unclear about the request, noting funding in the Stormwater budget and recommends the item to be tabled for further clarification.

Councilman Blount suggested the proposed increase and renewal take place at the same time.

Councilman Alexander inquired about repairs to the Stormwater Pond located on the Amphitheater grounds.

Mr. Aaron noted there will be a meeting with H.J. Russell and TSW to discuss the situation.

Mayor Pro Tem Thomas motioned to deny and immediately re-bid the on-call water/sewer repair services: Second by Councilwoman Barber. No vote was called.

Mayor Pro Tem Thomas restated the motion to deny and re-bid the on-call water/sewer repair services: No Second Called

Councilman Blount motioned to Table the item: Second by Councilman Alexander. The motion passed 4-1 (Thomas Opposed).

8. Council Consideration to approve the Public Works Department to request a budget adjustment for annual landscaping services for Government Buildings in the amount of \$300,000.00 and Amphitheater in the amount of 475,000.00. The Public Works Department is also requesting Council approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an annual amount of \$375,000.00, the FY2021 contract amount is currently \$300,000.00. The increase includes the addition of the Amphitheater The account number is 100-15650-522219 (Landscaping) and 565-618-522219 (Landscaping)

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted this request is to amend the contract to include the Amphitheater, which was previously budgeted for \$70,000, but is estimated to cost \$75,000 for landscape maintenance.

Councilman Blount expressed his concerns with how the contract was first awarded for \$250,000 with an increase of \$50,000 recently amended and approved by the Council was supposed to be for the new Public Works Administration building and Amphitheater; and asked why staff would come back asking for more money for the same scope of work.

Mr. Aaron stated the increase was done towards the last quarter of the year and included the Amphitheater and new Public Works Administration building for the remainder of the year; and mentioned this would be for a full year.

Councilman Blount noted there was a debacle at the December 13, 2021, meeting on the price of the contract and if it was \$300,00 or \$400,00 which was concern.; and noted that it does not make sense to give a company \$50,000 for 2 weeks and then turn around and give them \$75,000 for a year.

Mayor Pro Tem Thomas noted at the September 28, 2021, meeting, the new Public Works Administration facility was already included in the scope of work; and noted the requested contract amount of \$400,000 was stated to be a typo and asked why the city is being asked to pay for the already approved scope of work.

Councilwoman Barber asked who is currently maintaining the landscaping for the Amphitheater.

Mr. Aaron noted Yellowstone Landscaping, LLC. Is currently maintaining the landscaping for the Amphitheater, and noted the price is based on the number of visits per week to each facility during the growing season and non-growing seasons.

Councilwoman Gantt asked how much was spent out of the budget.

Mr. Wiggins noted he would have to review the information and follow up with those numbers.

Councilwoman Barber motioned to Table and to allow staff to review the contract and financials: Second by Councilwoman Gantt. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted that we are still in a pandemic, and unfortunately there appears to be another wave on the way; noted has come hospitalization numbers have come down; noted free COVID testing is available Monday, Wednesday, and Friday from 9am – 3pm at Red Hawk Field in McDonough, and at the Department of Health on Henry Parkway from 9am – 11:30 am on a walk-in basis, and vaccinations Monday – Friday from 1:00 – 2:30 p.m. by calling 470-661-0005 for an appointment; and noted the City's COVID Testing and Vaccinations Campaign and been canceled and staff will explain why.

Ms. Jordan noted she evaluated the traffic with sixteen tests issued the first day, twenty tests issued the second day, and six tests issued the third day and due to the sparse numbers decided to close the site unless the demand picks up.

Councilman Alexander noted the City Council approved testing and vaccinations, and staff did not have the authority to shut down the campaign, noting getting the word out was the issue.

Ms. Jordan referenced the County's shutdown of locations and monitored their activities; noted At-Home testing that is now available along with vaccines being available at pharmacies as being factors into the decision to shut down the site.

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- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Mar 9)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Mar 11)
- City Council Meeting, Second Monday of each month – Via Zoom (Mar 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Mar 15)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Mar 15)
- Planning Commission Meeting, 4th Thursday at 6:30 p.m. Via Zoom – (Feb 24)
- City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Mar 29)

UPCOMING CITY EVENTS/INITIATIVES

- *A Continuous Salute to Veterans:* Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service!
- Join Councilman Alexander for a virtual Community Update Town Hall, Thursday, February 24, 2022, at 7:00 p.m. The Town Hall will broadcast Live on the city's Facebook page.
- Join Mayor Pro Tem Thomas for the 11th Annual African American Heritage Celebration, Saturday, February 26th at 4:00 p.m. The program will broadcast Live on the city's Facebook page.
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, February 28, 2022 from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.

- Join Councilman Alexander for the 7th Annual Women's History Month Celebration, Sunday, March 6th at 3:00 p.m. The program will broadcast Live on the city's Facebook page.

Mayor Pro Tem Thomas encouraged everyone to watch the Virtual African American History Celebration and to watch for the Promo Code to receive a commemorative Black History T-Shirt.

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

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor

ITEM #5

HENRY COUNTY CHAMBER OF COMMERCE/CONVENTION & VISITORS BUREAU (CVB) ANNUAL HOTEL MOTEL TAX REPORT FY2021

PRESENTED BY LAURA LUKER,
DIRECTOR OF TOURISM AND
JOSEPH HENNING, PRESIDENT

REPORT TO FOLLOW



VARIANCE EVALUATION REPORT
VARIANCE FOR PROPERTY AT 727 BETHPAGE DRIVE

City of Stockbridge Planning and Zoning Division
Community Development Department

Linda M. Logan, Senior Planner
April 11, 2022

CASE FACTS

Applicant:	Nitesh Patel.
Agent:	Faizal Supariwala.
Location:	727 Bethpage Drive. Comprises Lot 14 of Block W within Unit XI of the Eagle's Landing Subdivision.
Parcel ID:	051F01220000.
Lot Size/Acres:	23,429 square feet / 0.54 acres, according to the applicant's submitted survey of the property.
Request:	Variance to reduce the rear yard setback from the required 75 feet to 50 feet. The approved plat for Eagle's Landing Subdivision, Unit XI, requires golf course-abutting lots, including the subject property, to have rear yard setbacks of 75 feet.
Proposed Use:	Construction of a new single-family detached home, including an attached three-car garage and an attached golf cart garage.
Existing Land Uses:	Vacant land.
Zoning:	Zoned 'PD' (Planned Development) as part of the Eagle's Landing Subdivision, Unit XI.
Road Access:	Bethpage Drive.
Application Received:	February 7, 2022.
Sign Posted:	March 1, 2022.

Planning Commission**Meeting:** March 24, 2022.**Council Meeting:** April 11, 2022.**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 REQUEST

The applicant proposes to construct a new single-family detached home on the subject property. The submitted site plan indicates that the total heated area of the residence would be 8,915 square feet, with a front yard setback of 55.2 feet from Bethpage Drive. To the rear, the setbacks would vary from 51.0 to 52.5 feet. More than half of this distance would be for a "tree preserve area."

To deviate from the required 75-foot rear yard setback for a golf course-abutting lot, the applicant has filed a variance application to request that the rear yard setback be reduced to 50 feet, which would be a reduction of 25 feet. Per Section 12.11.022(5) of the Stockbridge Zoning Code (the October 26, 2021 version), such a request is a legitimate reason for an applicant to apply for a variance.

Although the agent for the applicant stated that the applicant is requesting a variance for a reduction in the rear yard setback to allow him to build a large home on the property and to improve the aesthetics of the front yard, the applicant submitted a revised letter on March 16, 2022, which stated that the variance was needed in order to comply with the garage policy of the Eagles Landing Property Owner's Association (ELPOA). Page 32 of ELPOA's Rules and Regulations (dated May 2021) state that homes must have attached garages for at least two cars, and that they may not face the street. Rather, all garages must face either the side lot line or the rear lot line. Golf cart garages are also allowed. The applicant's letter states that by providing side-entry garages to meet the ELPOA's requirements, the footprint of the house will not fit on the lot without encroaching into the required setbacks. The agent further said that having a rear entry would cause difficulties in the turning radii of the driveway.

Accordingly, the applicant's site plan shows a side-entry garage attached to the front of the proposed home. This would be a three-car garage with a depth of 30 feet. A golf cart garage would also be attached, with a depth of 12'8". Together, the two garages would account for 42'8" of the total depth of 88.5 feet on the eastern side of the house, excluding a bay window. The agent stated that no consideration was given to placing the garages at the rear of the

home because a) the turning radii of the driveway at the rear of the property would be difficult, and b) little room would be left for a usable back yard.

The applicant would prefer to be granted the requested variance for a rear-yard setback reduction of 25 feet (from 75 feet to 50 feet). However, following discussion with the staff, the applicant submitted a revised letter, dated March 16, 2022, in which he stated that he would also agree to having a rear-yard setback reduction of only 10 feet (with a reduction from 75 feet to 65 feet), in order to move the house forward to the front yard setback line (which is 40 feet).

As part of his variance application, the applicant submitted a letter of approval from the ELPOA's Architecture Review Board, dated December 10, 2021. More recently, the applicant obtained a revised approval letter from the ELPOA Architecture Review Board, dated March 11, 2022, which specifically stated its approval of the applicant's variance request to reduce the rear yard setback at 727 Bethpage Drive from 75 feet to 50 feet.

EXISTING CONDITIONS

A. Property Location. Per the attached "Aerial Photo of Site Vicinity", the subject property is located on the north side of Bethpage Drive, about midway between Champions Drive to the west and Cog Hill to the northeast. Bethpage Drive forms a boundary between the Stockbridge City Limits and Henry County, thus the lots across the street are outside of the City.

B. Property Characteristics. The subject property is vacant, fairly level, and wooded. It is zoned 'PD' (Planned Development) and it is part of the Eagles Landing Subdivision, Unit. The recorded plat for Unit XI was dated 05/25/05. It allows for the construction of one single-family detached home on the property, with a rear yard setback of 75 feet since this is a golf course-abutting lot. The property is part of the Eagle's Landing Country Club, and one of the fairways and greens for the golf course lie to the rear of the property. No physical hindrance was observed in the front yard which might necessitate moving the home further back on the property.

C. Surrounding Land Use and Zoning. Table 1 below provides the land uses and zoning districts which surround the subject property.

TABLE 1:- SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Eagles Landing Golf Course, abutting the rears of properties on Cog Hill	PD (Eagle's Landing Subdivision)
Property to the South	Vacant lot, outside of the City	PD (Eagle's Landing Subdivision)
Property to the East	Vacant lot	PD (Eagle's Landing Subdivision)

Property to the West	Vacant lot	PD (Eagle's Landing Subdivision)
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No other houses on Bethpage Drive appear to have rear yard setbacks of 50 feet or less. On the aerial photograph of Bethpage Drive from the Henry County Tax Assessors' Office, the rear yard setbacks of five nearby lots on Bethpage Drive measure from approximately 62 feet to 94 feet, including two lots with swimming pools in their rear yards.

ZONING HISTORY

The agent for this variance application has stated that he previously applied for rear yard setback reductions for three other lots within the Eagle's Landing Subdivision. The addresses for those lots are 842 Cog Hill, 845 Cog Hill, and 306 Broadmoor Way. Cog Hill is the next street to the north, and Broadmoor Way lies to the north of Cog Hill.

Of these three properties, 306 Broadmoor Way, which is located outside of the City, was developed first, in 2016, according to the Henry County Tax Assessors' property records. An extra-large house was constructed on the property, which actually contains two lots. The house has a heated area of 14,292 square feet and an effective area of 15,542 square feet. On the aerial photograph, the house appears to have a rear yard setback of 52 feet, and it is more than double the size of any other house on Bethpage Drive, Cog Hill, or Broadmoor Way.

For 842 Cog Hill, an administrative waiver, rather than a variance, was granted by the City on July 13, 2021 for a reduction in the rear yard setback due to the presence of difficult topography on the property. A new home is currently under construction.

A variance application for 845 Cog Hill (VR-18-14-S) was filed with Henry County Planning and Zoning, whose Variance Evaluation Report recommended the denial of the requested variance since the application did not meet the required variance criteria. However, the City of Stockbridge prepared its own report, with a recommendation of Approval With Conditions after an approval letter was received from the Eagle's Landing Property Owners' Association (ELPOA). Subsequently, City Council approved the case on March 11, 2019, per Resolution #R19-1043. The property remains undeveloped, though.

At 244 Eagles Landing Way, City Council approved a variance via Case #VR-11-01-S (and Resolution #11-37) on February 4, 2011 to allow an accessory structure (a swimming pool) to encroach into the 50-foot golf course buffer by 20 feet (thereby leaving a rear yard setback of only 30 feet). However, this variance was granted eleven years ago, and it was for an accessory structure rather than for the principal structure (the home).

ANALYSIS OF REQUEST—CRITERIA FOR GRANTING A VARIANCE PER CHAPTER 12.11. OF THE STOCKBRIDGE ZONING CODE (from the October 26, 2021 Version)

12.11.023 Criteria to Be Considered for Deciding Variances. A variance may be granted only upon a finding by the mayor and council that all of the seven conditions that are listed below are met.

A. CRITERION #1--Extraordinary and exceptional circumstances pertaining to the particular piece of property in question exist due its size, shape, or topography that are not found on other properties in the same zoning district.

There are no extraordinary or exceptional conditions pertaining to the subject property due to its size, shape, or topography that are not applicable to other lands or structures in the Eagles Landing Subdivision. Although the property owner at 842 Cog Hill was allowed to reduce the rear yard setback, this was due to the presence of challenging topography, for which an administrative waiver, rather than a variance, was granted.

Although the subject property is of similar size to that of other lots on Bethpage Drive, all lots must meet the requirements of the ELPOA, and specifically its garage policy. Due to the widths of the lots, designing their site plans to allow for side-yard or rear-yard garage entries, while still meeting the rear yard setback requirements, may be challenging. The subject property has 120 feet of frontage on Bethpage Drive, according to the applicant's submitted land survey.

B. CRITERION #2--A literal interpretation of the provisions of this Zoning Code would deprive the applicant of rights commonly enjoyed by owners of other properties located in the same zoning district.

The provisions of this Chapter would not deprive the applicant of rights that are commonly enjoyed by owners of other properties within the Eagles Landing Subdivision. The applicant would be able to construct a single-family detached home on the subject property without the requested variance. However, the applicant may not be able to build a three-car garage or a golf cart garage, which other properties in the neighborhood may have, and which are allowed by the ELPOA.

C. CRITERION #3--Granting the variance requested will not confer upon the property owner any special privileges that are denied to other owners of property in the same zoning district.

Granting the originally-requested rear-yard setback variance of 50 feet rather than the required 75 feet would confer upon the property owner a special privilege compared to other property owners along Bethpage Drive. However, granting the revised request of a rear-yard setback variance of 65 feet would be more reasonable since another home on Bethpage Drive appears to have a rear yard setback of only 62 feet.

D. CRITERION #4--The variance will be consistent with the purposes and intent of this Zoning Code, will be compatible with uses on neighboring properties, and will serve the public welfare. The reduction of a property's rear yard setback is a legitimate reason for requesting a variance.

However, since all of the existing golf course-abutting houses on Bethpage Drive appear to have rear yard setbacks of much more than 50 feet, the original request to reduce the rear yard setback to only 50 feet would not be compatible with the neighboring properties, and

it may cause the rear yard view from neighboring properties to be obstructed. Further, no benefit to the public welfare is foreseeable if the original request for a variance were to be granted. But the revised variance request for a rear yard reduction to 65 feet would be more reasonable.

E. CRITERION #5--The extraordinary circumstances are not the result of actions of the applicant. The circumstances which have caused the applicant to seek the requested variance are partially the result of the applicant's proposed construction of a large home (with a three-car garage and a golf cart garage) on the property, as well as a need to comply with the ELPOA's restriction on the positioning of garages on the property, as was previously explained.

F. CRITERION #6--The variance is the minimum relief that will allow the legal use of the land, building or structure. The requested variance is not the minimum relief which the applicant needs in order to build a house of the proposed size, dimensions, and location on the subject property. The applicant could build a home according to his revised variance request, whereby the proposed home would be moved up to the front yard setback line, causing the rear yard setback to only need to be reduced to 65 feet rather than 50 feet. The requested rear yard setback reduction would therefore be only 10 feet rather than 25 feet.

G. CRITERION #7--The variance is not a request to permit a use of land, buildings or structures that is prohibited in the same zoning district. The requested variance would not permit a type of use of land, buildings, or structures that is prohibited in the Eagle's Landing Subdivision. A variance is not required to allow for the construction of a single-family detached home on the property. However, since the subject property is located within a country club community having a golf course, it is reasonable to expect large homes to be built there, including three-car garages. Further, since this lot abuts a golf course, it is reasonable to expect that homes might include golf cart garages, which are expressly allowed by the ELPOA's Building Guidelines.

CONCLUSIONS

1. The applicant has demonstrated that a variance is needed in order to meet the requirements of the ELPOA's Rules and Regulations, which prohibit attached garages from facing the street. This necessitates that garages have their entrances from the side or rear of a home. Although a rear-entry garage might be possible, this would require a longer driveway, which a) may cause a turning radius difficulty; b) would result in a greater impervious coverage on the property due to the longer driveway's extra pavement; and c) would leave little usable land area in the back yard of the property.
2. The applicant has agreed to a revised variance request, with a rear yard setback reduction from 75 feet to 65 feet rather than 50 feet. In view of the other rear yard setbacks along Bethpage Drive, this seems reasonable and would be more compatible with the neighboring properties.

RECOMMENDATIONS

1. The Planning and Zoning Staff recommends the **DENIAL** of the applicant's original request for a variance to reduce the rear yard setback from 75 feet to 50 feet.
2. The Planning and Zoning Staff recommends **APPROVAL WITH CONDITIONS of a variance to reduce the rear yard setback to 65 feet.** provided that the following four **Zoning Conditions** are met:
 - a. The property shall be developed only in accordance with a **revised site plan**, which is similar to the submitted one (which was prepared by Sibley-Miller Surveying & Planning, Inc. on 10/29/21 as Job No. L2021147, and which was received on February 7, 2022), which shows that the rear yard setback will be no greater than 65 feet. Said site plan may be conceptual only and it must meet or exceed the requirements of the current Zoning Code and these conditions prior to the approval of a Land Disturbance Permit. If these recommended Zoning Conditions cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to applying for a land disturbance permit. Unless it is otherwise noted herein, compliance with all conditions shall in in place prior to the issuance of the first Certificate of Occupancy.
 - b. The rear yard setback shall be no less than 65 feet, which shall be measured from the rear yard property line to the nearest point of the proposed home (the principal structure).
 - c. The property shall be developed in accordance with all other specifications of the Eagles Landing Property Owners Association (ELPOA).
 - d. The property shall be developed in accordance with all other specifications of the approved plat for the Eagle's Landing Subdivision, Unit XI.

**City of Stockbridge Planning and Zoning Staff
RECOMMENDATIONS:**

1. **DENIAL of the original variance request to reduce the rear yard setback to 50 feet.**
 2. **APPROVAL WITH CONDITIONS of a variance to reduce the rear yard setback to 65 feet.**
-

City of Stockbridge Planning Commission
RECOMMENDATION:

APPROVAL of the original variance request. thus no action was needed on the revised request.

City of Stockbridge Mayor and Council:
ACTION:

ATTACHMENTS:

1. Aerial Photo of Subject Property
2. Aerial Photo of Neighbors' Homes
3. Aerial Photo of Site Vicinity
4. Applicant's Revised Letter 3-16-22
5. Artist's Rendering of Proposed Home
6. ELPOA Approval Letter from 12-10-21
7. ELPOA Approval Letter from 3-11-22
8. ELPOA Garage Policy
9. Posted Zoning Sign—View from the West
10. Posted Zoning Sign—View from the East
11. Preliminary Site Plan (in green)
12. Subdivision Plat—Eagle's Landing, Unit XI
13. Survey of the Property
14. Water Authority Letter

/LML



Overview



Legend

USA Major Highways

- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Pedestrian Way
- County Outlines

Parcel ID	051F01220000	Class	R	Owner	PATEL NITESH	Land						
Property	727 BETHPAGE	Acreage	n/a	Address	215 EAGLES LANDING	Value:	\$175,500					
Address	DR						Building					
District	City/Stockbridge						Value:	\$0	Last 2 Sales			
							Misc		Date	Price	Reason	Qual
							Value:	\$0	9/24/2018	\$165,000	n/a	Q
							Total		7/19/2016	\$145,000	n/a	Q
							Value:	\$175,500				

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

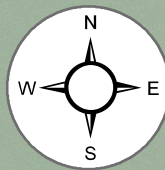
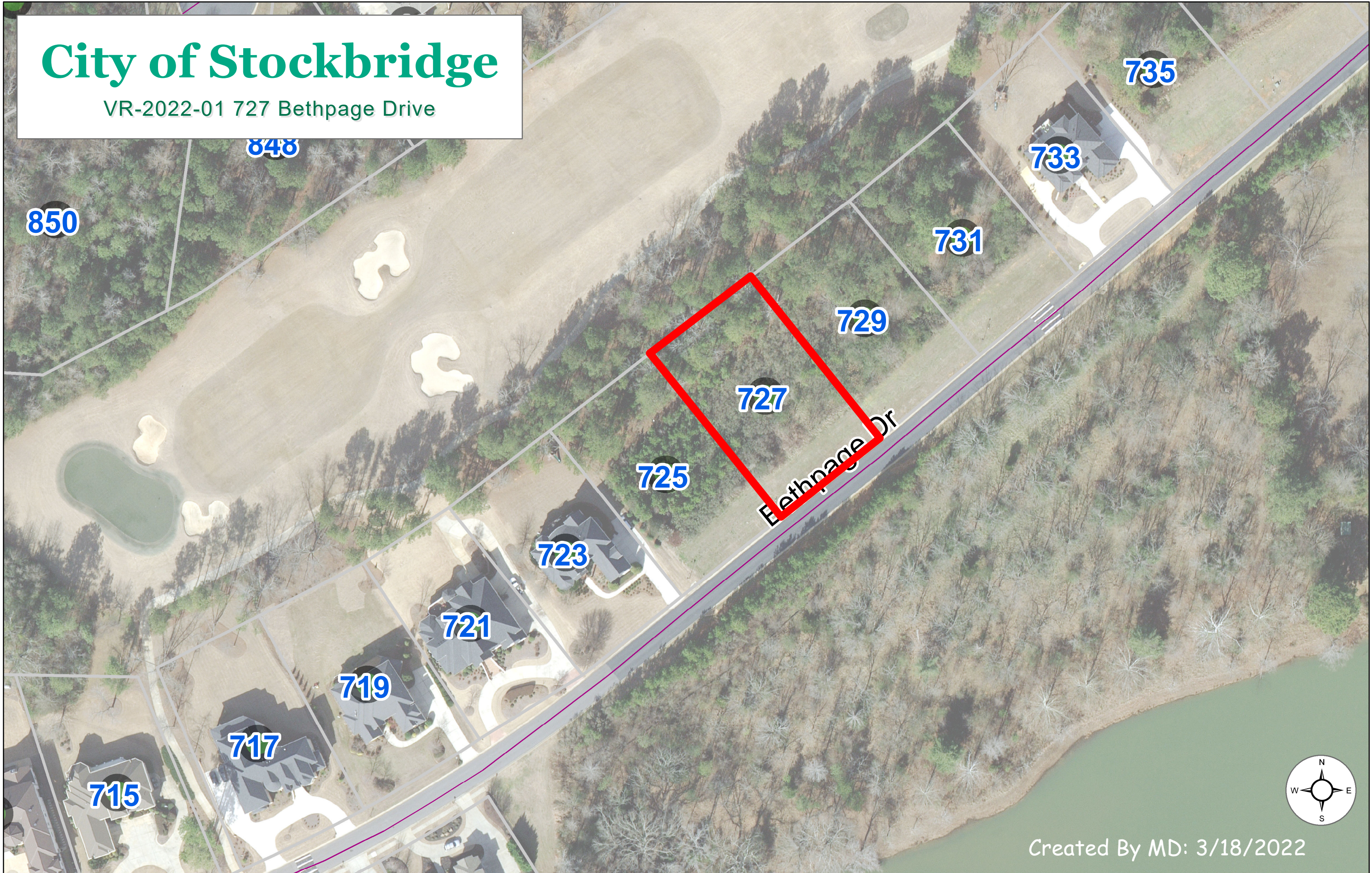
Date created: 2/4/2022

Last Data Uploaded: 2/4/2022 2:51:56 AM

Developed by  **Schneider**
GEOSPATIAL

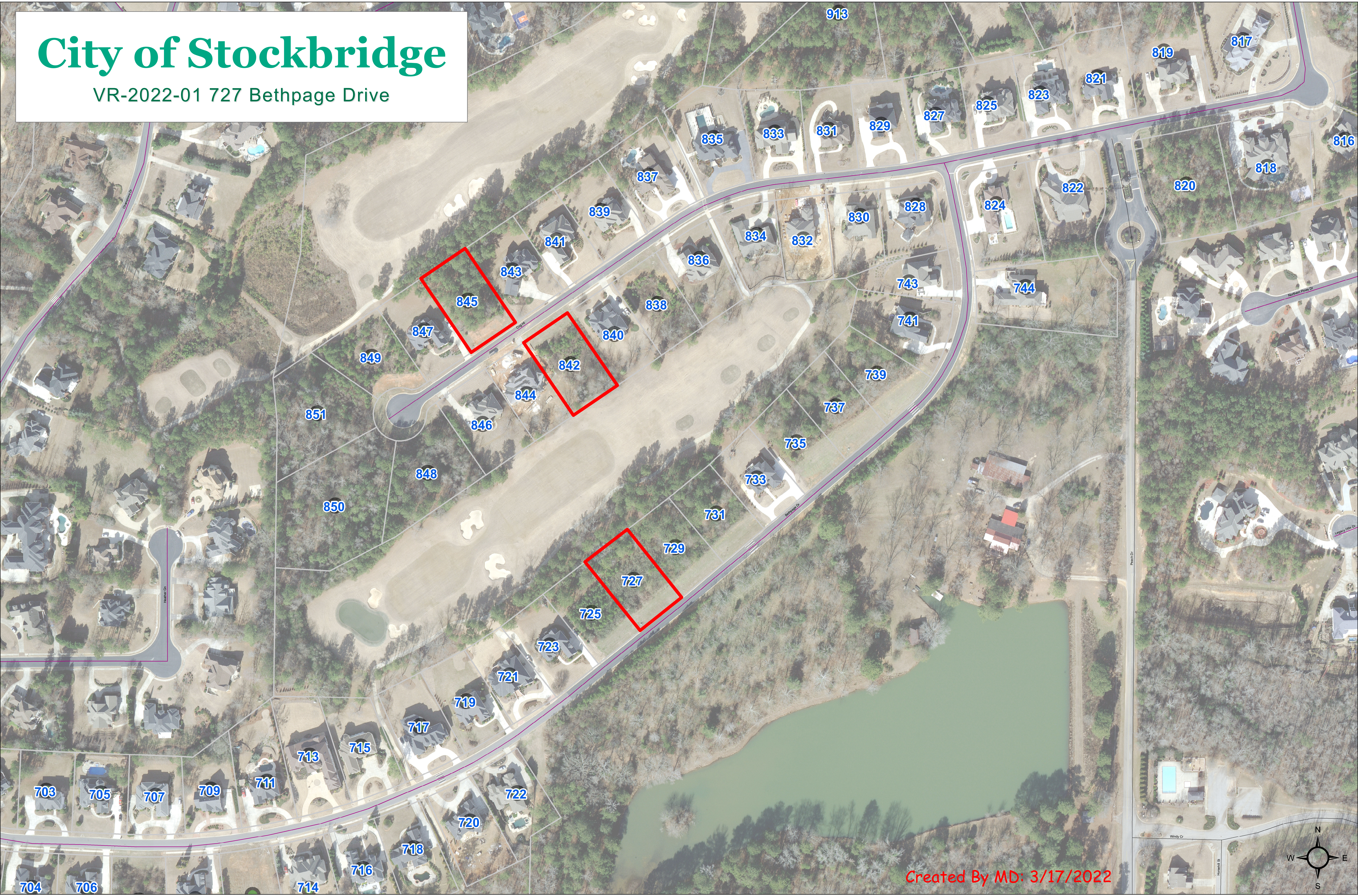
City of Stockbridge

VR-2022-01 727 Bethpage Drive



City of Stockbridge

VR-2022-01 727 Bethpage Drive



Created By MD: 3/17/2022

MARCH 16TH 2022

TO WHOM IT MAY CONCERN

SUBJECT: 727 BETHPAGE DRIVE SETBACK VARIANCE

My name is Nitesh Patel and I am the owner of 727 Bethpage drive, McDonough, GA 30253. I am planning to build our dream home on this lot in Eagles Landing Country Club. Majority of the lots in the subdivision lots have 50ft rear setbacks with the exception of some on golf course that has 75ft. My builder, Faizal Supariwala has build several homes in this neighborhood and was able to get a rear setback variance reduced to 50ft on number of properties in the neighborhood as long as you get Golf Club approval. We have the approvals from the golf course and from HOA of Eagles Landing, We have also provided the addresses where variances were obtained.

According to Eagles Landing HOA Building Guidelines (already submitted) we cannot have a front entry garage in the subdivision and that's why we had to build a side entry courtyard garage to fit on this lot. By doing this the house footprint will not fit within the setbacks in place. That's why we requesting a reduction in rear setbacks to 50ft.

However, if for any reason the Board is not able to reduce to 50ft we will be fine with a reduction to minimum of 65ft, this will allow us to fit the house with the current plans on to this lot.

I have spent thousands of dollars with engineers and architects and over 4 months of time. I have complied with everything the city P/Z department ask for. I hope the Board consider our simple request so that we can be on our way of getting this house build. Please don't hesitate to call me if you have any questions at 478-335-1427.

Sincerely

A handwritten signature in black ink, appearing to read 'Nitesh Patel', with a long horizontal line extending to the right.

Nitesh Patel



ARTIST REPRESENTATION ONLY
OF HOME AT COMPLETION:
BUILDING DESIGNER DOES NOT
CHOOSE INTERIOR NOR EXTERIOR COLORS



DATE PLANS ARE RELEASED FOR CONSTRUCTION:

Wanda Harvill Smith August, 2021

A NEW RESIDENCE FOR:
NITESH (Nick) and PRIA PATEL
BUILDING LOT LOCATION:
EAGLES LANDING SUBDIVISION
727 Bethpage Drive
Stockbridge, Georgia 30253

Point of Contact:
Nitesh(Nick) (478) 335-1427

SHEET INDEX

- A - 1 COVER SHEET
- A - 2 BASEMENT PLAN
- A - 3 MAIN FLOOR PLAN
- A - 4 SECOND FLOOR PLAN
- A - 5 FRONT-LEFT EXTERIOR ELEVATIONS
- A - 6 REAR-RIGHT EXTERIOR ELEVATIONS
- A - 7 ROOF ELEVATION
- A - 8 CROSS SECTION A-A
- A - 9 DETAILS AND NOTES
- E - 1 BASEMENT ELECTRICAL PLAN
- E - 2 MAIN FLOOR ELECTRICAL PLAN
- E - 3 SECOND FLOOR ELECTRICAL PLAN



HARVILL DESIGNS
PROFESSIONAL BUILDING DESIGNERS
WANDA HARVILL SMITH
PROFESSIONAL MEMBER, AIBD - GEORGIA SOCIETY AIBD
RESIDENTIAL ARCHITECTURE AND DESIGN
467 CLUETT ROAD
BYRON, GA. 31008
OFFICE: (478) 213-9925

DESIGNED FOR:

NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION	DATE:

THIS WORK IS DEDICATED
TO THE GLORY OF GOD,
OUR FATHER, THROUGH HIS SON,
JESUS CHRIST, THE LORD -
IS DONE BY HIS DESIGN
PSALM 127 : 1

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DRAWING TITLE:
COVER SHEET

SCALE: AS SHOWN
DATE PRINTED: 8/29/2021

A-1

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME FOR ALL GOVERNING CODES AND BUILDING PRACTICES. THESE DRAWINGS CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES; HOWEVER, STATE AND LOCAL CODES MAY VARY. THE DESIGNER, WANDA HARVILL SMITH, SHALL NOT BE HELD LIABLE FOR ANY ERRORS. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES. DO NOT SCALE DRAWINGS. USE ONLY THE PRINTED DIMENSIONS. VERIFY WITH THE WINDOW MANUFACTURER FOR ALL WINDOW SIZES AND APPLICABLE ERRORS. REQUIREMENTS. ALL DIMENSIONS ARE TAKEN FROM TO FINISH STUDIOS OF DIMENSIONS OF OTHER STUDIOS (2x4 STUDIOS, 3x4 STUDIOS, OR TO THE OUTSIDE OF WINDOW). CONTRACTOR SHALL VERIFY ALL MECHANICAL AND ELECTRICAL REQUIREMENTS AND CLEARANCES. CONTRACTOR SHALL VERIFY ALL FLOOR AND ROOF BEARING LOCATIONS. CONTRACTOR SHALL VERIFY ALL BEAM AND HEADER SIZES FOR CODE COMPLIANCE.

THERE MAY BE HARMFUL CONSTRUCTION BY PRODUCTS THAT MAY BE APPARENT DURING THE COURSE OF CONSTRUCTION. The user of this working drawing must wear the appropriate protective clothing, goggles and respirator device at all times. For information on such protective clothing, goggles and respirator devices, please see the most current OSHA Handbook for Construction.

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Eagle's Landing Property Owners Association Architecture Review Board

Eagle's Landing Property Owners Association
303 Corporate Center Dr STE 300A
Stockbridge, GA 30281

December 10, 2021

Nitesh Patel
215 Eagles Landing Way
McDonough, GA 30253

RE:727 Bethpage Drive LOT/ACCOUNT # W-14

Dear Nitesh Patel:
Thank you for submitting your plans for:

New construction

Upon further review of the plans and documents provided for the change or alteration to your property the Architecture Review Board has taken the following actions:

New construction is approved with Red lined revisions. Front elevation: Front steps brick. Railing to match wrought iron. All trim to remain if wall material is revised to stone. Architectural shingles. Left elevation: Rear step 8" minimum columns. Masonry cap shown on left elevation. Right elevation: Masonry wall cap. 8" minimum columns. Retaining walls(if required) finish to match house. Rear elevation: Wall accents to match front elevation. Window trim. Architectural shingles. Masonry wall cap. 8" minimum columns(typical). Set back variance approved by ELPOA ARB and the Golf Club.

All improvements(with the exception of new construction and additions required new foundations) must begin within One(1) year of the approval date and should not exceed 60 Days to complete. New construction should be consistent and not left partially finished. Improvements left in partially finished condition will be considered a violation. Please advise when your project will begin.

Construction sites shall remain clean and orderly.

Parking, please make your best effort to not park on the street.

Tree Removal: This document is needed for access to the community for any vendors performing tree removal services, or have equipment which could perform the act of removing trees. Please have your tree vendor present this letter to the front gate.

- *All Eagle's Landing Building Guidelines Rules and Regulations must be followed.*
- *All approvals are subject to County Codes, Covenants and Restrictions and other actions deemed reasonable.*
- *Please submit all outstanding and additional requests two weeks prior to beginning work on each phase of the project.*
- *Neither Association, Inc., the Association Board of Directors, Governing Committees, the Architectural Control Committee, nor their respective members, Secretary, successors, assigns, agents, representatives, or employees shall be liable for damages or otherwise to any requesting approval of any architectural alteration by reason of mistake in judgment, negligence or nonfeasance arising out of any action with respect to any submission.*
- *The Architectural Control Committee/Board is directed toward review and approval of site*

planning, appearance and aesthetics.

- *None of the foregoing assumes any responsibility regarding design or construction, including without limitation, the structural integrity, mechanical or electrical design, methods of construction or technical suitability of material.*
- *Upon receiving this approval form and/or commencing construction, you hereby release and agree not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.*
- *The decision above is for architecture control purposes only. The Board, Committee, or Agent is not responsible for the structure or any claim that may result do to improper construction.*
- *The committee is not responsible for reviewing any local, county, state or federal laws, guidelines or standards of construction.*
- *If the covenants for the community are stronger in restriction then what was submitted, the covenant may still be enforced after review of actual construction.*
- *All improvements, additions must comply with the maintenance standards of the community.*
- *If the addition or improvement is different then what was submitted , the item will be considered a violation until further review occurs.*

Sincerely,

Jaye Boggs
Community Association Manager

A handwritten signature in black ink, reading "Jaye Boggs". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Architecture Review Board
Eagles Landing Property Owners Association.
Questions please call Mike Reis: 770-389-6528 ext. 52902



Eagle's Landing Property Owners Association Architecture Review Board

Eagle's Landing Property Owners Association
303 Corporate Center Dr STE 300A
Stockbridge, GA 30281

March 11, 2022

Nitesh Patel
215 Eagles Landing Way
McDonough, GA 30253

RE:727 Bethpage Drive LOT/ACCOUNT # W-14

Dear Nitesh Patel:
Thank you for submitting your plans for:

Variance requested for

Upon further review of the plans and documents provided for the change or alteration to your property the Architecture Review Board has taken the following actions:

ELPOA ARB and Country club golf club approves the rear setback to be reduced from 75ft to 50ft. This is a normal request from homeowners and there has been several of such approvals done in the past

All improvements(with the exception of new construction and additions required new foundations) must begin within One(1) year of the approval date and should not exceed 60 Days to complete. New construction should be consistent and not left partially finished. Improvements left in partially finished condition will be considered a violation. Please advise when your project will begin.

***Construction sites shall remain clean and orderly.
Parking, please make your best effort to not park on the street.***

Tree Removal: This document is needed for access to the community for any vendors performing tree removal services, or have equipment which could perform the act of removing trees. Please have your tree vendor present this letter to the front gate.

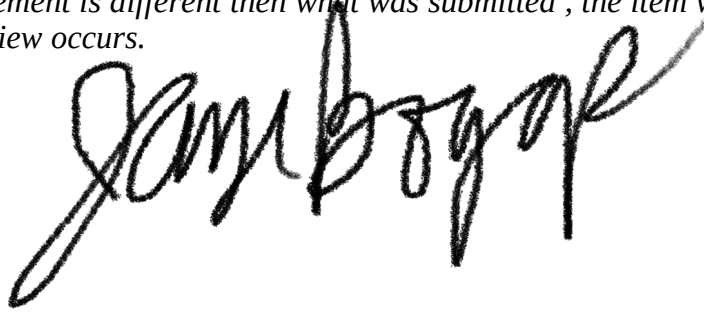
- *All Eagle's Landing Building Guidelines Rules and Regulations must be followed.*
- *All approvals are subject to County Codes, Covenants and Restrictions and other actions deemed reasonable.*
- *Please submit all outstanding and additional requests two weeks prior to beginning work on each phase of the project.*
- *Neither Association, Inc., the Association Board of Directors, Governing Committees, the Architectural Control Committee, nor their respective members, Secretary, successors, assigns, agents, representatives, or employees shall be liable for damages or otherwise to any requesting approval of any architectural alteration by reason of mistake in judgment, negligence or nonfeasance arising out of any action with respect to any submission.*
- *The Architectural Control Committee/Board is directed toward review and approval of site*

planning, appearance and aesthetics.

- *None of the foregoing assumes any responsibility regarding design or construction, including without limitation, the structural integrity, mechanical or electrical design, methods of construction or technical suitability of material.*
- *Upon receiving this approval form and/or commencing construction, you hereby release and agree not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.*
- *The decision above is for architecture control purposes only. The Board, Committee, or Agent is not responsible for the structure or any claim that may result do to improper construction.*
- *The committee is not responsible for reviewing any local, county, state or federal laws, guidelines or standards of construction.*
- *If the covenants for the community are stronger in restriction then what was submitted, the covenant may still be enforced after review of actual construction.*
- *All improvements, additions must comply with the maintenance standards of the community.*
- *If the addition or improvement is different then what was submitted , the item will be considered a violation until further review occurs.*

Sincerely,

Jaye Boggs
Community Association Manager

A large, stylized handwritten signature in black ink, appearing to read 'Jaye Boggs', is written over the typed name and title.

Architecture Review Board
Eagles Landing Property Owners Association.
Questions please call Mike Reis: 770-389-6528 ext. 52902



Eagles Landing Property Owners Association

Rules and Regulations

Revised May 2021



plans. It is the responsibility of each builder to determine if the plan they are submitting requires permission to be used.

H. Roof Plan: Roof pitch for the main portion of the roof must be a minimum of 8/12. A rectangular house with an unbroken roof line will not be approved; "Architectural" shingles with at least a twenty (20) year warranty rating are required unless another roofing material is specifically approved in writing by the ARB. Manufacturer and warranty rating must be shown on the architectural plans.

I. Garages: An attached garage for at least two (2) cars is required. All garage entrances must face either a side lot line or the rear lot line. In no case will the entrance be permitted to face the front property line. In addition, garages must be screened so that the view of the interior would be obscured from the front street or the golf course. Electric garage door openers are required. Golf cart garages must be screened as above.

J. Chimney Chase and Chimney Caps: All exterior chimneys must extend to ground level. Metal chimney shrouds are required, and must be painted black. Any other treatment may be specifically approved by the ARB. Roof stacks and plumbing vents shall be placed on the rear slopes of roofs and painted to match the roof.

K. Exterior Walls: Architectural elements, such as windows, louvers, or landscape elements such as screening evergreens must be incorporated into elevations that appear plain in keeping within architectural theme of the design. Materials on all elevations will be consistent, unless there is a structural reason for change. All walls and retaining walls are to be of the same material as the exterior of the house and must be capped.

L. First Floor Ceilings: These ceilings must be a minimum height of 9 feet.

M. Mailboxes: The ARB will designate a standard mailbox structure for all homes. Builders are expected to purchase and install the mailbox for every customer and include the cost of the mailbox in the purchase price of the home. Mail boxes will come complete with street numbers. No other style number will be allowed. For more information call Sentry Management at 770.389.6528.

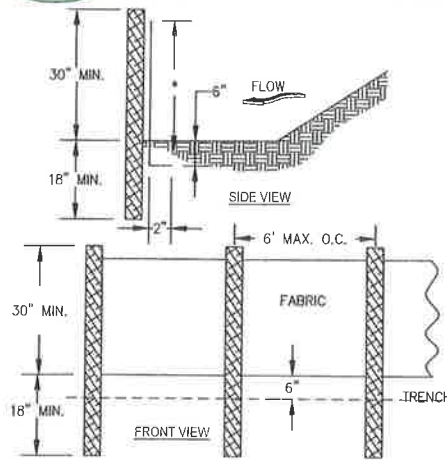
**POSTED ZONING SIGN FOR VR-2022-01:
VIEW FROM THE EAST**



**POSTED ZONING SIGN FOR VR-2022-01:
VIEW FROM THE EAST**

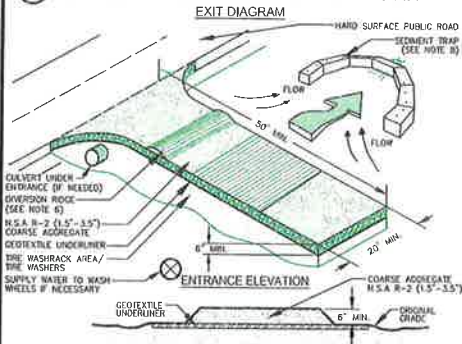


Sd1-NS SILT FENCE - TYPE NON-SENSITIVE



- NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL (ES & CP) PLAN.
 2. HEIGHT (*) TO BE SHOWN ON THE (ES & CP) PLAN.

Gc CRUSHED STONE CONSTRUCTION EXIT



- NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, CHASE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 6. A DIVERSION ROOF SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PADDED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (CHERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHBACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHBACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP PRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

ADMINISTRATION VARIANCE REQUEST

REQUESTING A 33% (25.0') ADMINISTRATIVE WAIVER FOR THE REAR SETBACK DUE TO SIZE OF STRUCTURE AND DRIVEWAY



LEGEND

- PROPOSED BUILDING: [Green Box]
 PROPOSED CONCRETE: [White Box]
 SURFACE FLOW DIRECTION: [Arrow]
 SILT FENCE: [Line with 'S']
 LIMITS OF DISTURBANCE: [Line with 'LD']

GENERAL NOTES:

- SITE AREA-----23,429 SQ. FT./ 0.537 ACRES
 DISTURBED AREA = 13,579 SQ.FT./0.46 AC.
 OWNER- NITESH PATEL
 ADDRESS- 727 BETHPAGE DRIVE
 PARCEL- 051F01219000
 SUBDIVISION: EAGLES LANDING, UNIT XI,
 PLAT BOOK 43 PAGE 44
 DATED: SEPTEMBER 13, 2005
 LOT# 14 (BLOCK "W")
 SITE ZONED PD (PER PLAT)
 MINIMUM LOT AREA= 18,000 SQ. FT. / .41 AC.
 FRONT SETBACK-----40' (PER PLAT)
 REAR SETBACK-----75' (AT GOLF COURSE) (PER PLAT)
 SIDE SETBACK-----10' (PER PLAT)
 SEWER AS PER HENRY COUNTY,
 WATER AS PER HENRY COUNTY.

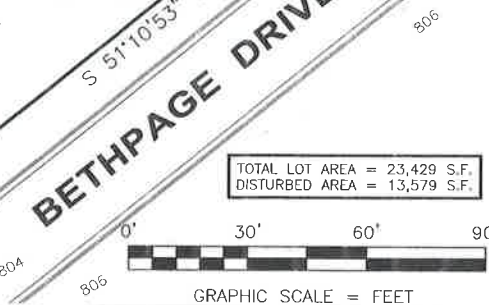
THIS PROPERTY IS NOT LOCATED WITHIN A FEMA FLOOD ZONE HAZARD AREA AS PER FEMA PANEL# 13151C0089D DATED: OCT 6, 2016 AND PER HENRY FLOOD MAP 89 OF 305, DATED MAY 2010

NOTE: THIS IS A SITE PLAN ONLY, THEREFORE NOT FOR RECORDING.

AREA SCHEDULE	
NAME	AREA
MAIN FLOOR PLAN	3806.5 sq ft.
SECOND FLOOR PLAN	2701.3 sq ft.
TOTAL MAIN LIVING HEATED	6507.8 sq ft.
BASEMENT	2407.2 sq ft.
TOTAL HETAED @ COMPLETION	8915.0 sq ft.
GARAGE/STORAGE	1118.3 sq ft.
ENTRY PORCH	159.4 sq ft.
REAR PORCH	514.7 sq ft.
SCREENED PORCH	157.5 sq ft.
LOWER REAR PORCH	525.0 sq ft.
FUTURE THEATRE RM	861.2 sq ft.
STORM/ STORAGE	536.3 sq ft.

SILT FENCE NOTE:
 SILT FENCE REQUIRED ONLY ON LOW SIDE OF PROPERTY AS SHOWN.

0.537 Acres
 23,429 SQ.FT.



SIBLEY-MILLER

SURVEYING & PLANNING INC.
 212 W. CAMPSHORE RD.
 MCDONOUGH, GA 30255
 PHONE: (770) 320-7555
 FAX: (770) 320-7533
 www.sibleysurveying.com

SITE PLAN FOR
 ADMINISTRATION WAIVER

NITESH PATEL
 LOT 14, BLOCK "W"
 EAGLES LANDING S/D, UNIT XI
 LAND LOT 17, 6th DISTRICT
 CITY OF STOCKBRIDGE
 HENRY COUNTY, GEORGIA



PROJECT NO.: L2021147
 SITE PLAN/ADM. WAIVER
 LOT 14 (BLOCK "W")
 DRAWN BY: PWF
 CHECKED BY: KB
 SCALE: 1" = 30'
 DATE: 10-29-2021

Eagle's Landing XI
Land Lot 17 ~ 6th District
Land Lot 32 ~ 7th District

- A. Subdivisor: KULEANAN PROPERTIES, INC.
A. Address: 135 NORTH PAPA PLACE, STOOKBRIDGE, GA 30281
B. Telephone Number: (770) 380-2020
2. Property Owner: KULEANAN PROPERTIES, INC.
A. Address: 135 NORTH PAPA PLACE, STOOKBRIDGE, GA 30281
B. Telephone Number: (770) 380-2020
3. Surveyor: MOORE BASS CONSULTING, INC.
A. Address: 324 INDUSTRIAL BLVD., MCDONOUGH, GA 30253
B. Telephone Number: (770) 914-8394
4. Subdivision Configuration:
A. Source of Data: BOUNDARY SURVEY PERFORMED BY M.K. DIXSON
B. Location: EAGLE'S LANDING, STOOKBRIDGE, GA
C. Total Project Area: GROSS: 72.14 AC LESS R/W 8.45 AC = NET: 64.69 AC
D. Zoning: PD
E. Type of Subdivision: SINGLE-FAMILY RESIDENTIAL
F. Number of Lots: 73
G. Density: 73 LOTS/72.14 AC = 1.01 UNIT/ACRE (GROSS)
73 LOTS/64.69 AC = 1.13 UNIT/ACRE (NET)
- H. MINIMUM LOT SIZE: 41 AC, 18,000 SF; 100' x 180'
- I. Datum: NAD83(83)
- J. Street Length: 6,419.17 LF $\approx$ 8.45 ACRES (TOTAL)
Street Length: BEATHAPE DRIVE $\approx$ 1,712.18 LF
Street Length: COO BLVD $\approx$ 5,436.3 LF
Street Length: HARMONCRE COURT $\approx$ 1,036.6 LF
Street Length: PAPA DRIVE $\approx$ 244 LF
- K. Type of Streets: Private
L. R/W Width: 50'
M. Pavement Width: 26' B.O.C. TO B.O.C.
N. Street Maintenance: FRONT 40' HOMEOWNERS ASSOC.
- O. Building Setbacks: FRONT: 40'
REAR: 40'
SIDE: 10'
SIDE-CORNER: 30'
GOLF COURSE: 75'

ZONING CASE #RZ-00-003
A. MINIMUM HOUSE SIZE OF 1,500 S.F.
B. HOUSES MUST HAVE COVERED GARAGES (NO CARPORTS)
C. ALL OPEN SPACE AND CONSERVATION WETLAND AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

1. WETLANDS SHOWN ON THIS FINAL SUBDIVISION PLAT HAVE BEEN FIELD
DELINEATED.

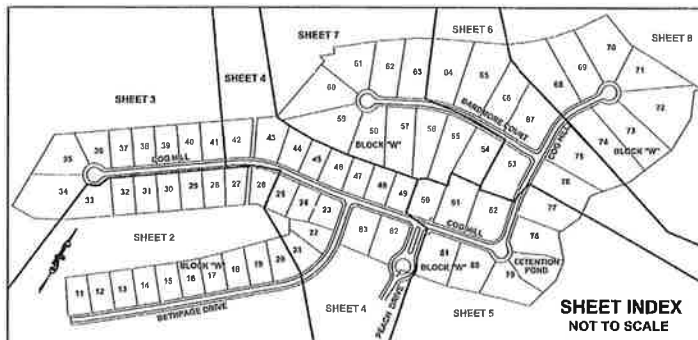
2. WETLANDS SHOWN UPON THIS FINAL SUBDIVISION PLAT ARE UNDER THE
JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE
SUBJECT BY LAW FOR DISTURBANCE TO THESE WETLANDS AREAS WITHOUT
PROPER AUTHORIZATION.

THERE IS ESTABLISHED A 28 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN REMOVED OR DISTURBED. THIS BUFFER ZONE SHALL BE MAINTAINED FREE OF ANY AND ALL DISTURBING ACTIVITIES SUCH AS CONDUCTED WITHIN A BUFFER. A BUFFER SHALL REMAIN IN ITS NATURAL UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND DISTURBANCE ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. IF THE BUFFER IS FOUND TO BE DAMAGED OR DESTROYED DURING CONSTRUCTION, IT SHALL BE TURNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE AT THE STREAM BED; PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH AN INDIVIDUAL, MAY REMOVE OR TRIM ANY EXISTING OR GROWING TEM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE AT

1. 20 FOOT STORM SEWER AND SANITARY SEWER EASEMENT EXISTS ALONG EACH PROPERTY LINE AND ALONG EACH LOT LINE, CENTERED ON LOT LINES, FOR FUTURE DRAINAGE AND SANITARY SEWER LINES.
2. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30 FEET BEHIND ANY FUTURE RESIDENCE OR BUILDING.
3. NO STRUCTURES INCLUDING FENCES SHALL BE BUILT ACROSS OR WITHIN EXISTING 20' SANITARY SEWER EASEMENT.

DATE	05/25/05	143025581710412005	REVISIONS
FILE #	03 031		1. 8-16-05 Address county comments
CONTRACT #	438 285		REV2
DRAWN BY	PHC		REV3
CHECKED BY	WAPowers		REV4
			REV5
			REV6

Eagle's Landing
Stockbridge, Georgia



KILLEARN PROPERTIES, INC.
135 NORTH PARK PLACE, STE. 100
STOCKBRIDGE, GEORGIA 30281
(770) 389-2020

MOORE BASS CONSULTING, INC
324 INDUSTRIAL BLVD.
McDONOUGH, GA 30253
(770) 914-9394

MR. JOHN PALMER
(770) 389-2020

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS
SUBSCRIBED THEREON, AND IN PERSON OR THROUGH A DULY AUTHORIZED
AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL
SURVEY.

8/24/05
DATE

HENRY COUNTY MAP 51F
ALL BLOCK 1
PARCEL #'S ARE T-_____
ADDRESS FOR CORNER
LOTS DEPEND ON DRIVEWAY
LOCATION

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

BY: Wayne A. Potts
WAYNE A. POTTS
REGISTERED GEORGIA LAND SURVEYOR No. 2891

**** As used in the Certification, certify means to state or declare a professional opinion of conditions regarding those facts or findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.**

AS SHOWN ON FLOOD INSURANCE RATE MAP OF HENRY COUNTY, GEORGIA (COMMUNITY PANEL NUMBER: 130468-00700) EFFECTIVE DATE NOV. 2, 1983) THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE.

UTILITIES SHOWN ARE LOCATIONS OF GROUND IDENTIFIABLE ITEMS. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,187 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 498,300 FEET.

LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A GEODIMETER 610 ROBOTIC TOTAL STATION. THE FIELDWORK WAS COMPLETED 8-27-05 ON THIS PROJECT.

THIS SURVEY IS BASED ON THE NAD83 (1994) HORIZONTAL DATUM AND NAVD88 VERTICAL DATUM. TRIMBLE 5700 GPS RECEIVERS WERE USED AND COORDINATES TAKEN FROM HENRY COUNTY GIS GEODETIC CONTROL NETWORK. MONUMENTS USED WERE A0088, A0089, A0072 AND A9072.

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

ALL PROPERTY CORNERS WILL BE PLACED AFTER CONSTRUCTION WITH A 1/2" IRON PIN.

CITY OF STOCKBRIDGE AND HENRY COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

LIVE STREAMS AND WETLANDS DO LIE WITHIN THIS SUBDIVISION.

BEARINGS SHOWN HEREON WERE CALCULATED FROM ANGLES TURNED

LINEAR DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

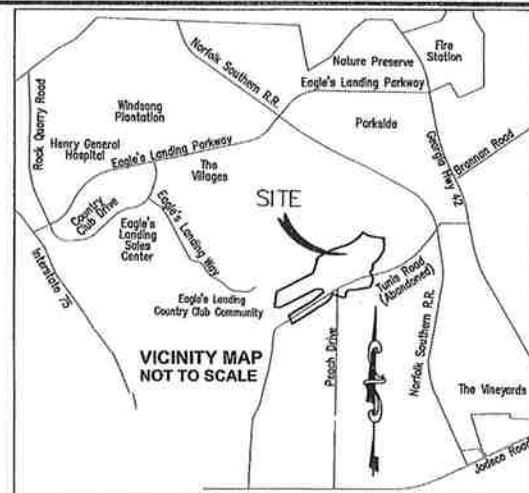
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY STOCKBRIDGE CITY COUNCIL OF CITY OF STOCKBRIDGE, GEORGIA, AND IS APPROVED FOR RECORDING BY:

Paul Duckles, Mayor DATE: 9/13/2005
MAYOR, CITY OF STOCKBROOKE

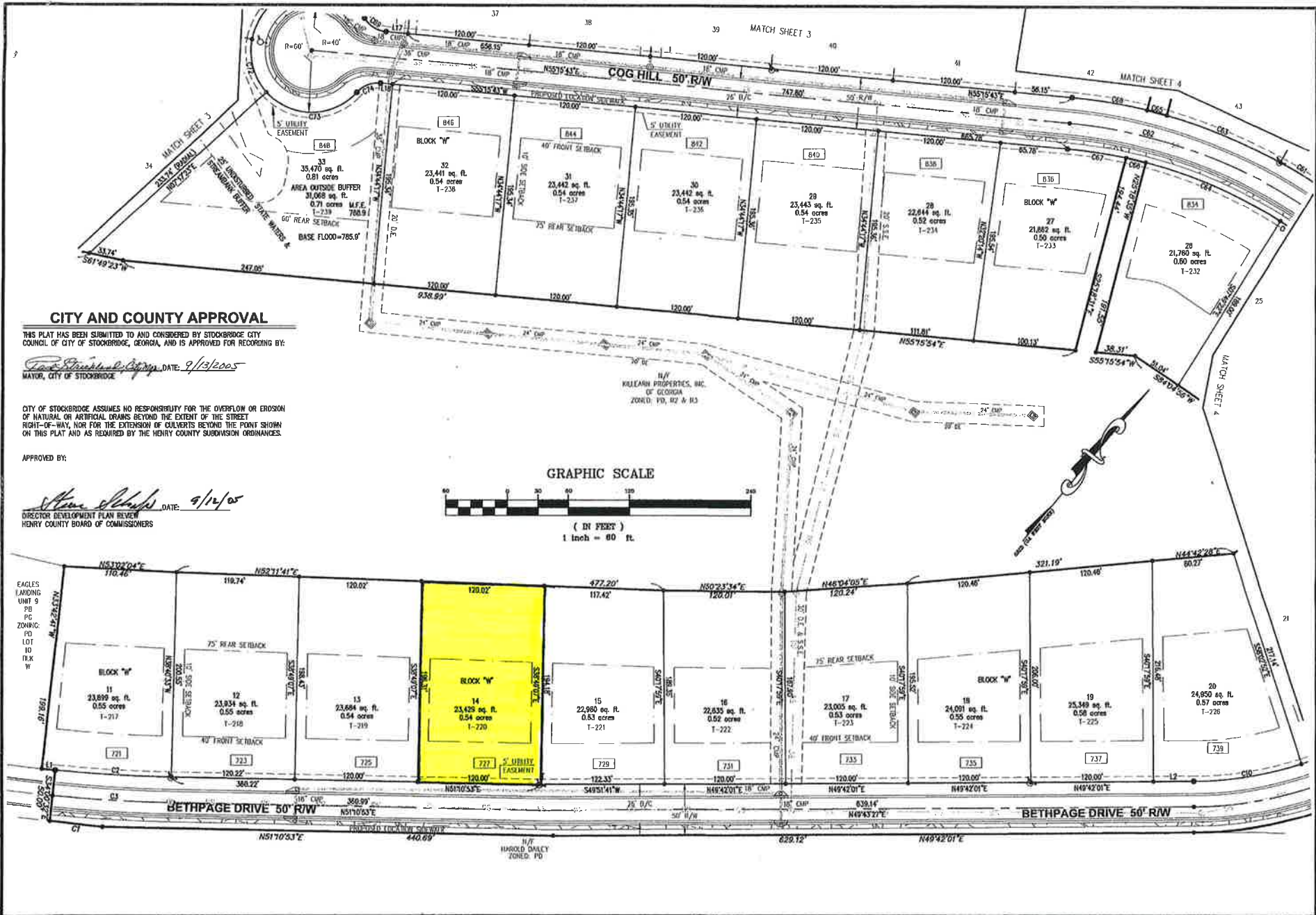
CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCES.

APPROVED BY:

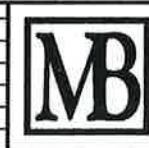
Steve Schep
DIRECTOR DEVELOPMENT PLAN REVIEW
HENRY COUNTY BOARD OF COMMISSIONERS



Moore Bass
CONSULTING
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com
354 INDUSTRIAL BLVD., MOOREVILLE, FL 32063, PH: (770) 664-0264



DATE	05/25/05
FILE #	03-031
CONTRACT #	439 285
DRAWN BY	PHC
CHECKED BY	WAPover
MOORE BASS CONSULTING	



The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

SHEET TITLE

Final Subdivision Plat

Land Lots 17-6th Dist & 32-7th Dist.
City of Stockbridge
Henry County, Georgia

SEAL

My [Signature]

PROJECT

Eagle's Landing Unit XI

CLIENT NAME

Killearn Properties, Inc.
135 Northpark Place, Ste. 100
Stockbridge, GA 30281

Moore Bass

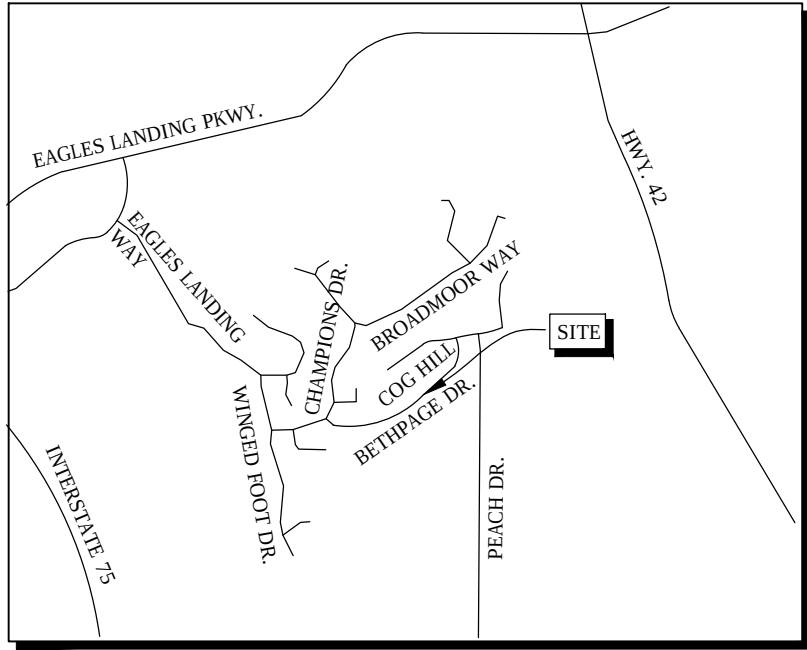
CONSULTING

TALLAHASSEE FLORIDA
DESTIN FLORIDA
ATLANTA GEORGIA

324 INDUSTRIAL BLVD. MCDONOUGH, GA 30283 PH: (770) 914-6394

SHEET

2 OF 8



VICINITY MAP (N.T.S.)

GENERAL NOTES:

- THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF LAND ENGINEERING, INC. AUTHORITY OF O.C.G.A. 43-15-22.
- THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. EASEMENTS OF RECORD OR OTHER TITLE MATTERS AFFECTING THE SUBJECT PROPERTY MAY EXIST.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 124,267 FEET. A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A POSITIONAL TOLERANCE OF 0.02' BASED ON REDUNDANT MEASUREMENTS AND HAS NOT BEEN ADJUSTED. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
- NOT ALL UNDERGROUND UTILITIES ARE SHOWN. UNDERGROUND UTILITIES THAT ARE SHOWN WERE LOCATED BY ABOVE GROUND APPURTENANCES AND OBSERVED EVIDENCE. UTILITIES SHOWN ON THIS SURVEY MAY NOT BE SHOWN IN THEIR EXACT FIELD LOCATION. NO ATTEMPT WAS MADE TO TRACE OR MARK THE LOCATION OF UNDERGROUND UTILITIES WHICH WAS OUTSIDE THE SCOPE OF THIS SURVEY.
- ANY DIMENSIONAL OR OTHER ZONING REQUIREMENTS SHOWN HEREON WERE OBTAINED FROM WWW.MUNICODE.COM AND MAY NOT REFLECT ANY ALTERNATE OR CONDITIONAL REQUIREMENTS APPLICABLE TO THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT CERTIFY TO ANY MATTERS OF ZONING.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 13151 C0089C, EFFECTIVE DATE 05/06/16.
- THIS SURVEY WAS PREPARED BY LAND ENGINEERING, INC.

REF #: 8009-013
1601 S ZACK HINTON PARKWAY, MCDONOUGH, GEORGIA 30253
OFFICE: (678) 814-4346 FAX: (678) 814-4348
WWW.LAND.ENGINEERING

ABBREVIATIONS

CONC. CONCRETE
DB DEED BOOK
L.I. LAND LOT
N/F NOW OR FORMERLY
N.T.S. NOT TO SCALE
OTP OPEN TOP PIPE
PB PLAT BOOK
PG PAGE
P.O.B. POINT OF BEGINNING
P.O.N. PARCEL IDENTIFICATION NUMBER
P/L PROPERTY LINE
RB REBAR
R/W RIGHT OF WAY
SBL SETBACK LINE
S.F. SQUARE FEET

LEGEND

● IRON PIN FOUND
⊗ WATER VALVE
⊕ FIRE HYDRANT
□ ELECTRIC BOX
⊠ TRANSFORMER
⊞ ELECTRIC METER
⊡ TELEPHONE PEDESTAL

N/F
GOLF OF GEORGIA LP CLUBCORP
070-01010001
ZONING: CITY
DB 11239 PG 309

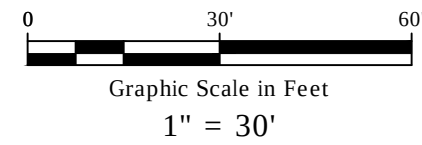
N/F
KING LEE
051F01220000
ZONING: CITY
PB 43 PG 43

LOT 15
N/F
BRUCE & MARY ZERKLE
051F01221000
ZONING: CITY
DB 13359 PG 133

LOT 13
N/F
RAO & RANI R MORAVINENI
051F01219000
ZONING: CITY
DB 11469 PG 172

LOT 14
727 BETHPAGE DRIVE
TAX ID: 051F01220000
23,429 S.F.
0.54 ACRE

POB 1/2" RB
N 1273489.17
E 2286090.94



LAND ENGINEERING

1601 S Zack Hinton Parkway
McDonough, Georgia 30253
T 678.814.4346, F 678.814.4348
www.land.engineering
GA LSF #0946



SURVEYOR'S CERTIFICATION
THE SURVEYOR WHOSE SEAL IS AFFIXED HEREON CERTIFIES THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

REVISION / ISSUE		
NO.	DATE	DESCRIPTION
1	6-27-16	DATE OF FIELD SURVEY

CLIENT:	PROJECT NAME:
FAIZAL SUPARIWALA	EAGLES LANDING PHASE 9 BLOCK W

SITE LOCATION:
LAND LOT(S): 17
LAND DISTRICT: 6
SECTION:
CITY: STOCKBRIDGE
COUNTY: HENRY
STATE: GEORGIA

SCALE: 1" = 30'	ONE INCH AT FULL SCALE
DRAWN BY: GB	CKD BY: MP
PROJ. NO.: 8009-013	DATE: 7-14-16

SHEET TITLE: BOUNDARY SURVEY	
SHEET: 1	TOTAL SHEETS: 1



Henry County Water Authority
Engineering Division

February 18, 2022

Re: Variance Permit: **Rear Setback Variance**
Property Information: **727 Bethpage Drive Parcel No. 051F01220000**
Applicant: **Henry County, GA**
Nitesh Patel

TO WHOM IT MAY CONCERN:

Please be advised that the above-mentioned property has access to public water and sewer services provided by Henry County Water Authority (HCWA). Water pressure and sewer service in this area are such that HCWA has no objection to the proposed Setback Variance Permit.

If you have questions regarding this matter, please contact me.

Sincerely,

Fritz Jacques
Engineering Coordinator
Henry County Water Authority



VARIANCE EVALUATION REPORT
VARIANCE FOR PROPERTY AT 727 BETHPAGE DRIVE

City of Stockbridge Planning and Zoning Division
Community Development Department

Linda M. Logan, Senior Planner
March 24, 2022

CASE FACTS

Applicant:	Nitesh Patel.
Agent:	Faizal Supariwala.
Location:	727 Bethpage Drive. Comprises Lot 14 of Block W within Unit XI of the Eagle's Landing Subdivision.
Parcel ID:	051F01220000.
Lot Size/Acres:	23,429 square feet / 0.54 acres, according to the applicant's submitted survey of the property.
Request:	Variance to reduce the rear yard setback from the required 75 feet to 50 feet. The approved plat for Eagle's Landing Subdivision, Unit XI, requires golf course-abutting lots, including the subject property, to have rear yard setbacks of 75 feet.
Proposed Use:	Construction of a new single-family detached home, including an attached three-car garage and an attached golf cart garage.
Existing Land Uses:	Vacant land.
Zoning:	Zoned 'PD' (Planned Development) as part of the Eagle's Landing Subdivision, Unit XI.
Road Access:	Bethpage Drive.
Application Received:	February 7, 2022.
Sign Posted:	March 1, 2022.

Planning Commission**Meeting:** March 24, 2022.**Council Meeting:** April 11, 2022.**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 REQUEST

The applicant proposes to construct a new single-family detached home on the subject property. The submitted site plan indicates that the total heated area of the residence would be 8,915 square feet, with a front yard setback of 55.2 feet from Bethpage Drive. To the rear, the setbacks would vary from 51.0 to 52.5 feet. More than half of this distance would be for a "tree preserve area."

To deviate from the required 75-foot rear yard setback for a golf course-abutting lot, the applicant has filed a variance application to request that the rear yard setback be reduced to 50 feet, which would be a reduction of 25 feet. Per Section 12.11.022(5) of the Stockbridge Zoning Code (the October 26, 2021 version), such a request is a legitimate reason for an applicant to apply for a variance.

Although the agent for the applicant stated that the applicant is requesting a variance for a reduction in the rear yard setback to allow him to build a large home on the property and to improve the aesthetics of the front yard, the applicant submitted a revised letter on March 16, 2022, which stated that the variance was needed in order to comply with the garage policy of the Eagles Landing Property Owner's Association (ELPOA). Page 32 of ELPOA's Rules and Regulations (dated May 2021) state that homes must have attached garages for at least two cars, and that they may not face the street. Rather, all garages must face either the side lot line or the rear lot line. Golf cart garages are also allowed. The applicant's letter states that by providing side-entry garages to meet the ELPOA's requirements, the footprint of the house will not fit on the lot without encroaching into the required setbacks. The agent further said that having a rear entry would cause difficulties in the turning radii of the driveway.

Accordingly, the applicant's site plan shows a side-entry garage attached to the front of the proposed home. This would be a three-car garage with a depth of 30 feet. A golf cart garage would also be attached, with a depth of 12'8". Together, the two garages would account for 42'8" of the total depth of 88.5 feet on the eastern side of the house, excluding a bay window. The agent stated that no consideration was given to placing the garages at the rear of the

home because a) the turning radii of the driveway at the rear of the property would be difficult, and b) little room would be left for a usable back yard.

The applicant would prefer to be granted the requested variance for a rear-yard setback reduction of 25 feet (from 75 feet to 50 feet). However, in his revised letter, he stated that he would also agree to having a rear-yard setback reduction of only 10 feet (with a reduction from 75 feet to 65 feet), in order to move the house forward to the front yard setback line (which is 40 feet).

As part of his variance application, the applicant submitted a letter of approval from the ELPOA's Architecture Review Board, dated December 10, 2021. More recently, the applicant obtained a revised approval letter from the ELPOA Architecture Review Board, dated March 11, 2022, which specifically stated its approval of the applicant's variance request to reduce the rear yard setback at 727 Bethpage Drive from 75 feet to 50 feet.

EXISTING CONDITIONS

A. Property Location. Per the attached "Aerial Photo of Site Vicinity", the subject property is located on the north side of Bethpage Drive, about midway between Champions Drive to the west and Cog Hill to the northeast. Bethpage Drive forms a boundary between the Stockbridge City Limits and Henry County, thus the lots across the street are outside of the City.

B. Property Characteristics. The subject property is vacant, fairly level, and wooded. It is zoned 'PD' (Planned Development) and it is part of the Eagles Landing Subdivision, Unit. The recorded plat for Unit XI was dated 05/25/05. It allows for the construction of one single-family detached home on the property, with a rear yard setback of 75 feet since this is a golf course-abutting lot. The property is part of the Eagle's Landing Country Club, and one of the fairways and greens for the golf course lie to the rear of the property. No physical hindrance was observed in the front yard which might necessitate moving the home further back on the property.

C. Surrounding Land Use and Zoning. Table 1 below provides the land uses and zoning districts which surround the subject property.

TABLE 1:- SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Eagles Landing Golf Course, abutting the rears of properties on Cog Hill	PD (Eagle's Landing Subdivision)
Property to the South	Vacant lot, outside of the City	PD (Eagle's Landing Subdivision)
Property to the East	Vacant lot	PD (Eagle's Landing Subdivision)

Property to the West	Vacant lot	PD (Eagle's Landing Subdivision)
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No other houses on Bethpage Drive appear to have rear yard setbacks of 50 feet or less. On the aerial photograph of Bethpage Drive from the Henry County Tax Assessors' Office, the rear yard setbacks of five nearby lots on Bethpage Drive measure from approximately 62 feet to 94 feet, including two lots with swimming pools in their rear yards.

ZONING HISTORY

The agent for this variance application has stated that he previously applied for rear yard setback reductions for three other lots within the Eagle's Landing Subdivision. The addresses for those lots are 842 Cog Hill, 845 Cog Hill, and 306 Broadmoor Way. Cog Hill is the next street to the north, and Broadmoor Way lies to the north of Cog Hill.

Of these three properties, 306 Broadmoor Way, which is located outside of the City, was developed first, in 2016, according to the Henry County Tax Assessors' property records. An extra-large house was constructed on the property, which actually contains two lots. The house has a heated area of 14,292 square feet and an effective area of 15,542 square feet. On the aerial photograph, the house appears to have a rear yard setback of 52 feet, and it is more than double the size of any other house on Bethpage Drive, Cog Hill, or Broadmoor Way.

For 842 Cog Hill, an administrative waiver, rather than a variance, was granted by the City on July 13, 2021 for a reduction in the rear yard setback due to the presence of difficult topography on the property. A new home is currently under construction.

A variance application for 845 Cog Hill (VR-18-14-S) was filed with Henry County Planning and Zoning, whose Variance Evaluation Report recommended the denial of the requested variance since the application did not meet the required variance criteria. However, the City of Stockbridge prepared its own report, with a recommendation of Approval With Conditions after an approval letter was received from the Eagle's Landing Property Owners' Association (ELPOA). Subsequently, City Council approved the case on March 11, 2019, per Resolution #R19-1043. The property remains undeveloped, though.

At 244 Eagles Landing Way, City Council approved a variance via Case #VR-11-01-S (and Resolution #11-37) on February 4, 2011 to allow an accessory structure (a swimming pool) to encroach into the 50-foot golf course buffer by 20 feet (thereby leaving a rear yard setback of only 30 feet). However, this variance was granted eleven years ago, and it was for an accessory structure rather than for the principal structure (the home).

ANALYSIS OF REQUEST—CRITERIA FOR GRANTING A VARIANCE PER CHAPTER 12.11. OF THE STOCKBRIDGE ZONING CODE (from the October 26, 2021 Version)

12.11.023 Criteria to Be Considered for Deciding Variances. A variance may be granted only upon a finding by the mayor and council that all of the seven conditions that are listed below are met.

A. CRITERION #1--Extraordinary and exceptional circumstances pertaining to the particular piece of property in question exist due its size, shape, or topography that are not found on other properties in the same zoning district.

There are no extraordinary or exceptional conditions pertaining to the subject property due to its size, shape, or topography that are not applicable to other lands or structures in the Eagles Landing Subdivision. Although the property owner at 842 Cog Hill was allowed to reduce the rear yard setback, this was due to the presence of challenging topography, for which an administrative waiver, rather than a variance, was granted.

Although the subject property is of similar size to that of other lots on Bethpage Drive, all lots must meet the requirements of the ELPOA, and specifically its garage policy. Due to the widths of the lots, designing their site plans to allow for side-yard or rear-yard garage entries, while still meeting the rear yard setback requirements, may be challenging. The subject property has 120 feet of frontage on Bethpage Drive, according to the applicant's submitted land survey.

B. CRITERION #2--A literal interpretation of the provisions of this Zoning Code would deprive the applicant of rights commonly enjoyed by owners of other properties located in the same zoning district.

The provisions of this Chapter would not deprive the applicant of rights that are commonly enjoyed by owners of other properties within the Eagles Landing Subdivision. The applicant would be able to construct a single-family detached home on the subject property without the requested variance. However, the applicant may not be able to build a three-car garage or a golf cart garage, which other properties in the neighborhood may have, and which are allowed by the ELPOA.

C. CRITERION #3--Granting the variance requested will not confer upon the property owner any special privileges that are denied to other owners of property in the same zoning district.

Granting the originally-requested rear-yard setback variance of 50 feet rather than the required 75 feet would confer upon the property owner a special privilege compared to other property owners along Bethpage Drive. However, granting the revised request of a rear-yard setback variance of 65 feet would be more reasonable since another home on Bethpage Drive appears to have a rear yard setback of only 62 feet.

D. CRITERION #4--The variance will be consistent with the purposes and intent of this Zoning Code, will be compatible with uses on neighboring properties, and will serve the public welfare. The reduction of a property's rear yard setback is a legitimate reason for requesting a variance.

However, since all of the existing golf course-abutting houses on Bethpage Drive appear to have rear yard setbacks of much more than 50 feet, the originally-requested reduction of the rear yard setback to only 50 feet would not be compatible with the neighboring

properties, and it may cause the rear yard view from neighboring properties to be obstructed. Further, no benefit to the public welfare is foreseeable if the originally-requested variance were to be granted. But the revised variance request for a rear yard reduction to 65 feet would be more reasonable.

E. CRITERION #5--The extraordinary circumstances are not the result of actions of the applicant. The circumstances which have caused the applicant to seek the requested variance are partially the result of the applicant's proposed construction of a large home (with a three-car garage and a golf cart garage) on the property, as well as a need to comply with the ELPOA's restriction on the positioning of garages on the property, as was previously explained.

F. CRITERION #6--The variance is the minimum relief that will allow the legal use of the land, building or structure. The requested variance is not the minimum relief which the applicant needs in order to build a house of the proposed size, dimensions, and location on the subject property. The applicant could build a home according to his revised variance request, whereby the proposed home would be moved up to the front yard setback line, causing the rear yard setback to only need to be reduced to 65 feet rather than 50 feet. The requested rear yard setback reduction would therefore be only 10 feet rather than 25 feet.

G. CRITERION #7--The variance is not a request to permit a use of land, buildings or structures that is prohibited in the same zoning district. The requested variance would not permit a type of use of land, buildings, or structures that is prohibited in the Eagle's Landing Subdivision. A variance is not required to allow for the construction of a single-family detached home on the property. However, since the subject property is located within a country club community having a golf course, it is reasonable to expect large homes to be built there, including three-car garages. Further, since this lot abuts a golf course, it is reasonable to expect that homes might include golf cart garages, which are expressly allowed by the ELPOA's Building Guidelines.

CONCLUSIONS

1. The applicant has demonstrated that a variance is needed in order to meet the requirements of the ELPOA's Rules and Regulations, which prohibit attached garages from facing the street. This necessitates that garages have their entrances from the side or rear of a home. Although a rear-entry garage might be possible, this would require a longer driveway, which a) may cause a turning radius difficulty; b) would result in a greater impervious coverage on the property due to the longer driveway's extra pavement; and c) would leave little usable land area in the back yard of the property.
2. The applicant has agreed to a revised variance request, with a rear yard setback reduction from 75 feet to 65 feet rather than 50 feet. In view of the other rear yard setbacks along Bethpage Drive, this seems reasonable and would be more compatible with the neighboring properties.

RECOMMENDATIONS

1. The Planning and Zoning Staff recommends the **DENIAL** of the applicant's originally-requested variance for a reduction of the rear yard setback from 75 feet to 50 feet.
2. The Planning and Zoning Staff recommends **APPROVAL WITH CONDITIONS** for the applicant's revised variance request for a reduction in the rear yard setback from 75 feet to 65 feet, provided that the following **Zoning Conditions** are met:
 - a. The property shall be developed only in accordance with a **revised site plan**, which is similar to the submitted one (which was prepared by Sibley-Miller Surveying & Planning, Inc. on 10/29/21 as Job No. L2021147, and which was received on February 7, 2022), which shows that the rear yard setback will be no greater than 65 feet. Said site plan may be conceptual only and it must meet or exceed the requirements of the current Zoning Code and these conditions prior to the approval of a Land Disturbance Permit. If these recommended Zoning Conditions cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to applying for a land disturbance permit. Unless it is otherwise noted herein, compliance with all conditions shall in in place prior to the issuance of the first Certificate of Occupancy.
 - b. The rear yard setback shall be no less than 65 feet, which shall be measured from the rear yard property line to the nearest point of the proposed home (the principal structure).
 - c. The property shall be developed in accordance with all other specifications of the Eagles Landing Property Owners Association (ELPOA).
 - d. The property shall be developed in accordance with all other specifications of the approved plat for the Eagle's Landing Subdivision, Unit XI.

City of Stockbridge Planning and Zoning Staff RECOMMENDATIONS:

- 1. DENIAL of the original variance request.**
- 2. APPROVAL WITH CONDITIONS for the revised variance request.**

City of Stockbridge Planning Commission RECOMMENDATION:

City of Stockbridge Mayor and Council:
ACTION:

ATTACHMENTS:

1. Aerial Photo of Subject Property
2. Aerial Photo of Neighbors' Homes
3. Aerial Photo of Site Vicinity
4. Applicant's Revised Letter 3-16-22
5. Artist's Rendering of Proposed Home
6. ELPOA Approval Letter from 12-10-21
7. ELPOA Approval Letter from 3-11-22
8. ELPOA Garage Policy
9. Posted Zoning Sign—View from the West
10. Posted Zoning Sign—View from the East
11. Preliminary Site Plan (in green)
12. Subdivision Plat—Eagle's Landing, Unit XI
13. Survey of the Property
14. Water Authority Letter

/LML

Variance Application

City of Stockbridge, Georgia



THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR VARIANCE APPLICATIONS TO BE HEARD BY THE CITY OF STOCKBRIDGE PLANNING COMMISSION.

PLEASE NOTE: ALL FEES ARE NON-REFUNDABLE. THERE ARE NO EXCEPTIONS.

ALL APPLICANTS ARE REQUIRED TO SCHEDULE AND ATTEND A PRE-APPLICATION MEETING WITH THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. PLEASE CALL THE OFFICE AT (770) 389-7900 TO SCHEDULE AN APPOINTMENT.

NO PRE-APPLICATION MEETING WILL BE CONDUCTED WITHOUT AN APPOINTMENT.

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT THE PLANNING AND ZONING DIVISION OFFICE BETWEEN 8:00 AM AND 5:00 PM,
MONDAY THROUGH FRIDAY,
AT (770) 389-7900.

MEETING LOCATIONS—ALL PLANNING COMMISSION MEETINGS WILL BE HELD VIRTUALLY (BY ZOOM) UNTIL FURTHER NOTICE.

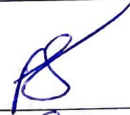
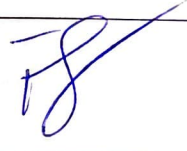
City of Stockbridge Planning and Zoning Division
Community Development Department

VARIANCE APPLICATION CHECKLIST

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL VARIANCE APPLICATIONS.

ATTACH THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application. (by appointment only)	
Application Form	1	1. Signed and notarized by owner. Original signature 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease"	
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application and must be notarized .	
Letter of Ownership	01	Letter stating that the owner is aware of the zoning request and owns the property in question.	
Letter of Intent	1	Must clearly state the proposed use and development intent.	
Site Plans (24 x 36) and (11 x 17)	1 10	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, and the proposed lot layout.	
Survey Plat (8 1/2 x 11) Or (11 x 17)	1	Subject Property, prepared and sealed within the last five years by a professional engineer, landscape architect, or land surveyor who is registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100-year floodplain; and 3) include a notation as to the total acreage or square footage of the subject property.	
Letter from the Henry County Water and Sewerage Authority	1	This letter must accompany the application at the time of submittal. For properties that receive water and sewer service from the City of Stockbridge, please contact the Stockbridge Public Works Department.	
Form from the Health Department	1	This letter must accompany the application at the time of submittal (Only needed if property is not on sewer).	

City of Stockbridge Planning and Zoning Division
Variance Application

Name of Applicant NITESH PATEL Phone: 478-335-1427 Date: Feb 4, 2022
Address Applicant: 215 EAGLES LANDING WAY Fax _____ Pager/Cell # _____
City: MCDONOUGH State: GA Zip: 30253 E-mail: NICK.PATEL@YMHOSPITALITY.COM
Name of Agent FAIZAL SUPARIWALA Phone: 404-717-6695 Date: Feb, 4th 2022
Address Agent: 900 TORREY PINES CT Fax _____ Pager/Cell # _____
City: MCDONOUGH State: GA Zip: 30253 E-mail: FMSUPARIWALA@YAHOO.COM

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A VARIANCE FOR THE PROPERTY.

Variance(s) being requested TO REDUCE THE REAR SETBACK TO SDFT FROM 75FT.

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.

Acknowledgement

Address of Property: 727 BETHPAGE DR, MCDONOUGH GA 30253

Nearest intersection to the property: CHAMPIONS DR & BETHPAGE
(Street Address)

Size of Tract: 0.5 acre(s), Land Lot Number(s): 17, District(s): 3

Property Tax Parcel Number(s): 051F01220000 (Required)

Witness' Signature

Signature of Applicant

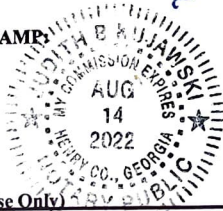
Printed Name of Witness

Printed Name of Applicant

Notary

Signature of Agent

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: _____

Planning Commission Decision: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____

[NOTE: Some properties receive water and sewer service through the City of Stockbridge Public Works Office. For those properties, please obtain a letter from that office in lieu of obtaining one from Henry County.]

Application for Water/Sewer Availability Letter



Thank you for your interest in Henry County, Georgia. This packet includes the necessary documents required for processing water/sewer availability letters.

Availability letters are required for rezoning(s), conditional use/exception, variance, and modifications to Zoning Conditions of properties that are heard by the City of Stockbridge Planning Commission and/or the Stockbridge City Council that are within the HCWA service area).

HCWA will verify that water and sewer service is, or will be, available to serve a particular development. The requested information in this package is used for determining the existing water/sewerage system capacity, planning for future water and sewerage system needs, and protection of Henry County water sources.

Please note: All fees are non-refundable. There are no exceptions.

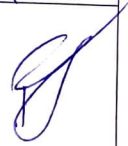
Should you need further assistance, please feel free to contact our office between 8:00AM to 5:00PM, Monday through Friday at (770) 914-3688.



Henry County Water Authority **Availability Letter Checklist/Summary**

PLEASE COMPLETE THIS FORM WHEN REQUESTING WATER/SEWER AVAILABILITY LETTERS. ATTACH THE CHECKLIST TO THE APPLICATION AND SIGN. (THIS DOES NOT APPLY TO EXISTING SERVICE VERIFICATION LETTERS OR LETTERS FOR CONDITIONAL USE/EXCEPTION AND SOME VARIANCES).

**ALL DOCUMENTS ARE REQUIRED IN ORDER TO CONSIDER AVAILABILITY;
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

REQUIRED ITEMS	COPIES	PROCEDURE	(INITIAL)
Application Form (Originals only. No photocopies accepted.)	01	1. Signed by owner and notarized . OR 2. Signed by owner's agent and notarized .	
Letter of Intent	01	The letter must clearly state the proposed use, development intent, and estimated time period for construction.	
Preliminary Site Plan/Layout (24 x 36 max.)	01	Must show minimum details: Buildings, road frontage, correct scale, north arrow, present zoning classification, topography, proposed lot layout, existing water and sewer line sizes and locations. If an extension of the water/sewer system is required, site plan must be accompanied with a preliminary routing of the off-site extension. <i>Preliminary profiles of the proposed sewer routing may be required.</i> The plan/layout must be dated and correspond with the submittal to the County or respective City. All plans/layouts must include a statement of whether or not the property is within a protected watershed district.	
Additional site plan/layout requirements	01	If property is within a protected watershed, include proposed minimum lot sizes, estimate of impervious surface, required stream buffers, and statement of whether or not the property is within the water quality critical area.	
Payment		Cash or check made payable to <i>Henry County Water Authority</i> in the amount of \$200.00 for Availability Letters. A deposit and additional costs will be required for developments requiring feasibility/basin studies.	
Letter from the Health Department (Only if property is not on sewer and located within a protected watershed district)	01	This letter is required only if the development is within a protected watershed district and the proposed minimum lot size is less than the requirements set forth in the Watershed Protection Ordinance. Letter must indicate that septic systems will be adequate for proposed lots and house/building sizes.	

The Engineering Manager may require additional information different from the above depending upon the type of development and/or system requirements. The terms and conditions of an availability letter are subject to all rules and regulations of Henry County Water Authority. This application is valid only for the real property referenced on this application. This application is not transferable or assignable to any party. Henry County Water Authority reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished, or lack of supply and/or demand considerations. If no development activity commences within 365 days from issuance of a letter, the letter shall be invalid, and the Applicant will be required to repeat the application process. If the applicant is unable to commence development within 365 days, a written request for a six-month extension will be considered.



Henry County Water Authority

Engineering Division
100 Westridge Industrial Blvd.
McDonough, GA 30253

Application for Water/Sewer Availability Letter

Date: Feb 4th 2022

Name of Applicant: NITESH PATEL Phone: 4 Mobile: 478-335-1427
Address of Applicant: 215 EAGLES LANDING WAY Fax: _____
City: MCDONOUGH State: GA Zip: 30253 E-mail: NICK.PATEL@YMHOSPITALITY.COM
Name of Agent: FAIZAL SOPARTIWALA Phone: _____ Mobile: 404 717-6695
Address of Agent: 900 TORREY PINES CT Fax: _____
City: MCDONOUGH State: GA Zip: 30253 E-mail: FMSOPARTIWALA@YAHOO.COM

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE PURPOSE OF LETTER REQUEST AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

VERIFICATION OF SERVICE: ☐ Conditional Use/Exception ☒ Variance ☐ In-law Suite/Addition ☐ Bank Loan

AVAILABILITY: ☐ General Availability ☐ Rezoning

Availability letters will require a **minimum** of three weeks from the date of payment and application submittal.

Request from SINGLE FAMILY Residential to Keeping it same
(Present Zoning) (Requested Zoning)

For the Purpose of SINGLE FAMILY HOUSE
(Type of Development)

Address of Property: 727 BETHPAGE DR Nearest intersection to the property: CHAMPIONS & Bethpage
(Street Address, if Applicable, Nearest Intersection, Etc.)

Size of Tract: 0.5 acre(s), Land Lot Number(s): 17, District(s): 3

Development Estimated Average Daily Sewer Flow (GPD): _____

Property Tax Parcel Number: 051 - F01 - 220 - 000 Proposed number of lots: 1

Information beyond this point is not required for service verifications.

(Below: For properties within protected watershed districts only)

Gross Density: _____ units per acre Net Density: _____ units per acre

Estimated amount of impervious surface: _____ Minimum Lot Size: _____

Witness Alpa Panchik

Printed Name of Witness

Signature of Owner(s)/Agent(s)

Nitesh Patel
Printed Name of Owner/s

Signature of Agent

Notary Judith B. I. J. J. J.



770-914-3688 (Office) 770-914-3359 (Fax) www.hcwa.com

[To be completed by City Staff,
prior to and during the meeting]

PRE-APPLICATION FORM

DATE February 4, 2022

APPLICANT: Nitesh Patel Agent: Faizal Supariwala

TYPE OF APPLICATION: Variance

PROPERTY ADDRESS: 727 Bethpage Drive

DISTRICT: 6 LAND LOT(S): 17 PARCEL I.D.(S): 05/F01220000

MAP NUMBER: NA CURRENT ZONING: PD PROPOSED ZONING: PD

FUTURE LAND USE MAP DESIGNATION:

Low-Density Residential

REQUEST/ITEMS DISCUSSED:

- ① Purpose of Variance Request - To reduce the rear yard setback from the required 75 feet (for lots abutting a golf course) to 50 feet to allow for the construction of a new house on the subject property.
- ② Background / Justification - a) The agent has obtained an HOA letter of approval for the requested variance; b) other houses on Bethpage Drive have rear yard setbacks of only 50 feet; and c) the agent previously obtained variances for three other properties in the Eagles Landing Subdivision, at 842 Gog Hill, 845 Gog Hill, and 306 Broadmoor Way (outside of the City).
- ③ Checklist - Was initialed by the agent.
- ④ Pre-Application Form (this form) - To be filled out and signed after today's meeting by Linda Logan, Senior Planner. She will then send it to the agent for his signature and inclusion within the official, completed variance application.

ZONING OF ADJACENT PROPERTIES:

NORTH: PD SOUTH: PD EAST: PD WEST: PD

[Continued on next page.]

[Continued from previous page.]

Variance application for
727 Bethpage Drive
February 4, 2022

②

PREVIOUS REZONING REQUESTS IN THE AREA, INCLUDING SURROUNDING

SUBDIVISIONS: Zoning Case #RZ-00-003 for Eagle's Landing Subdivision, of which the subject property is located in Unit X7 of the Final Subdivision Plat, approved by the City on 9/13/2005.

⑤ Applicant Campaign Disclosure Form — Missing. Required.

⑥ Water/Sewer Availability Letter — Missing, although application is present.

⑦ Survey — Missing. Needs to exclude the proposed house.

⑧ Site Plan — Needs to have certain information added: a) the proposed house size; b) the rezoning case number; and c) a statement on whether the property is located in a watershed protection district.

⑨ Letter of Intent — Needs to include justifications based on the required variance criteria from Section 12.11.023 of the Zoning Code.

⑩ Letter of Ownership — Missing. Information was combined with the Letter of Intent. Both letters need to be signed by the applicant.

⑪ Additional Documents — Recommended that the agent include: a) the HOA approval letter; b) a rendering of the front facade of the proposed house; c) the Final Plat for Eagle's Landing Subdivision, Unit X7; and d) copies of variance applications from the three

ATTENDANTS:

Signature (Owner/Agent)

Signature Agent

Signature

Signature

NITESH PATEL
FAIZAL SUPARNA
Nick M. Logan
Senior Planner
City of Stockbridge

other properties in the Eagle's Landing Subdivision, for which he successfully obtained variances (842 Cog Hill, 845 Cog Hill, and 306 Broadmoor Way (outside of the City)).

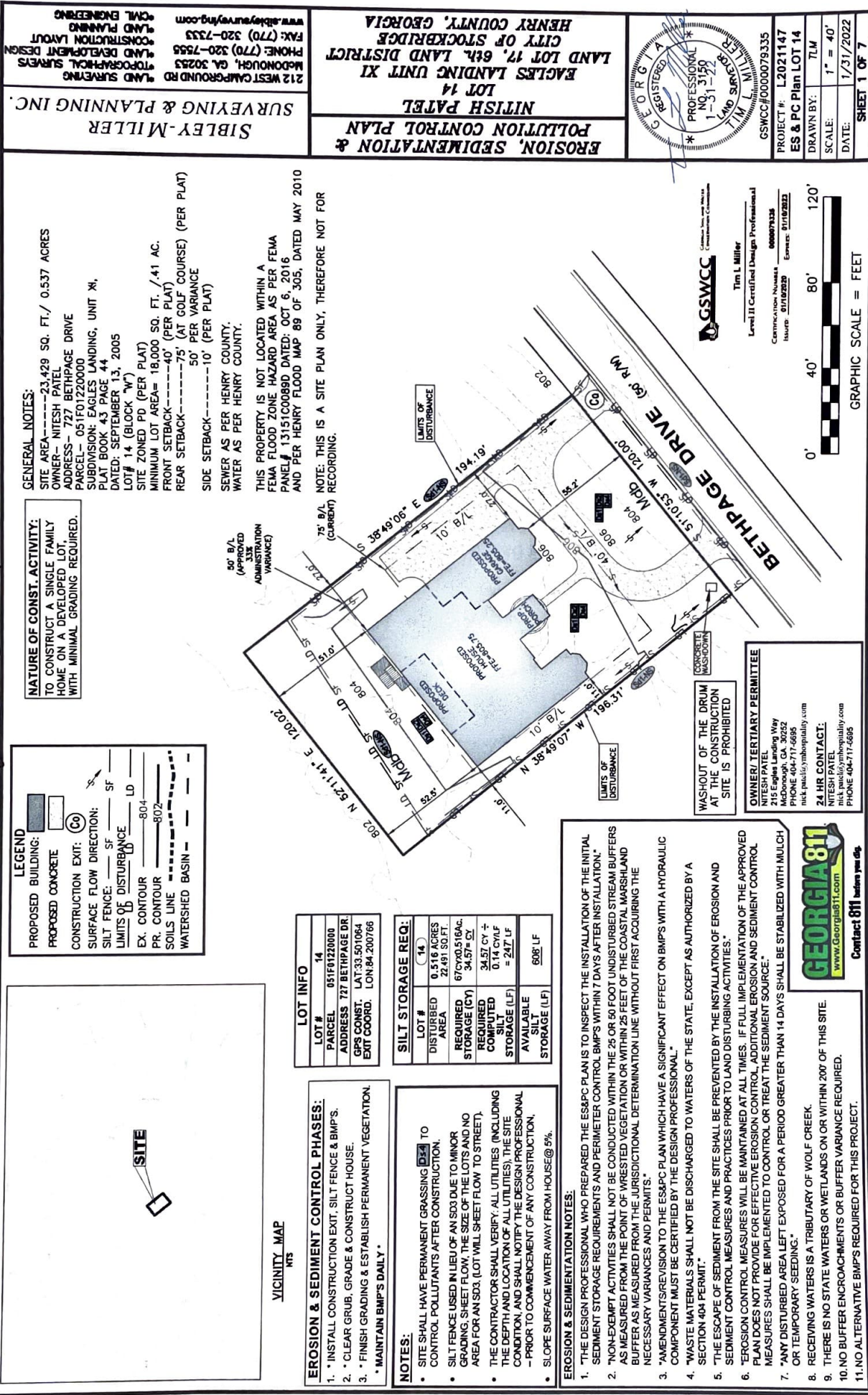
PLEASE NOTE:

No application will be accepted unless all necessary documentation is complete and a pre-application meeting has been held (No exceptions).

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.

ZONING CASE # RZ-00-003

Finished Heated SqFT 8915. See Attached House Plans



LETTER OF INTENT

FEB 4TH 2022

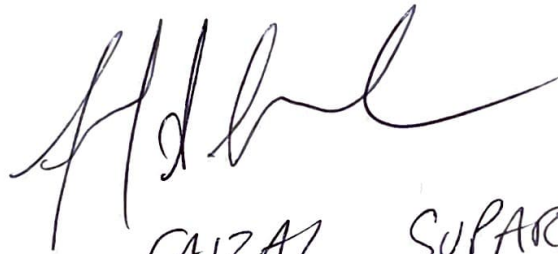
TO WHOM IT MAY CONCERN:

My name is Nitesh Patel currently residing at 215 Eagles landing way, McDonough, GA 30253. I own the landlot in Eagles landing located at 727 Bethpage drive, McDonough, GA 30253. I am requesting a Rear Setback Variance from 75ft to 50ft. I am Building a single family house that is going to require a variance. There are several homes in the neighborhood that has this variance for example 845 cog hill, 842 cog hill, 306 Broadmoor way.

I have attached our house plans along with the proposed siteplan.

Sincerely,

Nitesh Patel



FAIZAL SUPARIWALA

LETTER OF OWNERSHIP

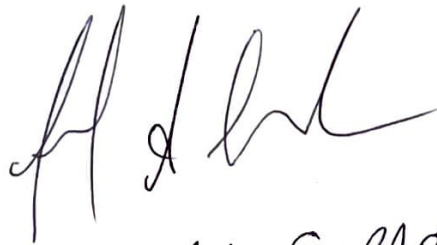
FEB 4TH 2022

TO WHOM IT MAY CONCERN:

My name is Nitesh Patel currently residing at 215 Eagles landing way, McDonough, GA 30253. I own the landlot in Eagles landing located at 727 Bethpage drive, McDonough, GA 30253. Please see attached tax bill showing proof of ownership.

Sincerely,

Nitesh Patel

A handwritten signature in black ink, appearing to be 'Nitesh Patel', written in a cursive style.A handwritten signature in black ink, appearing to be 'Faizal Supariwala', written in a cursive style.

FAIZAL SUPARIWALA

MARCH 16TH 2022

TO WHOM IT MAY CONCERN

SUBJECT: 727 BETHPAGE DRIVE SETBACK VARIANCE

My name is Nitesh Patel and I am the owner of 727 Bethpage drive, McDonough, GA 30253. I am planning to build our dream home on this lot in Eagles Landing Country Club. Majority of the lots in the subdivision lots have 50ft rear setbacks with the exception of some on golf course that has 75ft. My builder, Faizal Supariwala has build several homes in this neighborhood and was able to get a rear setback variance reduced to 50ft on number of properties in the neighborhood as long as you get Golf Club approval. We have the approvals from the golf course and from HOA of Eagles Landing, We have also provided the addresses where variances were obtained.

According to Eagles Landing HOA Building Guidelines (already submitted) we cannot have a front entry garage in the subdivision and that's why we had to build a side entry courtyard garage to fit on this lot. By doing this the house footprint will not fit within the setbacks in place. That's why we requesting a reduction in rear setbacks to 50ft.

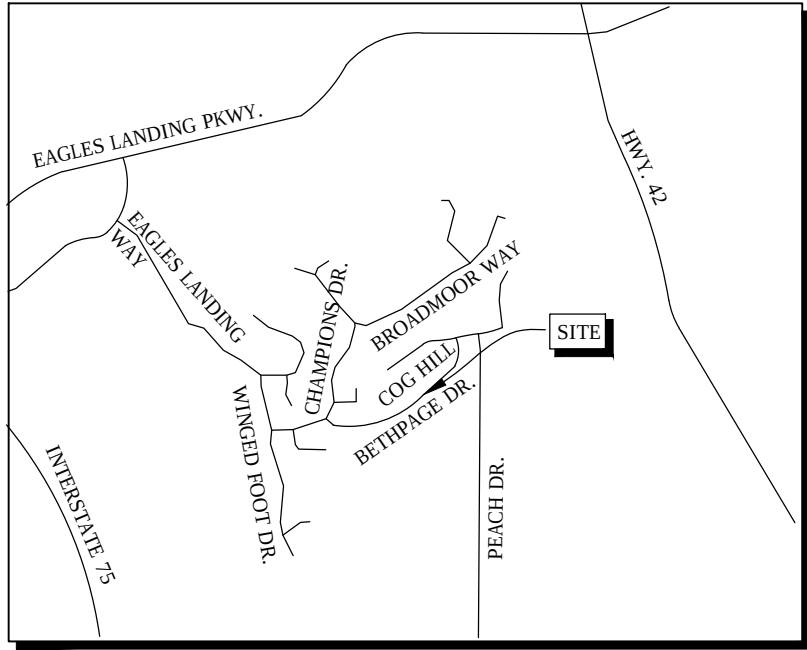
However, if for any reason the Board is not able to reduce to 50ft we will be fine with a reduction to minimum of 65ft, this will allow us to fit the house with the current plans on to this lot.

I have spent thousands of dollars with engineers and architects and over 4 months of time. I have complied with everything the city P/Z department ask for. I hope the Board consider our simple request so that we can be on our way of getting this house build. Please don't hesitate to call me if you have any questions at 478-335-1427.

Sincerely

A handwritten signature in black ink, appearing to read 'Nitesh Patel', with a long horizontal line extending from the end of the signature.

Nitesh Patel



VICINITY MAP (N.T.S.)

GENERAL NOTES:

1. THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF LAND ENGINEERING, INC. AUTHORITY OF O.C.G.A. 43-15-22.
2. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. EASEMENTS OF RECORD OR OTHER TITLE MATTERS AFFECTING THE SUBJECT PROPERTY MAY EXIST.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 124,267 FEET. A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A POSITIONAL TOLERANCE OF 0.02' BASED ON REDUNDANT MEASUREMENTS AND HAS NOT BEEN ADJUSTED. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
4. NOT ALL UNDERGROUND UTILITIES ARE SHOWN. UNDERGROUND UTILITIES THAT ARE SHOWN WERE LOCATED BY ABOVE GROUND APPURTENANCES AND OBSERVED EVIDENCE. UTILITIES SHOWN ON THIS SURVEY MAY NOT BE SHOWN IN THEIR EXACT FIELD LOCATION. NO ATTEMPT WAS MADE TO TRACE OR MARK THE LOCATION OF UNDERGROUND UTILITIES WHICH WAS OUTSIDE THE SCOPE OF THIS SURVEY.
5. ANY DIMENSIONAL OR OTHER ZONING REQUIREMENTS SHOWN HEREON WERE OBTAINED FROM WWW.MUNICODE.COM AND MAY NOT REFLECT ANY ALTERNATE OR CONDITIONAL REQUIREMENTS APPLICABLE TO THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT CERTIFY TO ANY MATTERS OF ZONING.
6. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 13151 C0089C, EFFECTIVE DATE 05/06/16.
7. THIS SURVEY WAS PREPARED BY LAND ENGINEERING, INC.

REF #: 8009-013
1601 S ZACK HINTON PARKWAY, MCDONOUGH, GEORGIA 30253
OFFICE: (678) 814-4346 FAX: (678) 814-4348
WWW.LAND.ENGINEERING

ABBREVIATIONS

CONC. CONCRETE
DB DEED BOOK
L.I. LAND LOT
N/F NOW OR FORMERLY
N.T.S. NOT TO SCALE
OTP OPEN TOP PIPE
PB PLAT BOOK
PG PAGE
P.O.B. POINT OF BEGINNING
P.O.N. PARCEL IDENTIFICATION NUMBER
P/L PROPERTY LINE
RB REBAR
R/W RIGHT OF WAY
SBL SETBACK LINE
S.F. SQUARE FEET

LEGEND

● IRON PIN FOUND
⊗ WATER VALVE
⊕ FIRE HYDRANT
□ ELECTRIC BOX
⊠ TRANSFORMER
⊞ ELECTRIC METER
⊡ TELEPHONE PEDESTAL

N/F
GOLF OF GEORGIA LP CLUBCORP
070-01010001
ZONING: CITY
DB 11239 PG 309

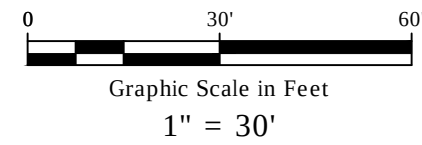
N/F
KING LEE
051F01220000
ZONING: CITY
PB 43 PG 43

LOT 15
N/F
BRUCE & MARY ZERKLE
051F01221000
ZONING: CITY
DB 13359 PG 133

LOT 13
N/F
RAO & RANI R MORAVINENI
051F01219000
ZONING: CITY
DB 11469 PG 172

LOT 14
727 BETHPAGE DRIVE
TAX ID: 051F01220000
23,429 S.F.
0.54 ACRE

POB 1/2" RB
N 1273489.17
E 2286090.94



LAND ENGINEERING

1601 S Zack Hinton Parkway
McDonough, Georgia 30253
T 678.814.4346, F 678.814.4348
www.land.engineering
GA LSF #0946

SEAL:



SURVEYOR'S CERTIFICATION
THE SURVEYOR WHOSE SEAL IS AFFIXED
HEREON CERTIFIES THIS SURVEY WAS
PREPARED IN ACCORDANCE WITH THE
TECHNICAL STANDARDS FOR PROPERTY
SURVEYS IN GEORGIA AS SET FORTH IN
CHAPTER 180-7 OF THE RULES OF THE
GEORGIA BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND
SURVEYORS AND AS SET FORTH IN THE
GEORGIA PLAT ACT O.C.G.A. 15-6-67.

REVISION / ISSUE		
NO.	DATE	DESCRIPTION
1	6-27-16	DATE OF FIELD SURVEY

CLIENT:	PROJECT NAME:
FAIZAL SUPARIWALA	EAGLES LANDING PHASE 9 BLOCK W

SITE LOCATION:
LAND LOT(S): 17
LAND DISTRICT: 6
SECTION:
CITY: STOCKBRIDGE
COUNTY: HENRY
STATE: GEORGIA

SCALE: 1" = 30'	ONE INCH AT FULL SCALE
DRAWN BY: GB	CKD BY: MP
PROJ. NO.: 8009-013	DATE: 7-14-16

SHEET TITLE: BOUNDARY SURVEY	
SHEET: 1	TOTAL SHEETS: 1



ARTIST REPRESENTATION ONLY
OF HOME AT COMPLETION.
BUILDING DESIGNER DOES NOT
CHOOSE INTERIOR NOR EXTERIOR COLORS



A NEW RESIDENCE FOR:
NITESH (Nick) and PRIA PATEL
BUILDING LOT LOCATION:
EAGLES LANDING SUBDIVISION
727 Bethpage Drive
Stockbridge, Georgia 30253

Point of Contact:
Nitesh(Nick) (478) 335-1427

DATE PLANS ARE RELEASED FOR CONSTRUCTION:
Wanda Harvill Smith August, 2021

SHEET INDEX	
A- 1	COVER SHEET
A- 2	BASEMENT PLAN
A- 3	MAIN FLOOR PLAN
A- 4	SECOND FLOOR PLAN
A- 5	FRONT LEFT EXTERIOR ELEVATIONS
A- 6	REAR-RIGHT EXTERIOR ELEVATIONS
A- 7	ROOF ELEVATION
A- 8	CROSS SECTION A-A
A- 9	DETAILS AND NOTES
E- 1	BASEMENT ELECTRICAL PLAN
E- 2	MAIN FLOOR ELECTRICAL PLAN
E- 3	SECOND FLOOR ELECTRICAL PLAN



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PROFESSIONAL BUILDING DESIGNERS
WANDA HARVILL SMITH
PROFESSIONAL MEMBER, AIA - GEORGIA SOCIETY / AIA
RESIDENTIAL ARCHITECTURE AND DESIGN
467 CLETT ROAD
BYRON, GA 31008
OFFICE: (478) 213-9925

DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION DATE:

THIS WORK IS DEDICATED
TO THE GLORY OF GOD
AND THE COMFORT OF THE LIVING
IN SOME CASES THE LORD
IS SOMEWHAT OF A DESIGNER
PSALM 137: 1

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COVER SHEET
SHEET NO. 1 OF 1
DATE: 08/01/2021

A-1

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BASEMENT FOOTING DETAILS

[illegible]



DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION	DATE
----------	------

THIS WORK IS DEDICATED
TO THE GLORY OF GOD,
OUR FATHER, THROUGH HIS SON,
JESUS CHRIST THE LORD.
IS DONE WITH HIS GIFT AND IS ...
"BY HIS DESIGN"

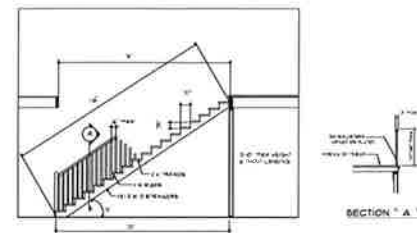
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MAIN FLOOR PLAN

SCALE: AS SHOWN

DATE PLOTTED: 05/05/2011

A-3

[illegible]

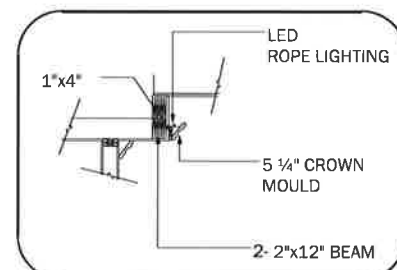
STAIR LAYOUT DIMENSIONS									
SEE FLOOR PLAN FOR ACTUAL NO. OF RISERS / TREADS UP									
STAIR TYPE	NO. OF RISERS	NO. OF TREADS	NO. OF STAIRS	WIDTH OF STAIR TREAD	STAIR RISE	STAIR RUN	STAIR TOTAL WIDTH	STAIR TOTAL RUN	STAIR TOTAL RISE
STAIR 1	10	10	1	10' 0"	8" 0"	10' 0"	10' 0"	10' 0"	80' 0"
STAIR 2	10	10	1	10' 0"	8" 0"	10' 0"	10' 0"	10' 0"	80' 0"
STAIR 3	10	10	1	10' 0"	8" 0"	10' 0"	10' 0"	10' 0"	80' 0"

STAIR DETAILS & SECTION
SCALE: 1/4" = 1'-0"

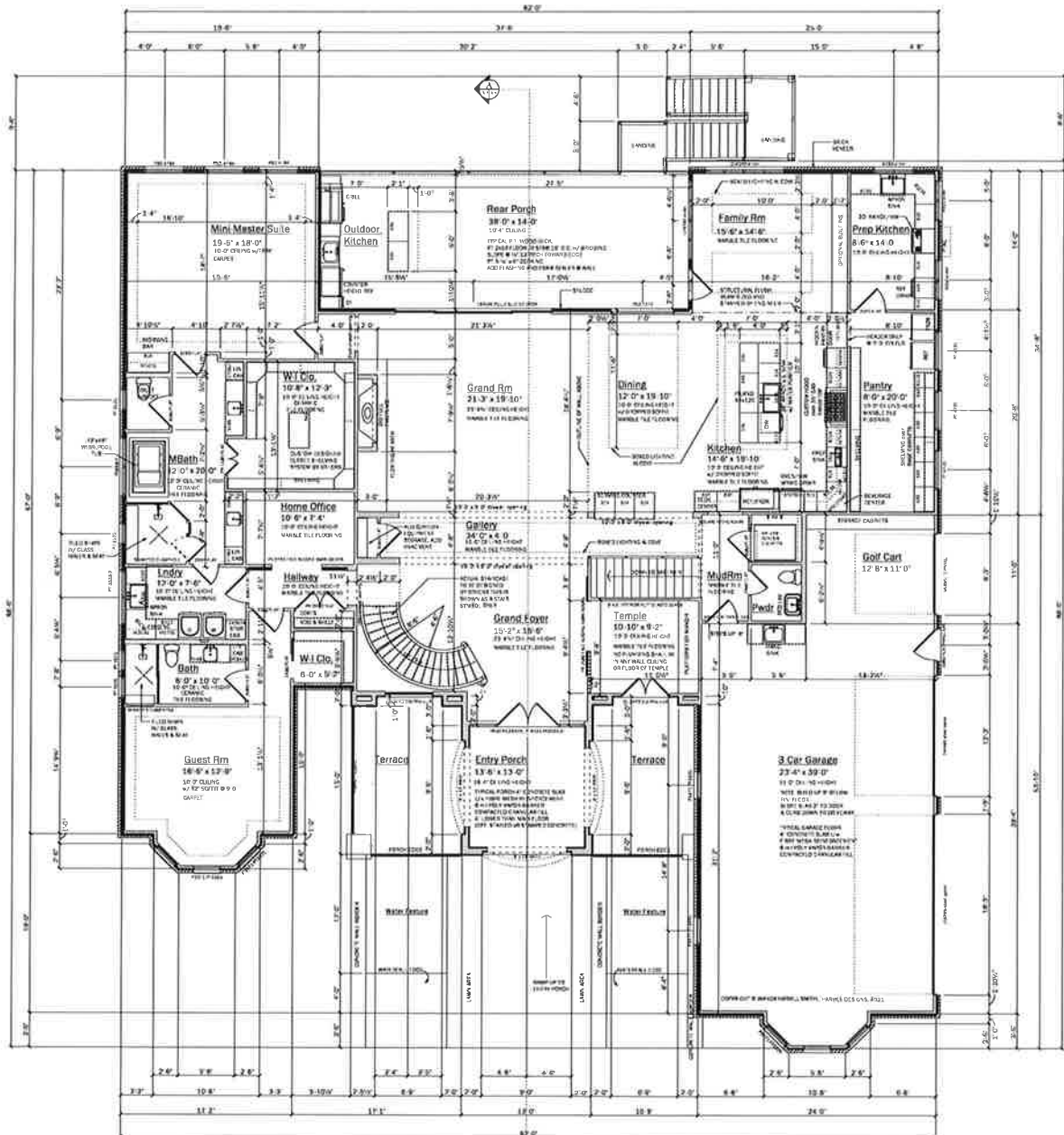
[illegible]

NOTE: PELLA WINDOWS & DOORS
ARE SPECIFIED AND
RECOMMENDED
NOTES:
CASEMENT
SID. GRILLES
CHECK w/ SUPPLIER FOR
ACTUAL OPENING SIZES

AREA SCHEDULE	
NAME	AREA
MAN'S LOBBY PLAN	3809.2 sq. ft.
SECOND FLOOR PLAN	2731.2 sq. ft.
TOTAL MAIN FLOOR HEATED	6540.4 sq. ft.
BASEMENT	2901.2 sq. ft.
TOTAL HEATED COMPLETION	9441.6 sq. ft.
GARAGE/STORAGE	1118.2 sq. ft.
ENTRY PORCH	130.6 sq. ft.
REAR PORCH	514.7 sq. ft.
BORNEALL PORCH	197.9 sq. ft.
LOWER REAR PORCH	373.0 sq. ft.
FUTURE THEATRE RM	881.2 sq. ft.
BIDYWAY STORAGE	936.3 sq. ft.



TRAYED CEILING DETAIL 2 STEP
 8/14/12 1:20 PM - 1/1/13



MAIN FLOOR PLAN
SCALE: 1/4" = 1' 0"



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PROFESSIONAL MEMBER, AIA - GEORGIA SOCIETY AIA
RESIDENTIAL ARCHITECTURE AND DESIGN
467 CUETT ROAD
BYRON, GA 31008
OFFICE: (478) 213-9925

DESIGNED FOR:
NITESH (NICK) and PRIYA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION DATE:

THIS WORK IS DEDICATED
TO THE LORD OF THE UNIVERSE
AND HIS SON JESUS CHRIST
WHO GAVE US LIFE AND
SAVED US FROM ALL OUR
SINS.
PSALM 127:1

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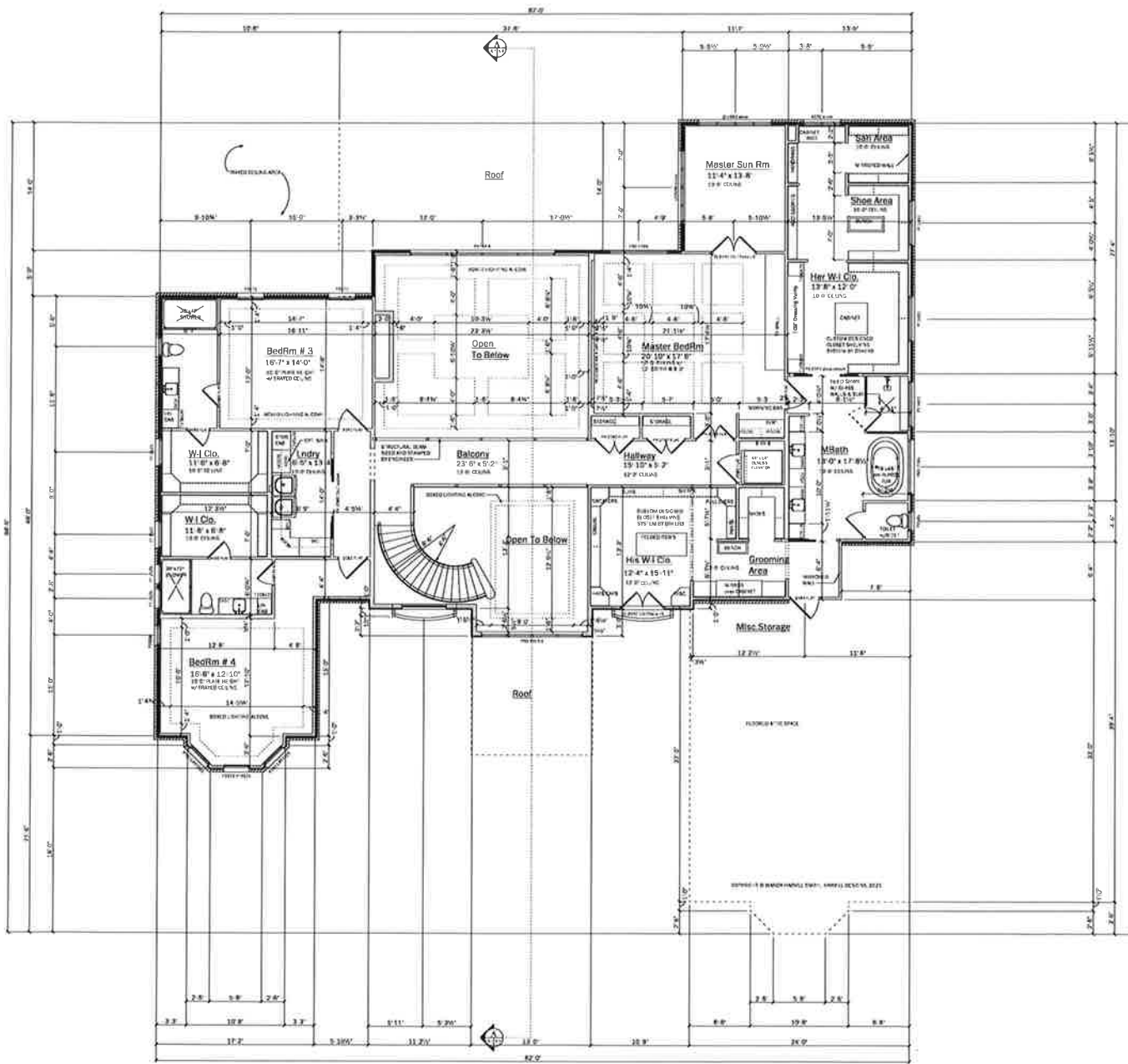
SECOND FLOOR PLAN

SCALE: AS SHOWN

DATE PRINTED: 8/24/2021

A-4

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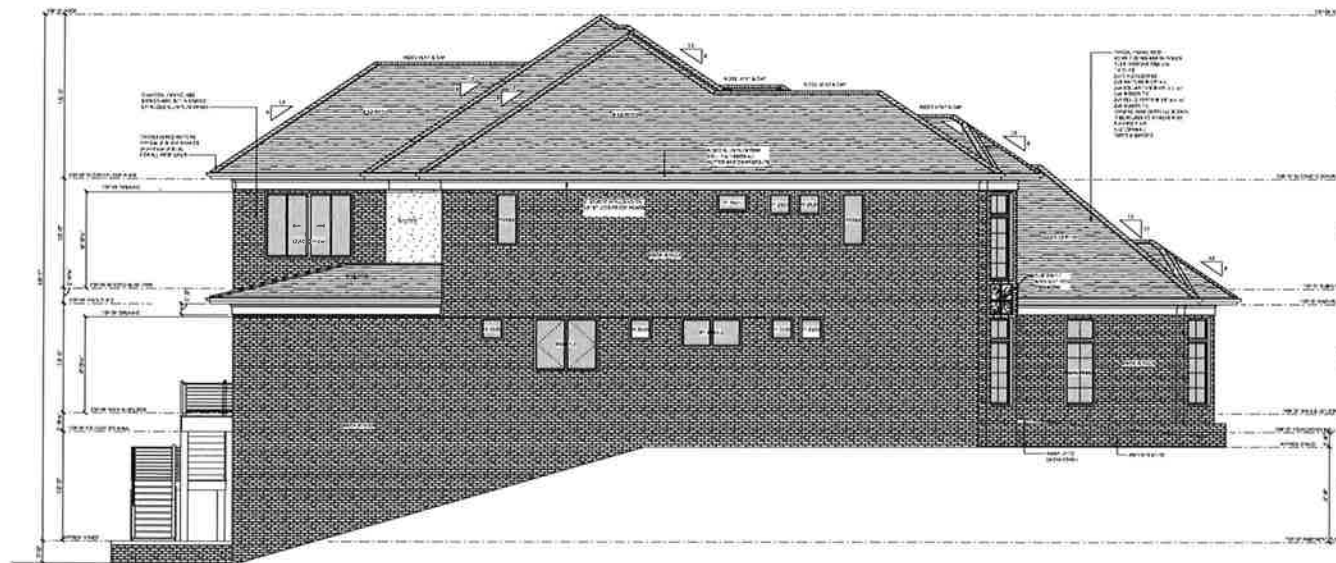
SECOND FLOOR OPENING SCHEDULE		
PRODUCT CODE	SIZE	COUNT
24801.141	7'4" x 8'0"	4
02-24801.151.15.15.15.15	4'8" x 8'0"	1
24801.141	7'0" x 8'0"	8
PR-20801.141	6'0" x 8'0"	8
24801.141	7'0" x 8'0"	1
02-24801.151.15.15.15.15	15'0" x 8'0"	1
P2080	7'1" x 8'0"	1
P2420	7'1" x 8'0"	2
P2421	8'1" x 1'0"	3
P2424	12'0" x 7'0"	1
P2424	11'0" x 6'11"	1
02-24801.151.15.15.15.15	4'8" x 8'0"	2
P2420	7'1" x 8'0"	2
P2421	2'1" x 1'0"	2
P2424	11'0" x 6'11"	1
P2424	6'0" x 7'0"	1
P2421	2'1" x 1'0"	2
02-24801.151.15.15.15.15	4'8" x 8'0"	1
PR-20801.141	6'0" x 8'0"	1
P2421	2'1" x 1'0"	2
P2424	11'0" x 6'11"	1
P2424	6'0" x 7'0"	1
P2421	2'1" x 1'0"	2

NOTE: FILLER WINDOWS & DOORS
ARE SPECIFIED AND
ALCOHOLIC
NOTES
CHECK UP SUPPLIER FOR
ACTUAL OPENING SIZES

SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE 1/4" = 1'-0"



LEFT ELEVATION
SCALE 1/4" = 1'-0"



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 467 CLETT ROAD
 BYRON, GA 31008
 OFFICE: (478) 213-9925

DESIGNED FOR:
 NITESH (NICK) and PRIA PATEL
 215 Eagles Landing Way
 McDonough, Georgia 30253

REVISION DATE:

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PROJECT: 215 EAGLES LANDING WAY
 FRONT-LEFT ELEVATION
 SCALE: AS SHOWN
 DATE PRINTED: 06/20/2018
A-5

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REAR ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"



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WANDA HARVILL SMITH
PROFESSIONAL ARCHITECTURE AND DESIGN
467 CLETTY ROAD
BYRON, GA 31008
OFFICE: (478) 213-9925

DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION DATE:

REVISION	DATE

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P. 10/14/17

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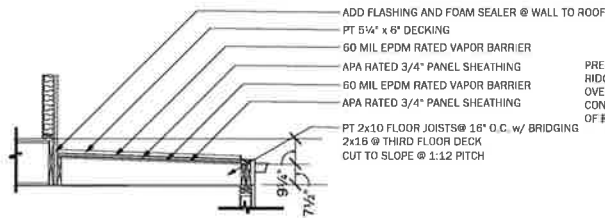
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P. 10/14/17

REAR RIGHT ELEVATIONS

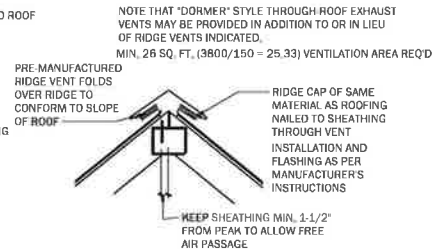
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DATE: 10/14/17

A-6

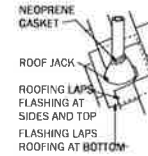
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P. 10/14/17



TYPICAL FLAT ROOF DECK



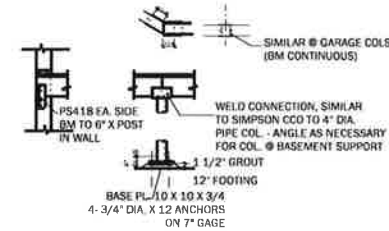
RIDGE VENT



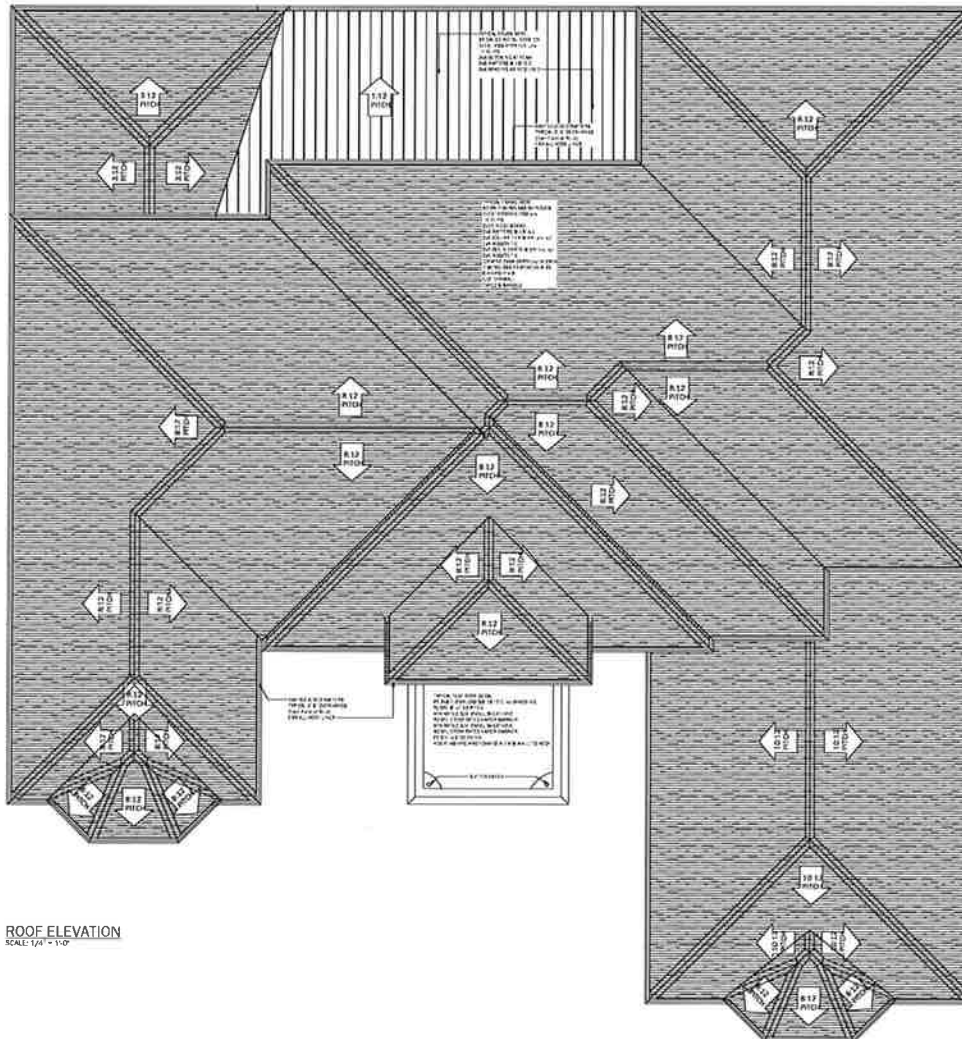
ROOF JACKS AND VENTS

ROOF DETAILS AND CONNECTORS

SCALE 3/4\"/>



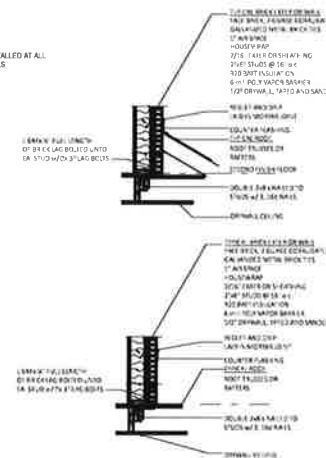
BEAM CONNECTIONS w/ CONNECTOR PLATES



ROOF ELEVATION
SCALE 1/4\"/>

TYPICAL FRAME ROOF NOTES:

1. MAIN ROOF SHALL BE 40% FIBERGLASS SHIMLED 1/2\"/>



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PROFESSIONAL BUILDING DESIGNERS
WANDA HARVILL SMITH
 PROFESSIONAL MEMBER AIA - GEORGIA SOCIETY AIA
 RESIDENTIAL ARCHITECTURE AND DESIGN
 467 CLETT ROAD
 BYRON, GA 31008
 OFFICE: (478) 215-9925

DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
 215 Eagles Landing Way
 McDonough, Georgia 30253

REVISION **DATE:**

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ROOF ELEVATION
 SCALE: AS SHOWN
 DATE PRINTED: 10/20/2021

A-7



DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

REVISION DATE:

THIS WORK IS DEDICATED
TO THE GLORY OF GOD,
OUR FATHER; THROUGH HIS SON,
JESUS CHRIST THE LORD;
AS DONE WITH HIS GIFT AND BY
"BY HIS DESIGN"
PSALM 127 : 1

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HARVILL DESIGNS

CROSS SECTION SHEET

A-8

[illegible]

SCALE: 3/16" = 1'-0"

ALL WALL FOOTINGS AS PER PLANS AND DETAILS,
OOTINGS BASED ON A SOIL BEARING CAPACITY
F 2000 PSF.
CONCRETE FOR FOOTING SHALL BE 2500 PSI MIN.
N 28 DAYS, UNLESS NOTED OTHERWISE.
ALL CONCRETE EXPOSED TO WEATHER (FOUNDATION
WALLS, EXTERIOR SLABS, ETC.) SHALL BE 3000 PSI
MIN. IN 28 DAYS.

VERTICAL THICKENED SLAB FOOTINGS WHICH OCCUR IN BASEMENT OR "SLAB ON GRADE" SHALL BE 12" DEEP BY 16" WIDE WITH 2 - #4's CONTINUOUS, UNLESS NOTED OTHERWISE. ALL REBAR SPLICES SHALL BE A MINIMUM OF 2'-0" UNLESS NOTED OTHERWISE. CHIMNEY FOOTINGS ARE 12" LARGER THAN FOOTPRINTS BY 12" THICK.

WALLS BACK FILLED WITH DIRT SUPPORTING FRAMING ABOVE -

FOR EARTH FILL UP TO 4' MAX. HEIGHT - USE 10" CMU,
10" BRICK, OR 10" CONC. WITH BITUTHANE MEMBRANE
(OR EQUAL) WATERPROOFING ON EXTERIOR. SEE
FOUNDATION DETAILS FOR FOOTING SIZES.

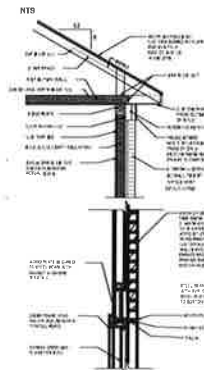
FOR EARTH FILL #4 AND HIGHER UP TO A MAX. OF 9'-USE 8"x24" (MIN.) FOOTING WITH #4 DOWELS AT 16" O.C., HOOKED IN FOOTING AND PROJECTING 18" ABOVE FOOTINGS; FOR 12" CMU WALLS USE #4 VERTICAL BARS AT 16" O.C. LOCATED 4" FROM NON-DIRT FILL FACE, LAP ALL SPICES 12" AND USE DUB-O-WALL HORIZONTAL REINFORCING EVERY 8" IN CMU JOINTS. INSTALL 1 #3 L-BAR WITH 24" LEGS IN EVERY OTHER JOINT HORIZONTALLY AT ALL CORNERS, I.E., #3 CORNER BARS AT 16" O.C. VERTICALLY, FILL ALL OPEN CELLS ON CMU WALL WITH TYPE "S" OR "M" MORTAR OR FILL WITH 2500 PSI CONCRETE. INSTALL WATERPROOF BITUTHENE MEMBRANE OR EQUAL.

OR RETAINING WALLS WITHOUT FRAMING SEE SPECIAL DESIGNS ON DRAWINGS.

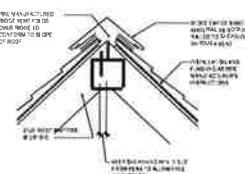
10 POINT LOADS FROM ROOF BRACES, JACK STUDS, BEAM SUPPORTS - WEATHER WOOD OR STEEL - CAN BEAR ON SHEATHING ALONE. BLOCKING EQUAL TO OR BETTER THAN THE POINT LOAD SUPPORT ABOVE MUST BE CARRIED THROUGH ALL CONSTRUCTION TO THE FOUNDATION.

LATES SHALL BE ANCHORED TO FOUNDATION WITH 5/8" HOT DIPPED GALV. BOLTS, SPACED 6'-0" O.C. AND NO MORE THAN 12" FROM CORNERS. BOLTS SHALL BE IMBEDDED A MIN. OF 15" INTO MASONRY AND 7" INTO CONCRETE.

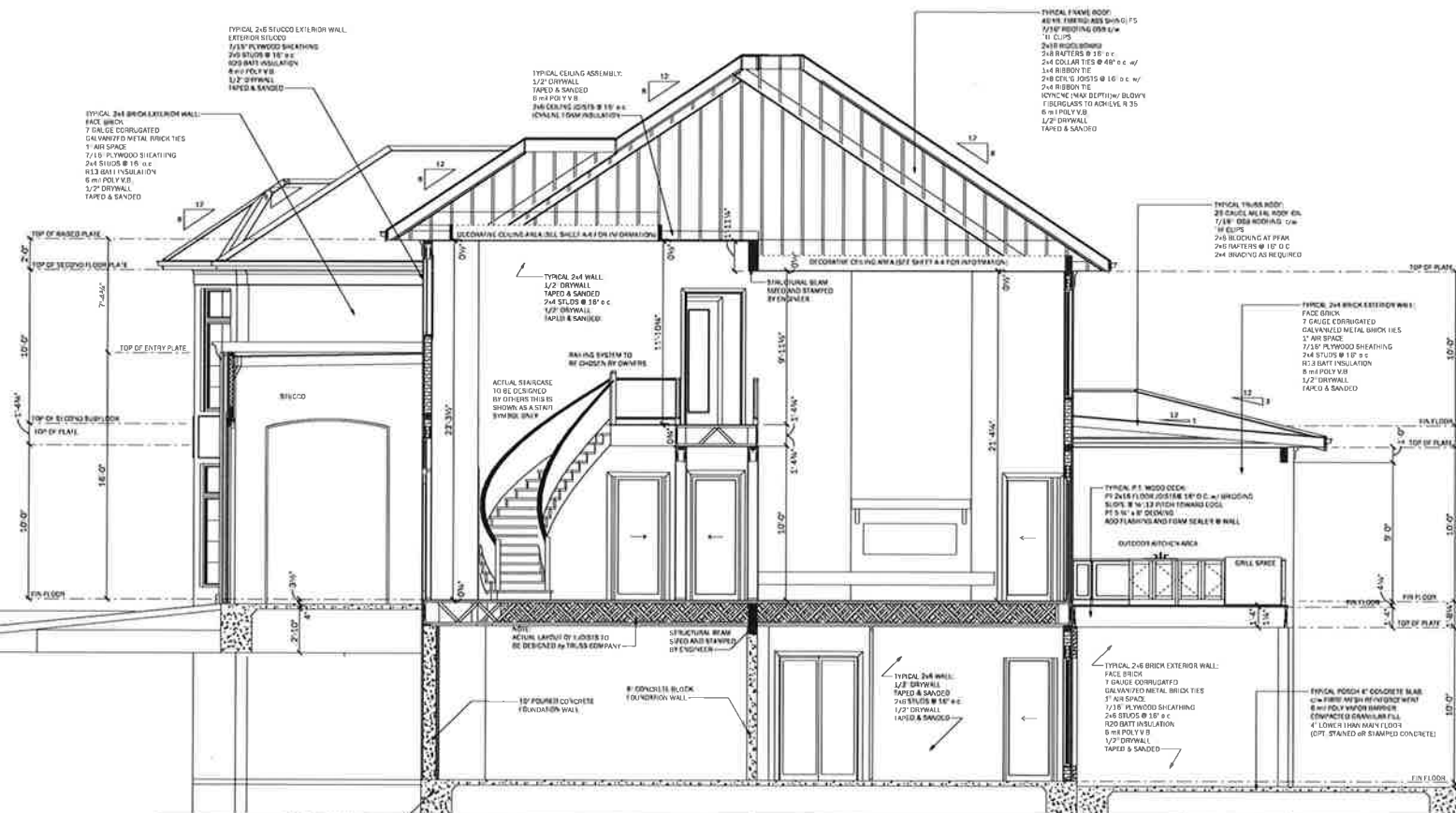
FULL PERIMETER FRENCH DRAIN TO COLLECT
WATER FROM GUTTERS & DOWNSPOUTS



GARAGE DOOR HEADER DETAIL



RIDGE VENT



NOTE:
CONTRACTOR SHALL ADD EXPANSION JOINTS
w/ FOAM FILLER NO LESS THAN 8'-0" TO 12'-0" APART

NOTE:
THOSE FOOTINGS DEPTHS AND BASEMENT
WALL HEIGHTS MAY VARY WITH GRADE
CHECK w/ LOCAL BUILDINGS CODES



CROSS SECTION A-A
SCALE 1/8" = 1'-0"

[illegible]

GENERAL FRAMING NOTES

- 1. Unless otherwise noted, all framing material to be #2+BTR, Spruce
- 2. Floors, walls, ceilings and rafters to be 16" O.C. unless otherwise noted, Provide fire-blocking where applicable.
- 3. Unless otherwise noted, all bearing wall headers to be min. 2-ply 2x10. All headers to have adequate bearing on each end or as specified,
- 4. All flush beams / headers to be installed with heavy duty galvanized hangers. Provide Galvanized Hangers and anchors where applicable to all joists connected to beams
- 5. Double up floor joist under walls that run parallel to floor joist and under bathtubs. Floors getting ceramic tile shall be verified for load capacity.
- 6. Provide blocking / bridging in floor joists @ 8' O.C., Use solid blocking in floor joists under all bearing walls,
- 7. Provide insulation baffles at eave vents between rafters, Install draft blocking as needed.
- 8. Unless otherwise noted, Roof and Walls to have a min. 7/16" R3 ZIP BOARD INSULATED exterior sheathing grade, Plywood to cover over plates and headers.
- 9. Unless otherwise noted, 3/4" T&G Fir or Advantech plywood to be adhered to joist w/ PL400 adhesive and screwed to floor joists for sub flooring. Finished floor to be installed over as per manufacturers instructions.
- 10. All bathroom walls to have 1/2" moisture resistant sheetrock, Garage Walls and ceilings to have 5/8" Type-X sheetrock, Unless otherwise noted, rest of building to have 1/2" regular sheetrock, All sheetrock to be taped and finished.
- 11. All roofs with a pitch of less than 4:12 shall be installed with Ice & Water Barrier or approved equal,
- 12. Sill plates to be pressure treated. Use with sill gasket and cop-r-tex or approved equal termite shield. Plates to be anchored to foundation with a minimum 1/2" dia.x7' long anchor bolts @ 6' O.C. and w/ 1' of ends and corners.

GENERAL CONSTRUCTION NOTES:

- 1. The information on this set of construction documents is related to basic design intent and framing details. They are intended as a construction aid, not a substitute for generally accepted good building practice and compliance with current Georgia State building codes. The General Contractor is responsible for providing standard construction details and procedures to ensure a professionally finished, structurally sound and weatherproof completed product.
- 2. The General Contractor is responsible for ensuring that all work and construction meets current federal, state, county and local codes, ordinances and regulations, etc. These codes are to be considered as part of the specifications for this building and should be adhered to even if they are in variance with the plan.
- 3. Dimensions shall take precedent over scale drawings (do not scale drawings).
- 4. The designer has not been engaged for construction supervision and assumes no responsibility for construction coordinating with these plans, nor responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. There are no warranties for a specific use expressed or implied in the use of these plans.
- 5. Refer to floor plans, exterior elevations, and window & exterior door schedule for types and sizes of windows and exterior doors.
- 6. General Contractor is to ensure that masonry and fireplace construction meets or exceeds all manufacturers specifications and applicable codes.
- 7. General Contractor to consult and coordinate with the owner for all built in items such as bookcases, shelving, pantry, closets, trim, etc.
- 8. Wind load required connections shall be taken into account during construction. The wind protection page should be reviewed prior to starting.

GENERAL HVAC SYSTEM NOTES

- 1. Mechanical subcontractor is responsible for adhering to all applicable codes and safety requirements.
- 2. HVAC subcontractor is to fully coordinate all system data and requirements with the equipment supplier.
- 3. HVAC subcontractor to provide final system layout drawing and submit it to General Contractor, owner and equipment supplier for final review and approval.

GENERAL FOUNDATION NOTES

- 1. General Contractor & Mason to review plans, elevations and details to determine Intended heights of finished floor(s) above typical grade.
- 2. All footing to rest on undisturbed (virgin) soil.
- 3. Provide 1/2" expansion Joint material between concrete slabs and abutting concrete or masonry walls occurring in exterior or unheated interior areas.
- 4. Any new concrete walls being attached to existing (if any) concrete structure to be installed with #4 re-bar, 18" long @ 12" O.C. Use approved epoxy for installation.
- 5. Unless otherwise noted, all slabs on grade to be 3000 psi. Concrete on 4" sand or gravel fill with 6x6 wire mesh reinforcing. Interior slabs to be placed on 8 mil. polyethylene vapor barrier. Foundation Slab to be a minimum of 3-1/2" thick.
- 6. Provide a crawl space(if chosen) with one 8x16 cast iron foundation vent for every 150 square feet of area.
- 7. Provide minimum 18"x24" access opening to crawl space area (if chosen).
- 8. Dampproof exterior of foundation with bituminous coating as per Ga. code. A 6-mil polyethylene film shall be applied over the below grade portion of exterior foundation walls prior to backfilling.
- 9. Drainage to be provided as per Ga. residential code

GENERAL PLUMBING NOTES

- 1. All water supply, drainage and venting to be as per Ga. Residential Construction Code
- 2. Verify septic system with Engineer for Local County Health Department approval.
- 3. If wall studs, plates or joists are cut out during installation for any plumbing related work, provide adequate bracing and plates to protect and secure the structure. Verify with the state code and manufacturers recommendation for maximum hole size and spacing permitted.

GENERAL ELECTRICAL NOTES

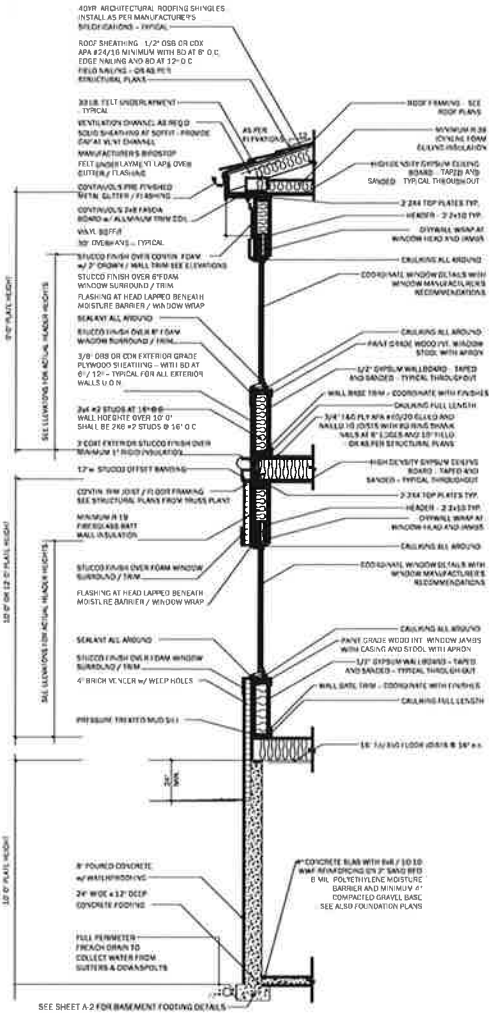
- 1. All electrical to be as per Ga. Residential Construction Code.
- 2. All electrical work shall be underwriters approved.
- 3. Smoke detectors to be located throughout as per Ga. Residential Construction Code. Provide a minimum of 1 Carbon Monoxide Detector in building.

MINIMUM CONSTRUCTION DOCUMENTS HAVE BEEN DESIGNED TO MEET THE MINIMUM LINE (MIN) CRITERIA BELOW			
USE	LINE LOAD	USE	LINE LOAD
ALL FLOORS EXCEPT SLEEPING ROOMS	40 PSF	CEILING FINISHES	10 PSF
SLEEPING ROOMS	30 PSF	CALCULATED & HANDWRITTEN	200 PSF
PASSENGER GARAGE	50 PSF	CEILING	10 PSF
CEILING (NO STORAGE)	10 PSF	EXTERIOR BALCONIES	60 PSF
HOOD	10 PSF	SNOW LOAD	

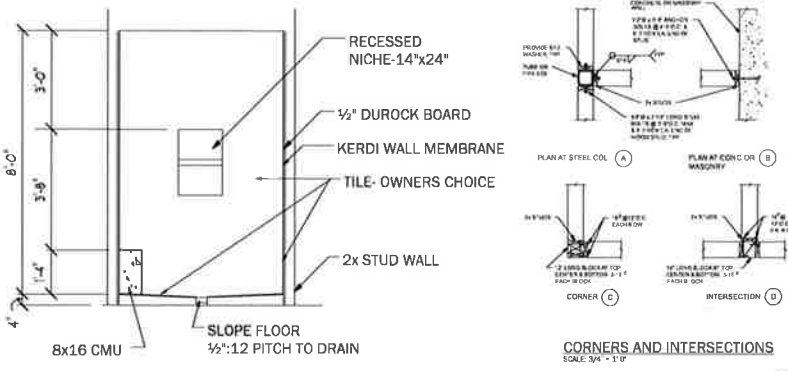
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA									
GROUND LOAD	WIND SPEED CATEGORY	SEISMIC CATEGORY	WEATHERING	FROST LINE DEPTH	TERMITES	DECK	WATER DESIGN	CEILING DESIGN	FLOOD HAZARDS
15.0 PSF	SF3	B	SEVERE	4 FT.	SLIGHT TO MODERATE	SLIGHT TO MODERATE	SL	NONE	-

BUILDING CONSTRUCTION REQUIREMENTS	
ALL ANCHORS, FASTENING, DRINKING AND GENERAL CONSTRUCTION TO BE ASSEMBLED AS PER GA. RESIDENTIAL CONSTRUCTION CODE. REFER TO THE FOLLOWING MANUALS FOR ADDITIONAL CONSTRUCTION REQUIREMENTS	
1100 20 Wood Frame Construction Manual for One and Two Family Dwellings	
5500 40 42 Standard for Hurricane-Resistant Construction	
NOTE: 1. IF (UNLESS) FROM 7.0A, Minimum Design Loads for Buildings and Other Structures	

MAXIMUM ALLOWABLE SPAN FOR HEADERS					
BUILTUP TWO-PLY WOOD WALLS					
WALL TYPE	WALL TYPE	WALL TYPE	WALL TYPE	WALL TYPE	WALL TYPE
2x4	2x6	2x8	2x10	2x12	2x14
10'-0"	12'-0"	14'-0"	16'-0"	18'-0"	20'-0"
2x4	2x6	2x8	2x10	2x12	2x14
10'-0"	12'-0"	14'-0"	16'-0"	18'-0"	20'-0"
2x4	2x6	2x8	2x10	2x12	2x14
10'-0"	12'-0"	14'-0"	16'-0"	18'-0"	20'-0"



TYPICAL TWO STORY WALL SECTION



SHOWER SECTION

HARVILL DESIGNS

PROFESSIONAL BUILDING DESIGNERS

WANDA HARVILL SMITH

PROFESSIONAL MEMBER AIA - GEORGIA SOCIETY AIA

RESIDENTIAL ARCHITECTURE AND DESIGN

467 CLETT ROAD

BYRON, GA 31008

OFFICE: (478) 213-9925

DESIGNED FOR:

NITESH (NICK) and PRIA PATEL

215 Eagles Landing Way

McDonough, Georgia 30253

REVISION

DATE:

THIS DRAWING IS DEDICATED TO OUR FATHER, THROUGH HIS SON, WE HOPE TO INSPIRE THE WORLD TO BE A BETTER PLACE.

PHILIP 1:27-1

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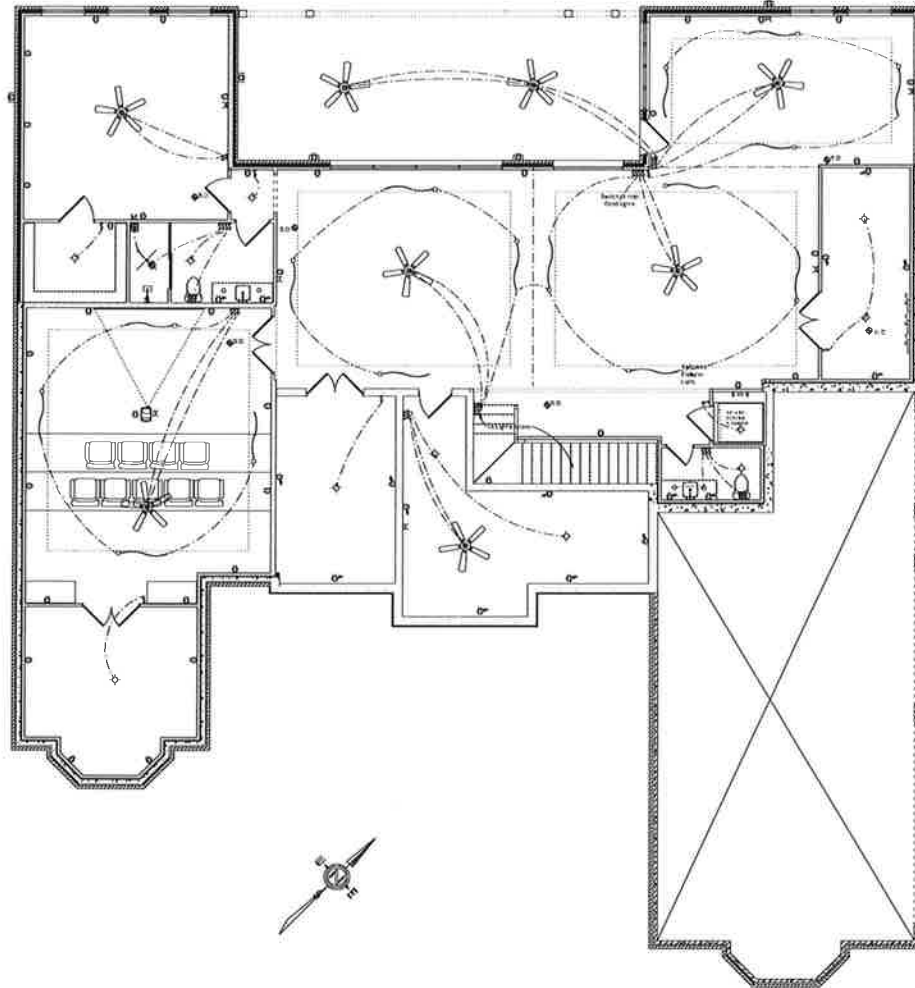
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DATE PRINTED: 4/24/2021

DETAILS AND NOTES

SCALE: AS SHOWN

A-9



BASEMENT PLAN - ELECTRICAL
SCALE: 1/4" = 1'-0"

BASEMENT ELECTRICAL LEGEND		
ELECTRICAL	COUNT	SYMBOL
80 CFM Exhaust Fan	3	
Refrigerator 5 blades w/ light kit	2	
Refrigerator 5 blades w/ light kit	6	
Recessed Miniature Rotomax	1	
LED recess lighting	18	
1 Light Mini Pendant	4	
ELKQ 200	3	
Recessed Miniature Rotomax	1	
Table Lx	8	
Light	13	
Outlet	37	
Outlet gfi	10	
Smoke detector	5	
Switch	5	
Switch double	1	
Switch triple	4	
Switch single	3	
Weatherproof outlet box	6	

- NOTES:**
00 501 SCALE (PLAN)
- THIS IS A REPRESENTATION OF SUGGESTED LAYOUT FOR LIGHTING AND ELECTRICAL SYMBOLS FOR EXAMINING ONLY. OWNERS TO WORK WITH INTERIOR DESIGNER FOR ACTUAL PLACEMENT AND LOCATION OF SWITCHES, LIGHTS, ETC.
 - THESE SYSTEMS SHALL BE INSTALLED BY CERTIFIED CONTRACTORS AS PER OWNERS NEEDS. SECURITY/INTEGRATION G2 INNOVATION AND CHAIR WIRING SWARTZ HOTEL PACKAGE GAS LINE FOR WALL COOKTOP, OUTSIDE GRILL.
 - PROVIDE ELECTRICAL SERVICE FOR OUTDOOR LIGHTING OUTSIDE OWNER'S FOR AMOUNT TO BE INSTALLED.



HARVILL DESIGNS
PROFESSIONAL BUILDING DESIGNERS
WANDA HARVILL SMITH
PROFESSIONAL, MEMBER AIA - GEORGIA SOCIETY AIA
RESIDENTIAL ARCHITECTURE AND DESIGN
467 CLETT ROAD
BYRON, GA 31008
OFFICE: (478) 213-9925

DESIGNED FOR:
NITESH (NICK) and PRIA PATEL
215 Eagles Landing Way
McDonough, Georgia 30253

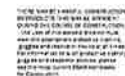
REVISION	DATE

THIS WORK IS DEDICATED
TO OUR FATHERS, THROUGH HIS SON,
IS DEDICATED
"MY FATHER'S DESIGN"
PSALM 127: 1

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ISSUED FOR
BASEMENT ELECTRICAL
SCALE: AS SHOWN
DATE PROVIDED APPROVED
E-1

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RECEIVED
MAR 24 REC'D
City Clerk's Office
City of Stockbridge

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Commissions of the City of Stockbridge. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Stockbridge and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Frangela K. Merritt

Occupation: Telecommunications Manager

Employer: AT&T

Home Address: 1301 Winwood Drive

City: McDonough

Zip: 30253

Home Phone: [REDACTED]

Home E-Mail: [REDACTED]

Work Phone: [REDACTED]

Work E-Mail: [REDACTED]

Cell Phone: [REDACTED]

Preferred E-Mail:

☒ Home

☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

Not applicable

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
If applying for the Main Street Advisory Board, which position? Not applicable
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 17 Years 7 Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

N/A

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

N/A

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

As a citizen for almost two decades, I believe I will have a lot to offer to The City. I am also working to be more involved in civics and to be a greater part of our growth. Lastly, as I consider operating my business in The City of Stockbridge, I desire to be vested.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Public Facilities Authority and
Ethics Board Committee

- k) Please attach a Resume of Qualifications for the Board position for which you are applying.

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge. I understand a Criminal Background Check will be completed if I am considered to go before the Mayor & Council prior to being appointed.


Signed via SignitexDocs.com
Key: 5d6c54270-4a8e-9076-8700224e8477

Signature

Frangela K Merritt

Printed Name

03/24/2022

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov



PROFILE

A coding enthusiast proficient in Python with strong leadership skills. Passionate about community and local, state and federal government affairs, law, professional growth and development. Possess advance to expert knowledge and experience in network real estate, civil law, airline operations, aviation operations, non-profits, project management, program management and political campaign management.

CONTACT



ASSOCIATIONS & LEADERSHIP

Owner, Katmill Enterprises, LLC

Georgia Office of Dispute Resolution registered member

Board Member Chair and President/CEO of The Network BICP, Atlanta Chapter an AT&T Employee Resource Group and 501(c)(3) organization

Obama for America
National Organizing Fellow Alumna

Georgia Association of Paralegals

National Association of Legal Assistants

Gate City Bar (Former Member)

Problem-solver
Proficient in project and program management
Thorough in presentation
Great with follow through
Subject Matter Expert
Good leadership qualities on special projects

FRANGELA K. MERRITT, MBA, MPA Telecom Manager/DEI Leader/Trained Negotiator

EDUCATION

South Carolina State University
Bachelor of Arts - Political Science, Pre-Law

Clayton College and State University
Post-Baccalaureate Certificate – Paralegal Studies

Keller Graduate School of Management at DeVry University
MBA – Master of Business Administration
MPA – Master of Public Administration

University of Georgia, J.W. Fanning Institute for Leadership Development
Graduate, Certificate – General Civil Mediation Training and Practicum

WORK EXPERIENCE

AT&T, Inc. Sr. Specialist – Network Lease NEO Tower Strategy & Roaming
2013-present

Cell tower and small cell network real estate asset management. cRAN/Small cell subject matter expert. ILEC/CLEC affiliate relations SME. Adhere to all Federal, State regulations, including accounting authorities. A D&I evangelist. Lead an AT&T Employee Resource Group. Have led and completed ~24 projects. Created, implemented and completed a local Executive Fellows Program for the EG.

The Law Office of E. Noreen Banks-Ware, PC, Paralegal
2009-2013

Senior level paraprofessional of law. Expertise in State level court system (civil and administrative law).

Shana M. Rooks & Associates, LLC, Paralegal
2006-2009

Senior level paraprofessional of law. Expertise in State level court system, some Federal, including U.S. Court of Appeals for the 6th Circuit.

Delta Air Lines, Inc. ASR IV, Flight Operations
1998-2006

Began career as an airport customer service agent. Promoted to 1st level manager as a fleet research and development specialist.

SKILLS

6σ Green Belt Certification
Nanodegree, Data Analyst (Udacity)
Legal Research and Writing
Notary Public for the State of Georgia
Proficient in MS Office products
Mediator/Neutral



TO: City of Stockbridge Mayor and Council
FROM: Roger Custin, Downtown Development Authority Chair 
SUBJECT: Nomination for Open DDA Positions
DATE: April 5, 2022
CC: Downtown Development Authority Nominating Advisory Committee
Vanessa Holiday, City Clerk

Mayor and Council:

The Advisory Committee met to review applicants for the open DDA board member position. The DDA Nominating Advisory Committee members are:

Barbara Richardson, Springwell Financial Solutions
Linda Jones, C & L Family Salon
Eileen Thorne, SPN Herbs Wellness Center

The members met via Zoom on April 5, 2022, at 6:30 P.M. and offered the following recommendations for the three open DDA positions:

Open board position Frangela K. Merritt

I respectfully request that the Mayor and Council take the committee's recommendation under consideration during the vote to fill these DDA positions.

Please let me know if there are any questions.

STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY



TO: City of Stockbridge Mayor and Council
FROM: Roger Gustin, Downtown Development Authority Chair
SUBJECT: Nomination for Open DDA Positions
DATE: April 5, 2023
CC: Downtown Development Authority Nominating Advisory Committee
Vanessa Holiday, City Clerk

Mayor and Council:

The Advisory Committee met to review applicants for the open DDA board member position. The DDA Nominating Advisory Committee members are:
Barbara Richardson, Springfield Financial Solutions
Linda Jones, C & L Family Salon
Elisen Thorne, SPN Health Wellness Center

The members met via Zoom on April 5, 2023, at 8:30 P.M. and offered the following recommendations for the three open DDA positions:

Open board position: Priscilla K. Merrill

I respectfully request that the Mayor and Council take the committee's recommendation under consideration during the vote to fill these DDA positions.

Please let me know if there are any questions.



PROFILE

A coding enthusiast proficient in Python with strong leadership skills. Passionate about community and local, state and federal government affairs, law, professional growth and development. Possess advance to expert knowledge and experience in network real estate, civil law, airline operations, aviation operations, non-profits, project management, program management and political campaign management.

CONTACT

PHONE:

PROFESSIONAL PROFILE:

[linkedin.com/in/frangelak](https://www.linkedin.com/in/frangelak)

EMAIL:

ASSOCIATIONS & LEADERSHIP

Owner, Kattill Enterprises, LLC

Georgia Office of Dispute Resolution registered member

Board Member Chair and President/CEO of The NETWORK BICP, Atlanta Chapter an AT&T Employee Resource Group and 501(c)(3) organization

Obama for America
National Organizing Fellow Alumna

Georgia Association of Paralegals

National Association of Legal Assistants

Gate City Bar (Former Member)

Problem-solver
Proficient in project and program management
Thorough in presentation
Great with follow through
Subject Matter Expert
Good leadership qualities on special projects

FRANGELA K. MERRITT, MBA, MPA Telecom Manager/DEI Leader/Trained Negotiator

EDUCATION

South Carolina State University

Bachelor of Arts - Political Science, Pre-Law

Clayton College and State University

Post-Baccalaureate Certificate – Paralegal Studies

Keller Graduate School of Management at DeVry University

MBA – Master of Business Administration

MPA - Master of Public Administration

University of Georgia, J.W. Fanning Institute for Leadership Development

Graduate, Certificate – General Civil Mediation Training and Practicum

WORK EXPERIENCE

AT&T, Inc. Sr. Specialist – Network Lease NEO Tower Strategy & Roaming

2013-present

Cell tower and small cell network real estate asset management, cRAN/Small cell subject matter expert, ILEC/CLEC affiliate relations SME, Adhere to all Federal, State regulations, including accounting authorities, A D&I evangelist. Lead an AT&T Employee Resource Group. Have led and completed ~24 projects. Created, implemented and completed a local Executive Fellows Program for the EG.

The Law Office of E. Noreen Banks-Ware, PC, Paralegal

2009-2013

Senior level paraprofessional of law. Expertise in State level court system (civil and administrative law).

Shana M. Rooks & Associates, LLC, Paralegal

2006-2009

Senior level paraprofessional of law. Expertise in State level court system, some Federal, including U.S. Court of Appeals for the 6th Circuit.

Delta Air Lines, Inc. ASR IV, Flight Operations

1998-2006

Began career as an airport customer service agent. Promoted to 1st level manager as a fleet research and development specialist.

SKILLS

6σ Green Belt Certification
Nanodegree, Data Analyst (Udacity)
Legal Research and Writing
Notary Public for the State of Georgia
Proficient in MS Office products
Mediator/Neutral



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 11, 2022

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./PUBLIC WORKS
- ☐ FUND BALANCE
- ☒ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: DECIUS AARON—DIRECTOR

DEPARTMENT: PUBLIC WORKS—PUBLIC WORKS DEPT.

ITEM/PROJECT/EVENT:

Public Works is asking Council to approve Change Order #1 for the modification of the traffic signals and the use of the alternate bid pricing for Street Print crosswalks in the amount of \$292,181.85.

BACKGROUND INFORMATION:

Change Order No. 1 for the City of Stockbridge's "East Atlanta Road / Lee Street Roadway Improvements" project will add \$202,511.85 to this contract for traffic signal modifications and \$89,670.00 for the use of the alternate bid pricing for "STREETPRINT" crosswalks and will increase the contract amount by \$292,181.85. The current contract value is \$2,644,451.02 and with this Change Order, if approved by the City Council, will revise the contact value to \$2,936,632.87.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 292,181.85

ATTACHMENTS: 



**CITY OF STOCKBRIDGE
EAST ATLANTA ROAD / LEE STREET
ROADWAY IMPROVEMENTS
ITB NO.: 2021-0003**

**CHANGE ORDER
NO. 1**

Date of Issuance: March 23, 2022

Effective Date: April 11, 2022

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB NO.: 2021-0003

Project: EAST ATLANTA ROAD / LEE STREET
ROADWAY IMPROVEMENTS

Notice to Proceed: November 1, 2021

Contractor: Summit Construction & Development, LLC

Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Contract adjustment to incorporate City Council requested changes related to the required traffic signals and the utilization of the alternate bid provided by the contractor for the installation of "STREETPRINT" crosswalks in lieu of the thermoplastic striping in the original base bid.

Attachments (list documents supporting change):

Spreadsheet with bid quantities, actual quantities, scope changes, and supporting documents.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: 240 Calendar days

\$ 2,644,451.02

Substantial completion days: 210 Calendar days

Ready for final payment days: 240 Calendar days

Change from previously approved Change Orders No.: N/A

Change from previously approved Change Orders No.: N/A

\$ 0.00

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 2,644,451.02

Substantial completion days: 210 Calendar days

Ready for final payment days: 240 Calendar days

INCREASE of this Change Order:

Additional Contract Time Change for this Change Order:

\$ 292,181.85

Substantial completion (days or date): **July 29, 2022**

Ready for final payment (days or date): **August 28, 2022**

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 2,936,632.87

Substantial completion (days or date): **July 29, 2022**

Ready for final payment (days or date): **August 28, 2022**

RECOMMENDED:

By: 
Falcon Design Consultants, LLC

Date: March 23, 2022

ACCEPTED:

By: _____
City of Stockbridge, GA

Date: _____

ACCEPTED:

By: 
Summit Construction & Development, LLC

Date: 03/23/2022

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



CHANGE ORDER NO. 1 - TABULATION
CITY OF STOCKBRIDGE, GEORGIA
EAST ATLANTA ROAD
LEE STREET - ROADWAY IMPROVEMENTS
ITB NO.: 2021-0003
Wednesday, March 23, 2022

Summit Construction & Development, LLC
2108 Bently Drive
Stone Mountain, GA 30087

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	ORIGINAL BASE BID PRICE
1	1	L.S.	MOBILIZATION, BONDS AND INSURANCE	\$ 329,408.50	\$ 329,408.50
2	1	L.S.	TRAFFIC CONTROL (COMPLETE; PER GDOT/MUTCD FOR PROJECT DURATION)	\$ 60,730.00	\$ 60,730.00
3	1	L.S.	DEMOLITION REMOVAL, DISPOSAL AND STORAGE (COMPLETE; INCLUDING BUT NOT LIMITED TO VEGETATION, TREES, SAWCUTTING, PAVEMENTS, CONCRETE, STRUCTURES, SIGNAGE, TRAFFIC SIGNALS AND ALL RELATED APPURTENANCES)	\$ 200,144.02	\$ 200,144.02
4	1	L.S.	GIS "AS-BUILT" SURVEY OF COMPLETE PROJECT ON "GEORGIA STATE PLANE COORDINATES" FOR ALL WORK PERFORMED	\$ 15,000.00	\$ 15,000.00
5	1	L.S.	CONTINGENCY ALLOWANCE (USED SOLELY AT THE DIRECTION OF THE OWNER)	\$ 200,000.00	\$ 200,000.00
EAST ATLANTA ROAD IMPROVEMENTS					
6	4,210	S.Y.	2" DEEP ASPHALTIC CONCRETE SURFACE MILLING	\$ 5.50	\$ 23,155.00
7	188	TON	8" THICK GDOT GAB BASE COURSE INSTALLED AND COMPACTED UNDER CONCRETE CURB	\$ 32.00	\$ 6,016.00
8	1,240	TON	GDOT GAB BASE COURSE INSTALLED AND COMPACTED UNDER ROADWAY	\$ 32.00	\$ 39,680.00
9	450	GAL	BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.	\$ 6.50	\$ 2,925.00
10	143	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 220.00	\$ 31,460.00
11	630	TON	1.5" RECYCLED ASPHALTIC CONC. -12.5MM SUPERPAVE, GP 3 ONLY, INCL. BITUMINOUS MATERIAL & H LIME	\$ 140.00	\$ 88,200.00
12	220	TON	2" RECYCLED ASPHALTIC CONC. -19MM SUPERPAVE, GP 1 OR 2, INCL. BITUMINOUS MATERIAL & H LIME	\$ 140.00	\$ 30,800.00
13	650	TON	6" RECYCLED ASPHALTIC CONC. -25MM SUPERPAVE, GP 1 OR 2, INCL. BITUMINOUS MATERIAL & H LIME	\$ 140.00	\$ 91,000.00
14	800	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 6.50	\$ 5,200.00
15	482	L.F.	GDOT 8" X 30" TP 2 CLASS "A" CONCRETE CURB AND GUTTER	\$ 22.50	\$ 10,845.00
16	1,025	EA.	GDOT 8" X 24" TP 2 CLASS "A" CONCRETE CURB AND GUTTER	\$ 21.50	\$ 22,037.50
17	24	S.Y.	GDOT 8" THICK CLASS "A" CONCRETE DRIVEWAY	\$ 85.00	\$ 2,040.00
18	700	S.Y.	GDOT 4" THICK CLASS "A" CONCRETE SIDEWALK	\$ 38.00	\$ 26,600.00
19	1	EA.	GDOT TYPE "A" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 850.00
20	3	EA.	GDOT TYPE "B" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 2,550.00
21	7	EA.	GDOT TYPE "D" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 5,950.00
22	2,369	L.F.	GDOT THERMOPLASTIC SOLID LINE 5" WIDE WHITE	\$ 1.50	\$ 3,553.50
23	355	L.F.	GDOT THERMOPLASTIC SOLID DOUBLE LINE 5" WIDE YELLOW	\$ 1.50	\$ 532.50
24	2,120	L.F.	GDOT THERMOPLASTIC SOLID LINE 5" WIDE YELLOW	\$ 1.50	\$ 3,180.00
25	100	L.F.	GDOT THERMOPLASTIC SKIP STRIP 5" WIDE YELLOW	\$ 1.50	\$ 150.00
26	2,552	L.F.	GDOT THERMOPLASTIC SOLID LINE 8" WIDE WHITE	\$ 2.50	\$ 6,380.00
27	106	L.F.	GDOT THERMOPLASTIC SOLID LINE 24" WIDE WHITE	\$ 6.50	\$ 689.00
28	1,216	EA.	GDOT THERMOPLASTIC SKIP STRIP 5" WIDE YELLOW (2' SEGMENT W/6" GAP)	\$ 1.50	\$ 1,824.00
29	0	L.F.	GDOT THERMOPLASTIC 7" WIDE WHITE CROSSWALK COMPLETE STRIPING (DELETED PER CHANGE ORDER NO. 1)	\$ 12.50	\$ -
30	6	EA.	GDOT THERMOPLASTIC TRAFFIC ARROW, TP 2	\$ 120.00	\$ 720.00
31	3	EA.	GDOT THERMOPLASTIC TRAFFIC ARROW, TP 3	\$ 140.00	\$ 420.00
32	16	L.F.	12" RCP STORM PIPE - CLASS "III"	\$ 50.00	\$ 800.00
33	48	L.F.	15" RCP STORM PIPE - CLASS "III"	\$ 45.00	\$ 2,160.00
34	7	EA.	GDOT STD. 1019-A TP E CATCH BASIN W/HOOD AND GRATE	\$ 3,900.00	\$ 27,300.00
35	1	EA.	GDOT STD. 1033D CATCH BASIN	\$ 3,900.00	\$ 3,900.00
36	7	EA.	REMOVE EXISTING GDOT 1019 CATCH BASIN/DROP INLET TOP AND REPLACE TOP WITH TRAFFIC RATED GDOT 1019 UNCTION BOX TOP WITH FRAME AND COVER (COMPLETE)	\$ 3,200.00	\$ 22,400.00
37	2	EA.	RELOCATE EXISTING FIRE HYDRANT (COMPLETE) INCLUDING BUT NOT LIMITED TO D.I. PIPE, FITTINGS, RODS AND ALL RELATED APPURTENANCES	\$ 4,500.00	\$ 9,000.00
38	4	EA.	ADJUST EXISTING WATER VALVE BOX TO GRADE (COMPLETE)	\$ 750.00	\$ 3,000.00
39	4	EA.	ADJUST EXISTING SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE (COMPLETE)	\$ 1,500.00	\$ 6,000.00

40	1	EA.	ADJUST EXISTING AT&T MANHOLE FRAME AND COVER TO GRADE (COMPLETE)	\$ 1,500.00	\$ 1,500.00
41	41	S.F.	GDOT HIGHWAY SIGNS, TP 1; MATERIAL REFLECTIVE SHEETING, TP 11	\$ 36.00	\$ 1,476.00
42	65	L.F.	GDOT GALVANIZED STEEL POSTS, TP 7	\$ 29.50	\$ 1,917.50
43	0.78	AC	TEMPORARY GRASSING	\$ 1,500.00	\$ 1,170.00
44	6.5	TON	MULCH	\$ 250.00	\$ 1,625.00
45	1	EA.	CONSTRUCTION EXIT	\$ 2,500.00	\$ 2,500.00
46	1	EA.	MAINTENANCE OF CONSTRUCTION EXIT	\$ 650.00	\$ 650.00
47	1,352	L.F.	TEMPRARY SILT FENCE, TYPE "C"	\$ 3.25	\$ 4,394.00
48	1,352	L.F.	MAINTENANCE OF TEMPORARY SILT FENCE	\$ 0.25	\$ 338.00
49	15	EA.	INLET SEDIMENT TRAPS	\$ 200.00	\$ 3,000.00
50	15	EA.	MAINTENANCE OF INLET SEDIMENT TRAPS	\$ 50.00	\$ 750.00
51	3	EA.	WATER MONITORING AND SAMPLING	\$ 475.00	\$ 1,425.00
52	0.78	AC	PERMANENT GRASSING	\$ 1,800.00	\$ 1,404.00
53	2.2	TON	AGRICULTURAL LIME	\$ 150.00	\$ 330.00
54	2.2	GAL	LIQUID LIME	\$ 150.00	\$ 330.00
55	0.5	TON	FERTILIZER MIXED GRADE	\$ 650.00	\$ 325.00
56	9	LBS	FERTILIZER NITROGEN CONTENT	\$ 15.00	\$ 135.00
57	1	L.S.	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO.: 1 (COMPLETE; IN ACCORDANCE WITH "SIGNAL PLANS" DESIGNED BY "WILBURN ENGINEERING") REVISED PER CHANGE ORDER NO. 1	\$ 293,040.51	\$ 293,040.51
58	1	L.S.	LANDSCAPING EAST ALTANTA ROAD (COMPLETE; IN ACCORDANCE WITH "LANDSCAPE PLANS" DESIGNED BY "TSW")	\$ 98,570.00	\$ 98,570.00
NORTH AND SOUTH LEE STREET IMPROVEMENTS					
59	4,890	S.Y.	2" DEEP ASPHALTIC CONCRETE SURFACE MILLING	\$ 5.50	\$ 26,895.00
60	380	TON	8" THICK GDOT GAB BASE COURSE INSTALLED AND COMPACTED UNDER CONCRETE CURB	\$ 32.00	\$ 12,160.00
61	2,310	TON	GDOT GAB BASE COURSE INSTALLED AND COMPACTED UNDER ROADWAY	\$ 32.00	\$ 73,920.00
62	850	GAL	BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.	\$ 6.50	\$ 5,525.00
63	148	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 220.00	\$ 32,560.00
64	850	TON	1.5" RECYCLED ASPHALTIC CONC. -12.5MM SUPERPAVE, GP 2 ONLY, INCL. BITUMINOUS MATERIAL & H LIME	\$ 140.00	\$ 119,000.00
65	405	TON	2" RECYCLED ASPHALTIC CONC. -19MM SUPERPAVE, GP 1 OR 2, INCL. BITUMINOUS MATERIAL & H LIME	\$ 140.00	\$ 56,700.00
66	1,210	TON	6" RECYCLED ASPHALTIC CONC. -25MM SUPERPAVE, GP 1 OR 2, INCL. BITUMINOUS MATERIAL & H LIME	\$ 130.00	\$ 157,300.00
67	1,500	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 6.50	\$ 9,750.00
68	194	L.F.	GDOT 8" X 30" TP 2 CLASS "A" CONCRETE CURB AND GUTTER	\$ 22.50	\$ 4,365.00
69	2,981	EA.	GDOT 8" X 24" TP 2 CLASS "A" CONCRETE CURB AND GUTTER	\$ 21.50	\$ 64,091.50
70	1,380	S.Y.	GDOT 4" THICK CLASS "A" CONCRETE SIDEWALK	\$ 38.00	\$ 52,440.00
71	3	EA.	GDOT TYPE "A" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 2,550.00
72	4	EA.	GDOT TYPE "B" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 3,400.00
73	3	EA.	GDOT TYPE "C" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 2,550.00
74	6	EA.	GDOT TYPE "D" ADA WHEELCHAIR RAMP - CLASS "A" CONCRETE (COMPLETE)	\$ 850.00	\$ 5,100.00
75	4,012	L.F.	GDOT THERMOPLASTIC SOLID LINE 5" WIDE WHITE	\$ 1.50	\$ 6,018.00
76	977	L.F.	GDOT THERMOPLASTIC SOLID DOUBLE LINE 5" WIDE YELLOW	\$ 1.50	\$ 1,465.50
77	1,307	L.F.	GDOT THERMOPLASTIC SOLID LINE 5" WIDE YELLOW	\$ 1.50	\$ 1,960.50
78	995	L.F.	GDOT THERMOPLASTIC SKIP STRIP 5" WIDE YELLOW	\$ 1.50	\$ 1,492.50
79	565	L.F.	GDOT THERMOPLASTIC SKIP STRIP 5" WIDE WHITE	\$ 1.50	\$ 847.50
80	1,751	L.F.	GDOT THERMOPLASTIC SOLID LINE 8" WIDE WHITE	\$ 2.50	\$ 4,377.50
81	155	L.F.	GDOT THERMOPLASTIC SOLID LINE 24" WIDE WHITE	\$ 6.50	\$ 1,007.50
82	58	S.Y.	GDOT THERMOPLASTIC TRAFFIC STRIPING (HATCH) YELLOW	\$ 6.50	\$ 377.00
83	0	L.F.	GDOT THERMOPLASTIC 7" WIDE WHITE CROSSWALK COMPLETE STRIPING (DELETED PER CHANGE ORDER NO. 1)	\$ 12.50	\$ -
84	2	EA.	GDOT THERMOPLASTIC TRAFFIC ARROW, TP 1	\$ 110.00	\$ 220.00
85	19	EA.	GDOT THERMOPLASTIC TRAFFIC ARROW, TP 2	\$ 120.00	\$ 2,280.00
86	6	EA.	GDOT THERMOPLASTIC TRAFFIC ARROW, TP 3	\$ 140.00	\$ 840.00
87	8	L.F.	12" RCP STORM PIPE - CLASS "III"	\$ 45.00	\$ 360.00
88	70	L.F.	18" RCP STORM PIPE - CLASS "III"	\$ 48.00	\$ 3,360.00
89	54	L.F.	24" RCP STORM PIPE - CLASS "III"	\$ 74.00	\$ 3,996.00
90	628	L.F.	18" HDPE STORM PIPE - "N-12" DUAL WALL OR APPROVED EQUIVALENT	\$ 42.00	\$ 26,376.00
91	7	EA.	GDOT STD. 1019-A TP E CATCH BASIN W/HOOD AND GRATE	\$ 4,200.00	\$ 29,400.00
92	4	EA.	GDOT STD. 1033D CATCH BASIN	\$ 3,900.00	\$ 15,600.00
93	1	EA.	GDOT STD. 1033D CATCH BASIN "SPECIAL DESIGN"	\$ 4,200.00	\$ 4,200.00
94	1	EA.	GDOT 24" CONCRETE HEADWALL, STD. 1001B	\$ 2,400.00	\$ 2,400.00
95	2	S.Y.	GDOT STONE DUMPED RIP-RAP, TP 1, 12 INCH	\$ 150.00	\$ 300.00
96	2	S.Y.	8 OZ. NON-WOVEN GEOTEXTILE FABRIC	\$ 150.00	\$ 300.00
97	8	EA.	REMOVE EXISTING GDOT 1019 CATCH BASIN/DROP INLET TOP AND REPLACE TOP WITH TRAFFIC RATED GDOT 1019 JUNCTION BOX TOP WITH FRAME AND COVER (COMPLETE)	\$ 1,750.00	\$ 14,000.00

98	1	EA.	RELOCATE EXISTING FIRE HYDRANT (COMPLETE) INCLUDING BUT NOT LIMITED TO D.I. PIPE, FITTINGS, RODS AND ALL RELATED APPURTENANCES	\$ 4,500.00	\$ 4,500.00
99	4	EA.	ADJUST EXISTING WATER VALVE BOX TO GRADE (COMPLETE)	\$ 750.00	\$ 3,000.00
100	4	EA.	ADJUST EXISTING SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE (COMPLETE)	\$ 1,500.00	\$ 6,000.00
101	93.25	S.F.	GDOT HIGHWAY SIGNS, TP 1; MATERIAL REFLECTIVE SHEETING, TP 11	\$ 36.00	\$ 3,357.00
102	234	L.F.	GDOT GALVANIZED STEEL POSTS, TP 7	\$ 29.50	\$ 6,903.00
103	0.92	AC	TEMPORARY GRASSING	\$ 1,500.00	\$ 1,380.00
104	7	TON	MULCH	\$ 250.00	\$ 1,750.00
105	1	EA.	CONSTRUCTION EXIT	\$ 2,500.00	\$ 2,500.00
106	1	EA.	MAINTENANCE OF CONSTRUCTION EXIT	\$ 650.00	\$ 650.00
107	2,215	L.F.	TEMPORARY SILT FENCE, TYPE "C"	\$ 3.25	\$ 7,198.75
108	2,215	L.F.	MAINTENANCE OF TEMPORARY SILT FENCE	\$ 0.25	\$ 553.75
109	23	EA.	INLET SEDIMENT TRAPS	\$ 200.00	\$ 4,600.00
110	23	EA.	MAINTENANCE OF INLET SEDIMENT TRAPS	\$ 50.00	\$ 1,150.00
111	4	EA.	WATER MONITORING AND SAMPLING	\$ 475.00	\$ 1,900.00
112	0.92	AC	PERMANENT GRASSING	\$ 1,800.00	\$ 1,656.00
113	2.4	TON	AGRICULTURAL LIME	\$ 150.00	\$ 360.00
114	2.4	GAL	LIQUID LIME	\$ 150.00	\$ 360.00
115	0.7	TON	FERTILIZER MIXED GRADE	\$ 650.00	\$ 455.00
116	11	LBS	FERTILIZER NITROGEN CONTENT	\$ 15.00	\$ 165.00
117	1	L.S.	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO.: 2 (COMPLETE; IN ACCORDANCE WITH "SIGNAL PLANS" DESIGNED BY "WILBURN ENGINEERING") REVISED PER CHANGE ORDER NO. 1	\$ 245,471.34	\$ 245,471.34
118	1	L.S.	LANDSCAPING; NORTH AND SOUTH LEE STREET (COMPLETE; IN ACCORDANCE WITH "LANDSCAPE PLANS" DESIGNED BY "TSW")	\$ 89,838.50	\$ 89,838.50
TOTAL PRICING FROM ORIGINAL BID ITEMS AND MODIFICATIONS TO SIGNALS					\$ 2,834,712.87

ALTERNATE PRICING FOR LINE ITEMS ABOVE

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
29 ALT	490	L.F.	BRICK HERRINGBONE STAMPED ASPHALT AND COLORED CROSSWALK 6' WIDE ("STREETPRINT" OR APPROVED EQUIVALENT) W/GDOT THERMOPLASTIC SOLID LINE 8" WIDE WHITE EACH SIDE OF CROSSWALK (ADDED PER CHANGE ORDER NO. 1)	\$ 104.00	\$ 50,960.00
83 ALT	490	L.F.	BRICK HERRINGBONE STAMPED ASPHALT AND COLORED CROSSWALK 6' WIDE ("STREETPRINT" OR APPROVED EQUIVALENT) W/GDOT THERMOPLASTIC SOLID LINE 8" WIDE WHITE EACH SIDE OF CROSSWALK (ADDED PER CHANGE ORDER NO. 1)	\$ 104.00	\$ 50,960.00
TOTAL PRICING FROM ALTERNATE BID ITEMS					\$ 101,920.00
TOTAL ADJUSTED CONTRACT VALUE PER CHANGE ORDER NO. 1					\$ 2,936,632.87
ORIGINAL CONTRACT VALUE					\$ 2,644,451.02
TOTAL CONTRACT INCREASE PER CHANGE ORDER NO. 1					\$ 292,181.85

Skip Layton

From: Skip Layton
Sent: Wednesday, March 23, 2022 9:17 AM
To: Summit Construction - Isaac Amanfo ; Summit Construction - Mohammad Akhtar ; 'Ajay Naidu'
Cc: 'Decius Aaron'; Frederick Gardiner; 'Jeff Greenway'; 'Leslie Norsworthy'; Adam Price; 'John Palmer'; Glenn Athearn; Sean Hayes; 'Tyler Price '
Subject: Stockbridge - EAST ATLANTA ROAD / LEE STREET ROADWAY IMPROVEMENTS - Traffic Signal Cost / STREETPRINT Cost Increases
Attachments: Revised Per Base Bid Plus - Copy of BBH comparision_3.18.22.xlsx; 21-040 CHANGE ORDER#3.pdf; General Conditions - Price Increase.pdf
Importance: High

Gentlemen,

I have reviewed the pricing for the requested change order by Summit for the Traffic Signal modifications requested by the City Council. FDC's traffic signal consultant, Lumin8, has reviewed the pricing and believes these are in line for the work to be performed. However there are numerous issues related to this pricing that do not conform to the executed Contracts for this project. Additionally, the line item breakdown by Summit's subcontractor for this work also shows a few issues.

1. Summit bid a Lump Sum Price for the traffic signals (complete) of \$168,000/intersection for a total cost of \$336,000.
2. To adequately evaluate any cost increase for the traffic signals, FDC requested a line item breakdown for all work to be performed. Summit provided the subcontractor's spreadsheet, FDC added items shown in "RED", (See "Revised Per Base Bid Pluss – Copy of BBH comparison_3.18.22"). This spreadsheet shows that the original pricing by the subcontractor for the East Atlanta Road Intersection was \$136,238.20 and the original cost for the Lee Street Intersection was \$214,803.97. The subcontractor's total pricing to Summit was \$ 351,042.17 which is actually \$15,042.17 more than the amount bid for this work and without a change order for the signals, Summit would lose money for this work.
3. With the City Council requested change order (i.e., black poles and mast arms, lighted street signage, etc.) Summit's subcontractor provided new total pricing for East Atlanta Road Intersection at \$288,218.80 and the cost for the Lee Street Intersection is \$240,649.63. The new pricing for the subcontractor work totals \$528,868.43.
4. Summit is asking for a total of \$589,994.52 dollars for this work which includes the full subcontractor pricing plus approximately an 11.5% markup for overhead and profit on all work performed by the subcontractor (See attached "21-040 Change Order#3").
5. The amount requested by Summit for this revised work is an increase of \$253,994.52 to the original bid price.
6. Based upon the Contract Documents, Summit is not able to ask for any markup to the original bid items since they were supposed to include any markup by the contractor even though they actually would have lost money at the price bid.
7. Therefore the first \$336,000 is fixed and no additional markup can be considered.
8. This means that there is actually a \$192,868.43 total increase in the traffic signal work requested by the subcontractor and this is the only sum that Summit is entitled to markup.
9. Based upon the Contract Documents (See attached "General Conditions – Price Increase") Summit is only allowed a 5% markup of work performed by subcontractors.
10. This means that Summit can request \$9,643.42 for their markup to manage this change.
11. Based upon the Contract Documents the total request by Summit should be \$538,511.85 for this work which is an actual increase to the current contract price of \$202,511.85.
12. This increase is a reduction of \$51,482.67 from Summit's original request.

Additionally, the City is planning to utilize your alternate bid price for the "STREETPRINT" crosswalks at both East Atlanta Road and Lee Street in lieu of the thermoplastic striping that was included in the contract's base bid. The alternate unit price bid for each intersection with "STREETPRINT" was for \$104/L.F. which based on the estimated quantity for each intersection is \$50,960.00 or a total of \$101,920.00 for both intersections. The base price bid for the thermoplastic striping of the crosswalks for each intersection was \$12.50/L.F. which based on the estimated quantity for each intersection is \$6,125.00 or a total of \$12,250.00. Therefore for this alternate work there will be an actual increase to the current contract price of \$89,670.00.

Therefore, FDC will be producing Change Order No. 1 for the City of Stockbridge's "East Atlanta Road / Lee Street Roadway Improvements" project that will add \$202,511.85 to this contract for traffic signal modifications and \$89,670.00 for the use of the alternate bid pricing for "STREETPRINT" crosswalks. The current contract value is \$2,644,451.02 and with this Change Order, if approved by the City Council, will revise the contract value to \$2,936,632.87.

This change order will be delivered to you later today for execution by your firm and we request that it be returned by the end of business tomorrow.

Let me know if you have any questions.

Thanks,

Skip



Project 21-040

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
scdestimator@summitcd.com

CHANGE ORDER #3

Date: 2/1/2021

Project: East Atlanta Road / Lee Street roadway improvements
Location: Stockbridge, GA

(Company): City of Stockbridge, Georgia
Address: 4640 North Henry Blvd, Stockbridge, GA 30281
Mobile:
Phone: 770-389-7900
Fax:
Email: slayton@fdc-llc.com

Attention: Skip Layton
Falcon Design Consultants, LLC
[770-560-6992](tel:770-560-6992)

Item Number	Item Description	Qty	Units	Unit Price	TOTAL BID	
Per revisions to signal plans by Wilburn engineering for East Atlanta road/Lee street Roadway Improvements						
57	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO. 1	1	LS	\$ 321,170.99	\$ 293,040.51	321,170.99
117	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO. 2	1	LS	\$ 268,823.53	\$ 245,471.34	268,823.53
Total Price per the revisions to signal plans					\$ 538,511.85	\$589,994.52
57	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO. 1	1	LS	\$ (168,000.00)	\$	(168,000.00)
117	TRAFFIC SIGNAL MODIFICATIONS - INTERSECTION NO. 2	1	LS	\$ (168,000.00)	\$	(168,000.00)
Total deductions						-\$336,000.00
Total Addition to the original contract amount					\$ 202,511.85	\$253,994.52

Terms and Conditions:

1. Scope of Work. Contractor agrees to furnish all material, labor, installation, insurance, equipment, and tools required for the prompt and efficient execution of the work described herein in a professional and workmanlike manner.

2. Quote Amount. Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon. Due to current fluctuations in the materials markets, the proposal price is based upon material pricing as of the proposal date. This proposal price is valid for 30 days.

3. Disclaimer:

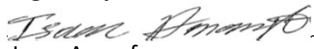
Due to the constant fluctuation in material costs and fuel, pricing is subject to change. If completion is delayed as a result of major or unforeseen circumstances including but not limited to any strike, lockout, shortage of materials, riot, political or civil disturbance, exceptionally inclement weather, or any variation, act, or omission on the part of the Owner, its representative or any other cause beyond the control of Summit Construction & Development LLC, then the Owner shall not for such reason have any claim against Summit Construction & Development LLC whether for damages or otherwise; The Owner agrees to hold Summit Construction & Development LLC harmless and Summit Construction & Development LLC shall be entitled to a fair and reasonable amount of time for the completion of all works contracted.

Exclusions:

1. Any other specifications and plans provided.
2. Any other scope of work other than above items.

Approval:

Signed By:



Isaac Amanfo

Chief Operating Officer

Summit Construction and Development, LLC

Date 02/01/2022

Accepted By:

Owner:

Date _____

Original			
Traffic Signal 1			
Contract Item	Unit	Total \$/Unit	Total \$
636-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	55.50	\$ 80.94	\$ 4,492.17
639-3004 STEEL STRAIN POLE, TP IV, W/ 50 FT MAST ARM EA	1	\$ 28,894.47	\$ 28,894.47
639-3004 STEEL STRAIN POLE, TP IV, W/ 60 FT MAST ARM EA	1	\$ 29,847.12	\$ 29,847.12
647-1000 TRAFFIC SIGNAL INSTALLATION NO. 1 LS	1	\$ 52,790.57	\$ 52,790.57
682-6233 CONDUIT, NONMETL, TP 3, 2 IN LF	200	\$ 13.23	\$ 2,646.00
682-9950 DIRECTIONAL BORE, 5 IN LF	100	\$ 11.27	\$ 1,127.00
682-9950 DIRECTIONAL BORE, 7 IN LF	0	\$ 11.33	\$ -
937-6050 INT VIDEO DET SYS ASMBLY, TP A EA	3	\$ 5,480.29	\$ 16,440.87
			\$ 136,238.20

Traffic Signal 2

Contract Item	Unit	Total \$/Unit	Total \$
636-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	51	\$ 80.94	\$ 4,127.94
639-3004 STEEL STRAIN POLE, TP IV, W/ 45 FT & 55 FT MAST ARMS EA	1	\$ 44,730.64	\$ 44,730.64
639-3004 STEEL STRAIN POLE, TP IV, W/ 55 FT & 60 FT MAST ARMS EA	1	\$ 48,577.32	\$ 48,577.32
647-1000 TRAFFIC SIGNAL INSTALLATION NO. 2 LS	1	\$ 96,877.17	\$ 96,877.17
682-6233 CONDUIT, NONMETL, TP 3, 2 IN LF	1,030	\$ 13.23	\$ 13,626.90
682-9950 DIRECTIONAL BORE, 3 IN LF	390	\$ 10.64	\$ 4,149.60
682-9950 DIRECTIONAL BORE, 5 IN LF	80	\$ 11.27	\$ 901.60
682-9950 DIRECTIONAL BORE, 7 IN LF	160	\$ 11.33	\$ 1,812.80
Traffic Signal			\$ 214,803.97

Original

\$ 351,042.17

\$ (15,042.17)

Summit -Original Bid Price \$ 336,000.00

Per Revision				
Contract Item	Unit	Total \$/Unit	Total \$	Difference
636-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	55.50	\$ 80.94	\$ 4,492.17	\$ -
INTERNALLY ILLUMINATED STREET NAME SIGN EA	6.000	\$ 4,163.43	\$ 24,980.58	\$ 24,980.58
STEEL STRAIN POLE, TP IV, W/ 55FT MAST ARM EA	1.000	\$ 31,772.36	\$ 31,772.36	\$ 31,772.36
STEEL STRAIN POLE, TP IV, W/ 50FT MAST ARM EA	1.000	\$ 29,801.47	\$ 29,801.47	\$ 907.00
STEEL STRAIN POLE, TP IV, W/ 60 FT MAST ARM EA	2.000	\$ 36,588.94	\$ 73,177.88	\$ 43,330.76
TRAFFIC SIGNAL INSTALLATION NO. 1 LS	1.000	\$ 84,957.19	\$ 84,957.19	\$ 32,166.62
CONDUIT, NONMETL, TP 3, 2 IN LF	705.000	\$ 13.24	\$ 9,334.20	\$ 6,688.20
682-9950 DIRECTIONAL BORE, 5 IN LF	0	\$ 11.27	\$ -	\$ (1,127.00)
DIRECTINAL BORE, 7 IN LF	235.000	\$ 11.35	\$ 2,667.25	\$ 2,667.25
INT VIDEO DET SYS ASMBLY, TP A EA	5.000	\$ 5,407.14	\$ 27,035.70	\$ 10,594.83
			\$ 288,218.80	\$ 151,980.60

Contract Item	Unit	Total \$/Unit	Total \$	Difference
636-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	51	\$ 80.94	\$ 4,127.94	\$ -
INTERNALLY ILLUMINATED STREET NAME SIGN EA	6.000	\$ 4,163.43	\$ 24,980.58	\$ 24,980.58
STEEL STRAIN POLE, TP IV, W/ 45FT & 55FT EA (BLACK POWDER COATED)	1.000	\$ 41,285.92	\$ 41,285.92	\$ (3,444.72)
STEEL STRAIN POLE, TP IV, W/ 55FT & 60FT EA(BLACK POWDER COATED)	1.000	\$ 52,474.94	\$ 52,474.94	\$ 3,897.62
TRAFFIC SIGNAL INSTALLATION NO. 2 LS	1.000	\$ 97,265.55	\$ 97,265.55	\$ 388.38
CONDUIT, NONMETL, TP 3, 2 IN LF	1,030	\$ 13.24	\$ 13,637.20	\$ 10.30
DIRECTIONAL BORE, 3 IN LF	390.000	\$ 10.65	\$ 4,153.50	\$ 3.90
682-9950 DIRECTIONAL BORE, 5 IN LF	0	\$ 11.27	\$ -	\$ (901.60)
DIRECTINAL BORE, 7 IN LF	240.000	\$ 11.35	\$ 2,724.00	\$ 911.20
Traffic Signal 2			\$ 240,649.63	\$ 25,845.66

Per Latest Revision

Total

\$ 528,868.43

\$ 177,826.26

\$ 192,868.43

\$ 9,643.42

Total Increase in Subcontractor Pricing

5% Increase Allowed by Contract Documents for Subcontractor Performed Work

Summit - Total Price for Proposed Change Order per Contract Documents \$ 538,511.85 \$ 202,511.85 Total Increase Project Increase Per Contract Documents

Summit - Total Price Requested by Summit for Proposed Change Order \$ 589,994.52

Total Difference in Change Order Pricing \$ 51,482.67

SECTION XIV

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**

SECTION XIV

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; 15% Markup for work performed by the Contractor and his personnel
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent; 5% Markup for work performed by a Subcontractor and his personnel
 - 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.

SECTION XIV

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

SECTION XIV

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.



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 11, 2022

FUNDING SOURCE

- ☒ RESOLUTION
- ☒ ORDINANCE
- ☐ SERVICE AGREEMENT RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Authority for Police Department Policies and Procedures

Council consideration to grant the Chief of Police the authority to implement and/or amend police department policies and procedures with review by legal counsel as appropriate, excluding policies and procedures with a financial impact greater than \$5,000.

BACKGROUND INFORMATION:

To advance the City of Stockbridge Police Department's implementation goal of July 1, 2022, it is necessary to develop a comprehensive policy and procedures manual that meets or exceeds standards established by the Commission on Accreditation for Law Enforcement Agencies (CALEA), the International Association of Chiefs of Police (IACP), or the Georgia Association of Chiefs of Police.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT

ATTACHMENTS: ☐

ITEM #10

WRECKER SERVICES POLICY

PRESENTED BY CHIEF

TRAMMER AND CITY MANAGER

FRED GARDINER

DOCUMENTS TO FOLLOW



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 11, 2022

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/POLICE DEPT.
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: FREDERICK GARDINER and FRANK TRAMMER

DEPARTMENT: POLICE DEPARTMENT

ITEM/PROJECT/EVENT: City of Stockbridge Wrecker Services Policy

The intent of the city is to utilize the most qualified wrecker services that provides the best value to the public and the City. It is imperative the wrecker companies of the City of Stockbridge provide a reasonable and fair cost to the City, be professional, and comply with state and federal laws, rules, and regulations.

BACKGROUND INFORMATION:

The City Manager is requesting the Council to approve the Wrecker Services Policy to establish a policy that will govern how wrecker service selection will be accomplished and how the city will enter into contracts with the selected wrecker service.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

1. *Introduction*

2. *Background*

3. *Methodology*

4. *Results*

5. *Discussion*

6. *Conclusion*

7. *References*

8. *Appendix*

9. *Index*

10. *Table of Contents*

11. *Abstract*

12. *Summary*

13. *Key Words*

14. *Keywords*

15. *Keywords*

16. *Keywords*

17. *Keywords*

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Wrecker Service Agreement

1. Purpose

- A. To establish a policy that will govern how wrecker service selection will be accomplished and how the City will enter into contracts with the selected wrecker service(s).
- B. To describe criteria by which wrecker service operators should govern themselves while conducting business where they may be called by the City.
- C. To ensure that wrecker company called by the City use and maintain safe, roadworthy recovery vehicles.
- D. To specify the minimum required equipment for wrecker services called by the City.
- E. To ensure that prices charged to the public and City are fair and reasonable.
- F. The other purposes are addressed herein.

2. General Statement of Policy

It is the intent of the City of Stockbridge to utilize the most qualified wrecker services that provide the best value to the public and the City. Wrecker services utilized by the City must professionally conduct themselves, providing competent service at a reasonable and fair cost to the City and the public while complying with state and federal laws, rules, and regulations. This policy is not intended to create any benefit for any wrecker service or wrecker owner or operators of any wrecker service. This policy neither creates nor establishes any right or legal duty owed to any wrecker service or its owners or operators. This policy may be amended, from time to time.

3. Applicability of Policy

This policy applies to all requests for services initiated by the City or its representatives while performing City Business (as defined herein). Requests made while performing "City Business" are those made by City employees in their official capacity, where the City is legally authorized to transport or store a vehicle. City Business shall include, but not be limited to, requests arising out of the following circumstances: (a) where City vehicles or other City property must be towed; and (b) where there is a law enforcement or public safety basis for the City to call for towing and/or impoundment, including for purposes such as removing immediate traffic hazards, traffic obstructions, and threats to public safety, removing unattended or illegally parked vehicles from the public right-of-way, removing vehicles from a public right-of-way following an arrest where the person or persons in charge of such vehicle are unable to provide for its custody or removal, impounding recovered stolen vehicles, removing illegally parked motor vehicles from City property, responding to an emergency situation requiring a wrecker service vehicle to assist in field operations, and transporting vehicles to and from the police impound lot or to the GBI crime lab or the City Impound Lot for evidence collection and processing.

The City expects that vehicle owners/operators in non-emergency situations will personally engage a private wrecker service of their choice to move their vehicle. The same is true for private property owners who desire a trespassing vehicle to be towed from their private property when permitted by **law**. The City's representatives may advise the vehicle owner/operator or property owner of their option and responsibility to call the wrecker service of their choice. City representatives may also, in their sole discretion, place a call for a wrecker service as a courtesy to a member of the public. Such calls will not be governed by this policy.

This policy does not apply to:

Services not initiated by the City or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that City personnel may be responding to the scene.

4. Wrecker Call Procedures

A. Service Areas

1. The City hereby establishes the service area as the entire city limits of Stockbridge.

B. Default City Wrecker Call Procedures

1. When a wrecker service is needed for City Business, the City shall use that wrecker service that has contracted with the City under this policy (each an "Authorized Wrecker Service").
2. The City shall first call the Authorized and Contracted Wrecker Service. If said Wrecker Service isn't available for any reason, the County E-911 Dispatch will contact another wrecker service at the request of the city.
3. If the Authorized Wrecker Service for the assigned service area is unable to timely respond to a call, or if the called Authorized Wrecker Service requires further assistance from another wrecker service on the scene, the City may call another Authorized Wrecker Service. If no Authorized Wrecker Service is available to timely respond, the City may call another wrecker service, selected at its discretion.
4. The default provisions of this subsection (B) shall be subject to the exceptions listed below.

C. Exceptions

1. In an emergency, involving a significant threat to life or property, the City representative may utilize the closest equipment or services necessary to stabilize the situation.

If time is of the essence in responding to an incident, the City representative may call an Authorized Wrecker Service under the default procedures above without first consulting with the vehicle's owner/operator. Additionally, if the use of the wrecker service requested by the owner/operator would result in an excessive delay to the City representative in the execution of their duties, the City representative may exercise the option of following the default procedures as provided in subsection (B) above.

5. Procedure for Inspecting Wrecker Services

- A. The City Manager or Chief of Police shall designate one or more staff members to be responsible for overseeing the performance of the Authorized Wrecker Services ("City Manager's Designee"). No statement in this policy regarding the role of the City Manager's Designee shall create a mandatory or ministerial duty or obligation toward any member of the public; each duty, if any, shall be considered discretionary.
- B. Each Authorized Wrecker Service shall be subject to random inspections of pertinent documents, worksites, vehicles, and equipment. The City Manager's Designee will be responsible for the inspection of the wrecker service's documents, worksites, vehicles, and equipment to ensure compliance with this policy and the City's contract.
- C. Upon credible information that an Authorized Wrecker Service has engaged in unlawful or improper conduct or has otherwise given good cause to reconsider the contract with the Authorized Wrecker Service, the City Manager's Designee shall promptly and fully investigate the situation and determine if corrective action is appropriate.
- D. After investigating, the City Manager's Designee shall consider the severity of the issue and the number of prior issues with the Authorized Wrecker Service in question and may issue warnings to the Authorized Wrecker Service. The City Manager's Designee may also recommend suspension or termination of the contract with an Authorized Wrecker Service. However, any such suspension shall occur only upon approval of the City Manager; any such termination shall occur only upon approval of the Mayor and City Council.

6. Procedure for Selecting Wrecker Services

A. Request for Qualifications/Proposals

- 1. From time to time, City staff shall issue a request for proposals or request for qualifications (RFQ) from wrecker services to compete to provide wrecker services under this policy. The highest-ranking proposers shall be invited to enter a contract with the City. Those that do contract with the City shall be deemed Authorized Wrecker Services and shall be the default wrecker services utilized by the City for purposes of City Business.
- 2. The City shall have more than one Wrecker Service under contract at one time to ensure operational continuity.

3. The City may select any number of wrecker services to contract with, which number may be determined in the City's sole discretion during the selection process, based on the size and capabilities of the highest-scoring proposers.
4. Scoring of the Request for Qualifications shall consider factors such as the company's qualifications and experience, references, personnel, and the company's understanding of the services required and its quality assurances for such services.
5. A wrecker service shall be deemed non-responsible and shall not be selected pursuant to the RFQ if:
 - a. The applicant company has, within the past five years, been removed from the City wrecker rotation list or had a wrecker service contract with the City affirmatively terminated by the City for cause; or
 - b. Any of the owners of the applicant company hold or have held any direct or indirect ownership interest in a wrecker service that would be deemed non-responsible under subsection (a) above; or
 - c. Any of the management-level employees and City representatives of the applicant company have previously managed a wrecker service that would be deemed non-responsible under subsection (a) above.
6. To be considered, each proposal shall include all information specified in the Request for Qualifications, to include the following documents:
 - a. A declaration of ownership demonstrating all parties (by name and address) who own any interest in the company.
 - b. A sworn and notarized certification by an officer of the applicant company that the applicant company is a responsible company under Section 6.A.5 above; and
 - c. A copy of the company's current business license.

B. Contract Requirements

Any contract entered into between the City and an Authorized Wrecker Service shall contain the provisions set forth in Exhibit A hereto, or their substantial equivalent.

7. On-Scene Procedures for City Staff

A. Inventory of Personal Property.

Whenever any vehicle is removed by an Authorized Wrecker Service at the direction of a public safety official, the public safety official shall make a thorough inventory of all equipment, accessories, personal articles and other items either attached to or located within the vehicle. The public safety official shall verify said inventory and maintain a copy of it. The official shall document any outside and inside damage to the vehicle prior to the vehicle being towed away. The official may request assistance from wrecker service staff on the scene. Nothing contained in this section shall prohibit a public safety official from removing evidence from a vehicle.

8. Fees

- A. The City shall, from time to time, adopt and update a fee schedule for towing and storage services. When contracting with an Authorized Wrecker Service, the then-applicable fee schedule shall be made a part of the contract.
- B. The fee schedule adopted by the City is attached hereto as Exhibit A. Further amended versions of the fee schedule shall be attached to this policy.
- C. In setting a fee schedule, the City's primary concern is to protect the interests of the public who have limited negotiating leverage. However, the City also desires for Authorized Wrecker Services to be fairly compensated for special or unusual circumstances. The City will, from time to time, consider reasonable petitions from local wrecker services for modifications to the fee schedule.

EXHIBIT A

Fee Schedule for the City Initiated Tows Adopted by the City of Stockbridge

1. Towing

a. Overall Cap on Fees

Regardless of the towing and related services provided in connection with an incident, for each vehicle towed or otherwise serviced, a wrecker service contracting with the City may not charge more than the cap on charges stated in the table below. The cap does not apply to storage fees.

The cap for additional extraordinary services shall be separate from the cap for standard service fees. The combination of the two is the Total Maximum Charge.

"City vehicle" refers to vehicles owned or operated by the City of Stockbridge.

For extremely serious incidents with documented wrecker expenses, the City may grant case-by-case waivers on the cap for additional extraordinary services and Total Maximum Charge. All such waiver requests shall be made in writing to the City within 24 hours of the wrecker's arrival on the scene of the incident.

Any and All Towing Services and Charges Associated With One Vehicle	TOWING SERVICES - CHARGE CAPS			
	Cap for All Standard Services (Non-City Vehicles)	Cap for All Standard Services (City Vehicles)	Cap for Additional Extraordinary Services	Total Maximum Charge
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$300	\$60	\$300	\$600 (non-City) \$360 (City vehicle)
Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$500	\$100	\$1,000	\$1,500 (non-City) \$1,100 (City vehicle)
Gross Vehicle Weight Rating (GVWR) of 20,001 or greater	\$1,000	\$200	\$3,000	\$4,000 (non-City) \$3,200 (City vehicle)

b. **Fees for Standard Services**

STANDARD TOWING SERVICES		
Type of Service	Fee	
Basic Towing	Non-City Vehicle	City Vehicle
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$175	\$0.00 for first tow, \$35.00 for the second tow and if necessary, \$55.00 for the third tow.
Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$300	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater- per unit charge	\$450	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater- combination unit	\$850	\$170
Standard Alternative or Extra Services		
Road service (where no tow is performed)	\$60	\$20
Winching (where no tow is performed)	\$75	\$20
Use of dollies	\$70	\$20
Flipping (where vehicle is on its side or on its back and two or fewer wheels are touching the ground)	\$50.00 for vehicle GVWR 19,999 or less; \$150 for GVWR of 20,000 or more.	
Loading but no tow (if the vehicle has been hooked and loaded and the vehicle has not left the site of loading, but owner/operator produced ignition key and removes vehicle with no tow)	\$100.00 for GVWR of 19,999 or less; \$150 for GVWR of 20,000 or more.	

There will be no additional fees charged for non-disposable equipment necessary for the daily operation of the service (vests, radios, uniforms, shovels, etc.).

c. **Fees for Extraordinary Services**

EXTRAORDINARY SERVICES	
Type of Service	Fee
Top or side of trailer blown out or severely compromised.	\$0.01 per vehicle pound
Tractor and trailer have become separated	\$0.01 per vehicle pound
Cab separated from chassis	\$0.01 per vehicle pound
Wheels higher than roof of vehicle at scene of accident	\$0.01 per vehicle pound
If cutting of trees, guardrails or removal of obstacles is necessary	\$75/crew member/hour*

If vehicle is hanging over an embankment or bridge	\$75/crew member/hour*
Major clean-up (truck spill of more than 300 pounds of material)	\$75/crew member/hour*
Clean-up of flammable or chemical high-hazard loads (This does not include spills of vehicle fluids such as gasoline, oil or antifreeze or standard loads.)	\$200/crew member/hour*
<i>*Hourly rates are based on the time of arrival on the incident scene until the scene is cleared and crew members are free to leave the scene of the incident. Crew staffing shall be no more than what is reasonable for the work required.</i>	

Storage Fees

STORAGE SERVICES	
Type of Service	Fee
Storage for the first 24 hours, beginning at the time the vehicle arrives at the lot.	No charge
Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle.	No charge
"Loadout fee" or similar charge for moving the vehicle within or from the lot to make the vehicle accessible for pickup.	No charge
Storage - Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$25.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$30.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Per Unit Charge)	\$40.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Combination Unit)	\$75.00/day
After hours fee that may be charged if the vehicle's owner wishes to claim an impounded vehicle earlier than 8am or the start of the wrecker service's posted business hours (whichever is earlier) or later than 5pm or the end of the wrecker service's posted business hours (whichever is later).	\$30.00

Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within the City of Stockbridge (instead of the wrecker's storage lot) if the owner is able to provide payment (via - cash, check or credit card) immediately upon completion of the tow. If the owner is not able to provide payment upon completion of the tow, the wrecker service may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown above) for the extra trip (subject to the overall Total Maximum Charge).

2. Towing and Storage for Investigation Purposes

City representatives may direct an Authorized Wrecker Service to tow property to a government impound lot for a criminal or traffic accident investigation. Following release of the property by the investigating entity, the Authorized Wrecker Service will tow the vehicle to its own storage lot and hold the vehicle for pickup by its owner or owner's designee. Except where prohibited by law, the Authorized Wrecker Services shall charge the vehicle owner for towing and storage fees associated with the vehicle as follows:

The towing charge shall be the amount that would have been charged for towing the vehicle directly from the crime or accident scene to the wrecker's lot regardless of how many times the wrecker had to move the vehicle to and from government impound lots; and
Once the vehicle is parked on the Authorized Wrecker Service's lot, the wrecker service may charge storage fees beginning 24 hours after the vehicle has been placed on the wrecker service's lot.

EXHIBIT B

Standard Contract Terms with Authorized Wrecker Services

1. Contract Period

The initial Contract term shall be one (1) year from the date of execution. The Contract shall automatically renew for two (2) additional one (1) year periods unless notice of non-renewal of the Contract is given by either party at least ninety (90) days prior to the expiration date. If needed, the Contract will be extended 90 days or for such period beyond the Contract expiration date as it may be necessary to afford the City a continuous supply of the services. Should the Contractor or the City not desire to renew the Contract, new proposals may be solicited for the purpose of establishing a new contract for wrecker services.

2. Termination and Suspension

a. Termination by Contractor

The Contract resulting from this bid 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 the Contract, 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 Contract resulting from this bid shall be subject to termination by the City if anyone or more of the following events occurs:

- i. A single significant default (as determined by the City in its reasonable discretion) or persistent minor defaults by Contractor in the performance of any of the terms, covenants or conditions of the Contract, in which case termination may be affected without opportunity to cure.
- ii. The default by Contractor in the performance of any of the terms, covenants or conditions of the Contract and the failure of Contractor to remedy or undertake to

remedy with sufficient forces and to the City's reasonable satisfaction, provided that the City shall provide the vendor with notice of any such default. 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 Contract without further notice to the Contractor.

- iii. 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.
- iv. An owner or operator of the Contractor is arrested or indicted on a felony charge.
- v. The Contractor or its officers or employees engage in unlawful, unsafe or criminal conduct.
- vi. The City receives substantiated complaints from vehicle owner/operators regarding fraudulent or unethical business practices or excessive billing.

c. **Suspension by City**

The Contract may be temporarily suspended by the City for any reason that would justify termination.

3. Applicable Requests for Services

The terms of this Contract shall apply to all requests for wrecker services initiated by the City and its officers and employees in their official capacity, except as specified below:

- a. From time to time, City officers and employees may place a call for a wrecker service as a courtesy to a member of the public. In such calls, the City or representative shall inform the Contractor that it is calling in a "private tow" and the terms of this Contract will not apply.
- b. This Contract will not apply to:
 - i. Services not initiated by the City or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that City personnel may be responding to the scene.

4. Service Areas

- a. The Contractor is assigned to the entire city limits of Stockbridge.
- b. Calls for service shall be based on the geographic location within the city limits of Stockbridge. The Contractor(s) assigned to the applicable service area shall, by default, be called first. If the Contractor(s) assigned to the service area is unable to timely respond or if additional assistance is needed, the City may, in its discretion, call Contractors of a non-contracted wrecker service.

s. Responding to Calls

- a. The Contractor shall maintain adequate equipment and a sufficient labor force to meet the City's demand for services in the assigned service area(s) on a full 24-hour per day basis every day of the year.
- b. Standby crews and equipment shall be arranged to meet emergency situations under abnormal conditions. If there is a special event being held in the City of Stockbridge, such as serious inclement weather, the City may require the Contractor to dispatch a wrecker to the location of the event in order to expedite response times.
- c. The Contractor may maintain a maximum of two telephone numbers to be called for requesting service.

- d. The Contractor shall have two-way communications between its wrecker vehicles and the Contractor's dispatching office. The Contractor shall not be allowed to transmit or receive calls on any City governmental radio frequency.
- e. In the event the City notifies the Contractor of a cancelled request for wrecker services, the Contractor shall be responsible for communicating with the wrecker vehicle operator of the cancellation.
- f. When the Contractor is called by the City for wrecker services, the City representative requesting such services shall indicate the expected number of wrecked vehicles at the scene. Upon being contacted, the Contractor shall inform the City if it is able to respond within 20 minutes, and if additional wrecker services will be required to handle the scene in light of the Contractor's available personnel and equipment and the size of the incident.
- g. Upon informing the City that it will acknowledge the call for service, the Contractor shall arrive at the scene within 20 minutes of the call. If the Contractor has acknowledged a call but then determines that it is unable to timely respond to a call within 20 minutes, the Contractor shall notify the City via the Henry County E-911 Dispatch Center immediately. The City may then instruct the Contractor to continue proceeding to the scene or may advise the Contractor that the City will call a substitute wrecker service, in which case the Contractor shall cancel its service call (and in which case, the Contractor shall receive no fee).
- h. If the Contractor that has stated an inability to respond to a call in the required time, then arrives on the scene subsequent to the above-referenced communication, the Contractor may be directed to leave the scene without payment for services.
- i. The Contractor is prohibited from calling its own back-up wrecker.
- j. The Contractor must continuously provide acceptable response times for arrival on the scene of an incident. Absent extenuating and unusual circumstances outside the control of the service and its employees, the Contractor must arrive on-scene within 20 minutes of receiving each service call.

6. On-Scene Conduct

- a. It will be the responsibility of the Contractor to ensure that all safety equipment, such as chains or cables and tow-away lighting, are used in accordance with state and federal laws, guidelines, and regulations, as well as the manufacturer's requirements, and as designed for the safe and legal operation of recovery vehicles.
- b. The Contractor is responsible for ensuring that the scene is cleared of any hazards before departing. For example, the Contractor must clear and haul away any vehicle debris at the scene prior to departing the scene. The Contractor must also clean up any substantial spills from the vehicle, including oil, antifreeze, and other vehicle component fluids, as well as any fluids or objects being transported by the vehicle.
- c. The Contractor shall deliver, at the Contractor's expense, to each owner or representative of every towed vehicle present at the scene of the tow, a pre-printed disclosure in a form that states the current fee schedule for City-initiated tows, the location of storage lots, times of vehicle release, and phone number(s) of the Contractor.
- d. Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within the City of Stockbridge (instead of the wrecker's storage lot) if the owner/operator is able to provide payment (via cash, check or credit card) immediately upon completion of the tow. If the owner/operator is not able to provide payment upon completion of the tow, the Contractor may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown in the fee schedule) for the extra trip.
- e. The City provides its own impound facility upon City property for the purpose of storing or holding vehicles for evidence, confiscation, or any other purpose permitted by law. The Contractor shall

follow the directions of the City as to whether a vehicle shall be taken to the City impound facility, State Crime Lab or any other site designated by the City.

- f. The Contractor shall be responsible for all vehicles and property towed, transported, or stored under this Contract, including all equipment and contents therein. The Contractor shall cooperate with the City official responsible for impounding a vehicle to inspect and inventory the vehicle, and shall, upon request, assist with the inventory and verify the accuracy of the inventory taken at the scene of transporting and confirm it by signature.
- g. The Contractor shall provide all usual and customary wrecker services appropriate for the scene, including:
 - i. Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads, streets, or other public thoroughfares and from such property in close proximity thereto.
 - ii. Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the City.
 - iii. Remove cargo or other material from the highways, roads, streets or thoroughfares, which is part of a load being transported over such right-of-way.
 - iv. Remove cargo or other material from the highways, roads, streets, or other public thoroughfares to a site or location designated by the City.
 - v. Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfares; and
 - vi. Remove large dead animals from the highways, roads, streets, or other public thoroughfares, or from property in close proximity thereto, to such places as may be directed by the City. This strictly references animals that were killed and involved in the accident for which the call was placed.

7. Office and Storage Facilities

- a. The Contractor shall maintain a suitable headquarters facility in compliance with City zoning standards and applicable wrecker facility regulations to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. Such facility shall be always maintained clean and presentable.
- b. The Contractor must maintain a secure storage area/impound lot for towed vehicles within or in close proximity to the designated service area, unless otherwise authorized by the City. The impound lot facility shall be accessible twenty-four (24) hours a day, seven (7) days a week. The lot must be fenced with a minimum of 6 ft. fencing, lighted and equipped with a lock or enclosed building. The gate to the impound lot shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations. The impound lot facility shall be lighted during hours of darkness in such a manner as to prevent, discourage and detect attempts at theft or vandalism. The lot shall have a heated shelter on its premises in which stranded motorists may wait for a ride. Impound lots shall be capable of storing a minimum of one hundred (100) vehicles, including tractor-trailers, at any given time. Operational security cameras shall be present in such a manner as to provide recording of activities at every location on the impound lot. Camera footage shall be made available to the City upon request for purposes of investigating criminal and non-criminal complaints by customers.
- c. Lot personnel shall contact the City to determine if a vehicle "hold" has been released before releasing any vehicle upon which the City has placed a "hold".
- d. Upon release of a vehicle from a government impound lot, the Contractor shall transport the vehicle to its private lot and the Contractor shall then store the vehicle pending payment by the owner/operator.

S. Wrecker Vehicles, Towing and Other Equipment

- a. Upon request, the Contractor shall provide a copy of title or registration for each wrecker vehicle to be used in performance of the Contract.
- b. The Contractor is required to obtain annual safety compliance inspections with the State of Georgia Motor Carrier Compliance Division (MCCD). The Contractor shall provide evidence of such satisfactory inspections annually to the City Manager or designee.
- c. Each Contractor shall always have and maintain in operable condition the following equipment:
 - i. Four (4) Rollbacks rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with dual rear wheels.
 - ii. Two (2) Heavy Duty Wreckers (one being a Rotator)
 - iii. One (1) Tractor with a Landoll Type Trailer or ability to obtain a Landoll Type Trailer
- d. The following items and equipment must be maintained on all wreckers and tow trucks:
 - i. Each vehicle must be permanently marked on both sides of the body or cab of the vehicle, in letters and figures in sharp color contrast to the background and legible from a distance of 50 feet during daylight hours while the vehicle is stationary, with:
 - (1) The name of the motor carrier (Contractor), City of address, and telephone number, and
 - (2) The carrier's state or federal US DOT number.
 - ii. Each vehicle must carry:
 - (1) Valid registration tag and revalidation decal on exterior.
 - (2) Valid emergency light permit issued by DPS.
 - (3) Flashing or revolving amber light with 360-degree visibility.
 - (4) Battery jumper cables.
 - (5) Fire extinguisher.
 - (6) Sweeping broom.
 - (7) Flat shovel.
 - (8) Container for debris.
 - (9) Motorcycle straps (4).
 - (10) Tow away lamps (tail, stop and turn signal lights for vehicles being towed), and
 - (11) Stopped vehicle warning devices (e.g. three bi-directional reflective triangles)

9. Personnel

- a. As a safety precaution, all Contractor personnel shall have and prominently display an ID card when responding to a scene. The ID card will be issued by the City and will be at the Company's expense (\$15/card). The ID card shall be displayed by the driver to those served at the scene of any incident where the Company is reporting under this Contract.
- b. The Contractor must maintain and provide upon request to the City a list of all drivers and other personnel reporting to incidents, as well as a current 3-year certified Motor Vehicle Report from the Georgia City of Driver Services (DDS) on those staff.
- c. Drivers must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the Contractor's equipment under Georgia law. Drivers must also meet all applicable driver qualification requirements, including medical qualification requirements, specified by both state and federal law.
- d. The Contractor shall submit to the authorized representative of the City the names, addresses, social security numbers, and date of birth of: (i) all persons employed by the Contractor, and (ii) all associates having a financial or ownership interest in the Contractor's wrecker business. Each such person listed by the Contractor shall consent to be photographed by Police Department personnel, sign a GCIC consent form, and be subjected to a complete background investigation. If,

in the opinion of the City, any employee's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing will be provided from the City to the Contractor. The Contractor shall not use the employee in connection with City-initiated calls.

- e. If a particular employee shows a pattern of disregard for the law (defined as repeated infractions over the preceding decade) or has been convicted of a felony or any misdemeanor crime of violence or moral turpitude within the past decade, or if the conviction is for a violent or sex-related offence regardless of date of conviction, the particular employee shall automatically be excluded from providing services in connection with City-initiated calls.
- f. The Contractor shall submit to the City the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.

10. Charges for Services

- a. All liability and responsibility for payment for the services governed by the Contract shall lie with the owner/operator of the vehicle/property serviced. Under no circumstances will the City be responsible to the Contractor for a third party's failure to pay for towing, storage, or other services rendered to a third party's vehicle or other property, even if the City or its representative placed the call for service. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle shall be disposed of as provided by Georgia law.
- b. If a wrecker call is canceled without service having been provided, there shall be no charge to the City or the vehicle owner.
- c. The Contractor shall be authorized to charge the City and the general public certain fees in accordance with the attached City-mandated fee schedule. All fees charged for any services shall be subject to the schedule, including the cap on fees in the schedule. The existence of a cap on fees charged will not in any way excuse the Contractor from complying with its obligations in the Contract, including the obligation to provide thorough professional service and to leave any incident site clean and free of debris and other hazards. For "Extraordinary Services", the Contractor must provide photographs or other reasonable documentation substantiating the fees charged at the time of billing.
- d. The Contractor shall post the City's fee schedule as the prices to be charged to the public in connection with City-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.
- e. With each bill the Contractor sends or presents for payment in connection with services rendered pursuant to this policy, the Contractor shall also attach a copy of the fee schedule for City-initiated tows so that customers may compare the fees charged to the fee schedule.
- f. A detailed written invoice shall be provided to each vehicle owner/operator upon request.
- g. If the Contractor is determined by the City (in the reasonable discretion of the City personnel responsible for managing the Contract) to have over-charged a customer for wrecker services in violation of the City-mandated fee schedule, the Contractor shall, upon request of the City, immediately refund to the customer any over-charged amount. Formal notice shall not be required to communicate the refund request. Willful or repeated violations of the City mandated fee schedule will be grounds for warnings, suspension, or termination of the Contract.

11. Inspections

The Contractor shall be subject to inspections of pertinent documents, personnel, locations, vehicles, and equipment throughout the term by the City.

12. Compliance with Law

It is a material provision of the Contract that the Contractor comply with all applicable local, state, and federal laws, ordinances, rules, and regulations. Contractors who also engage in Non-Consensual Towing functions specified in OCGA §44-1-13, which is regulated by the Department of Public Safety, must possess a Non-Consensual Towing (NCT) Permit issued by the Department of Public Safety; and conform to all laws, rules, and regulations governing such actions.

13. Insurance Requirements

The Contractor must maintain statutory minimum workers' compensation insurance; employer's liability insurance with limits of at least \$100,000 each accident for bodily injury; commercial general liability insurance with limits of at least \$1,000,000; commercial automobile liability insurance (combined single limit) of at least \$1,000,000; and garage-keepers liability insurance of at least \$1,000,000.

14. Indemnification

The City shall in no way be liable or responsible for accident or damage that may occur due to the operation or maintenance by the Contractor. The Contractor shall indemnify the City and its employees and agents, and hold them harmless against any and all liability, loss, cost, claims, damage, or any expense connected therewith including, but not limited to, reasonable attorney fees and suit costs by the City by reason of negligence, failure to act or default, misconduct of the Contractor in their operation or maintenance of facilities, vehicles, or equipment.

Wrecker Service Agreement

1. Purpose

- A. To establish a policy that will govern how wrecker service selection will be accomplished and how the City will enter into contracts with the selected wrecker service(s).
- B. To describe criteria by which wrecker service operators should govern themselves while conducting business where they may be called by the City.
- C. To ensure that wrecker company called by the City use and maintain safe roadworthy recovery vehicles.
- D. To specify the minimum required equipment for wrecker services called by the City.
- E. To ensure that prices charged to the public and City are fair and reasonable.
- F. The other purposes are addressed herein.

2. General Statement of Policy

It is the intent of the City of Stockbridge to utilize the most qualified wrecker services that provide the best value to the public and the City. Wrecker services utilized by the City must professionally conduct themselves, providing competent service at a reasonable and fair cost to the City and the public while complying with state and federal laws, rules, and regulations. This policy is not intended to create any benefit for any wrecker service or wrecker owner or operators of any wrecker service. This policy neither creates nor establishes any right or legal duty owed to any wrecker service or its owners or operators. This policy may be amended, from time to time, in writing by the City Council.

3. Applicability of Policy

This policy applies to all requests for services initiated by the City or its representatives while performing City Business (as defined herein). Requests made while performing "City Business" are those made by City employees in their official capacity, where the City is legally authorized to transport or store a vehicle. City Business shall include, but not be limited to, requests arising out of the following circumstances: (a) where City vehicles or other City property must be towed; and (b) where there is a law enforcement or public safety basis for the City to call for towing and/or impoundment, including for purposes such as removing immediate traffic hazards, traffic obstructions, and threats to public safety, removing unattended or illegally parked vehicles from the public right-of-way, removing vehicles from a public right-of-way following an arrest where the person or persons in charge of such vehicle are unable to provide for its custody or removal, impounding recovered stolen vehicles, removing illegally parked motor vehicles from City property, responding to an emergency situation requiring a wrecker service vehicle to assist in field operations, and transporting vehicles to and from the police impound lot or to the GBI crime lab or the City Impound Lot for evidence collection and processing.

The City expects that vehicle owners/operators in non-emergency situations will personally engage a private wrecker service of their choice to move their vehicle. The same is true for private property owners who desire a trespassing vehicle to be towed from their private property were permitted by **law**. The City's representatives may advise the vehicle owner/operator or property owner of their option and responsibility to call the wrecker service of their choice. City representatives may also, in their sole discretion, place a call for a wrecker service as a courtesy to a member of the public. Such calls will not be governed by this policy.

This policy does not apply to:

Services not initiated by the City or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that City personnel may be responding to the scene.

4. Wrecker Call Procedures

A. Service Areas

1. The City hereby establishes the service area as shown in Exhibit A.

B. Default City Wrecker Call Procedures

1. When a wrecker service is needed for City Business, the City shall use that wrecker service that has contracted with the City under this policy (each an "Authorized Wrecker Service").
2. The City shall first call the Authorized and Contracted Wrecker Service. If said Wrecker Service isn't available for any reason, the County E-911 Dispatch will contact another wrecker service at the request of the city.
3. If the Authorized Wrecker Service for the assigned service area is unable to timely respond to a call, or if the called Authorized Wrecker Service requires further assistance from another wrecker service on the scene, the City may call another Authorized Wrecker Service. Only if no Authorized Wrecker Service is available to timely respond may the City call another wrecker service, selected at its discretion.
4. The default provisions of this subsection (B) shall be subject to the exceptions listed below.

C. Exceptions

1. In an emergency, involving a significant threat to life or property, the City representative may utilize the closest equipment or services necessary to stabilize the situation.
2. If the owner/operator of a vehicle makes a reasonable request for a specific wrecker service and requests the City representative to call for wrecker assistance, that wrecker service will be used instead of the Authorized Wrecker Service that has been contracted. These requests must be made on an individual incident basis. Advance blanket requests are not practical for safety and efficiency, and

therefore, will not be honored. If time is of the essence in responding to an incident, the City representative may call an Authorized Wrecker Service under the default procedures above without first consulting with the vehicle's owner/operator. Additionally, if the use of the wrecker service requested by the owner/operator would result in an excessive delay to the City representative in the execution of their duties, the City representative may exercise the option of following the default procedures as provided in subsection (B) above.

5. Procedure for Inspecting Wrecker Services

- A. The City Manager shall designate one or more staff members to be responsible for overseeing the performance of the Authorized Wrecker Services ("City Manager's Designee"). No statement in this policy regarding the role of the City Manager's Designee shall create a mandatory or ministerial duty or obligation toward any member of the public; each duty, if any, shall be considered discretionary.
- B. Each Authorized Wrecker Service shall be subject to random inspections of pertinent documents, worksites, vehicles, and equipment. The City Manager's Designee will be responsible for the inspection of the wrecker service's documents, worksites, vehicles, and equipment to ensure compliance with this policy and the City's contract.
- C. Upon credible information that an Authorized Wrecker Service has engaged in unlawful or improper conduct or has otherwise given good cause to reconsider the contract with the Authorized Wrecker Service, the City Manager's Designee shall promptly and fully investigate the situation and determine if corrective action is appropriate.
- D. After investigating, the City Manager's Designee shall consider the severity of the issue and the number of prior issues with the Authorized Wrecker Service in question and may issue warnings to the Authorized Wrecker Service. The City Manager's Designee may also recommend suspension or termination of the contract with an Authorized Wrecker Service. However, any such suspension shall occur only upon approval of the City Manager; any such termination shall occur only upon approval of the Mayor and City Council.

6. Procedure for Selecting Wrecker Services

A. Request for Qualifications/Proposals

- 1. From time to time, City staff shall issue a request for proposals or request for qualifications (RFQ) from wrecker services to compete to provide wrecker services under this policy. The highest-ranking proposers shall be invited to enter a contract with the City. Those that do contract with the City shall be deemed Authorized Wrecker Services and shall be the default wrecker services utilized by the City for purposes of City Business.
- 2. The City may have more than one Wrecker Service under contract at one time to ensure operational continuity.

3. The City may select any number of wrecker services to contract with, which number may be determined in the City's sole discretion during the selection process, based on the size and capabilities of the highest-scoring proposers.
4. Scoring of the Request for Qualifications shall consider factors such as the company's qualifications and experience, references, personnel, and the company's understanding of the services required and its quality assurances for such services.
5. A wrecker service shall be deemed non-responsible and shall not be selected pursuant to the RFQ if:
 - a. The applicant company has, within the past five years, been removed from the City wrecker rotation list or had a wrecker service contract with the City affirmatively terminated by the City for cause; or
 - b. Any of the owners of the applicant company hold or have held any direct or indirect ownership interest in a wrecker service that would be deemed non-responsible under subsection (a) above; or
 - c. Any of the management-level employees and City representatives of the applicant company have previously managed a wrecker service that would be deemed non-responsible under subsection (a) above.
6. To be considered, each proposal shall include all information specified in the Request for Qualifications, to include the following documents:
 - a. A declaration of ownership demonstrating all parties (by name and address) who own any interest in the company.
 - b. A sworn and notarized certification by an officer of the applicant company that the applicant company is a responsible company under Section 6.A.5 above; and
 - c. A copy of the company's current business license.

B. Contract Requirements

Any contract entered into between the City and an Authorized Wrecker Service shall contain the provisions set forth in Exhibit A hereto, or their substantial equivalent.

7. On-Scene Procedures for City Staff

A. Inventory of Personal Property.

Whenever any vehicle is removed by an Authorized Wrecker Service at the direction of a public safety official, the public safety official shall make a thorough inventory of all equipment, accessories, personal articles and other items either attached to or located within the vehicle. The public safety official shall verify said inventory and maintain a copy of it. The official shall document any outside and inside damage to the vehicle prior to the vehicle being towed away. The official may request assistance from wrecker service staff on the scene. Nothing contained in this section shall prohibit a public safety official from removing evidence from a vehicle.

8. Fees

- A. The City shall, from time to time, adopt and update a fee schedule for towing and storage services. When contracting with an Authorized Wrecker Service, the then-applicable fee schedule shall be made a part of the contract.
- B. The fee schedule adopted by the City is attached hereto as Exhibit A. Further amended versions of the fee schedule shall be attached to this policy.
- C. In setting a fee schedule, the City's primary concern is to protect the interests of the public who have limited negotiating leverage. However, the City also desires for Authorized Wrecker Services to be fairly compensated for special or unusual circumstances. The City will, from time to time, consider reasonable petitions from local wrecker services for modifications to the fee schedule.

EXHIBIT A

Fee Schedule for the City Initiated Tows Adopted by the City of Stockbridge

1. Towing

a. Overall Cap on Fees

Regardless of the towing and related services provided in connection with an incident, for each vehicle towed or otherwise serviced, a wrecker service contracting with the City may not charge more than the cap on charges stated in the table below. The cap does not apply to storage fees.

The cap for additional extraordinary services shall be separate from the cap for standard service fees. The combination of the two is the Total Maximum Charge.

"City vehicle" refers to vehicles owned or operated by the City of Stockbridge.

For extremely serious incidents with documented wrecker expenses, the City may grant case-by-case waivers on the cap for additional extraordinary services and Total Maximum Charge. All such waiver requests shall be made to the City within 24 hours of the wrecker's arrival on the scene of the incident.

	TOWING SERVICES - CHARGE CAPS			
Any and All Towing Services and Charges Associated With One Vehicle	Cap for All Standard Services (Non-City Vehicles)	Cap for All Standard Services (City Vehicles)	Cap for Additional Extraordinary Services	Total Maximum Charge
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$300	\$60	\$300	\$800 (non-City) \$360 (City vehicle)
Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$500	\$100	\$1,000	\$1,500 (non-City) \$1,100 (City vehicle)
Gross Vehicle Weight Rating (GVWR) of 20,001 or greater	\$1,000	\$200	\$3,000	\$4,000 (non-City) \$3,200 (City vehicle)

b. Fees for Standard Services

STANDARD TOWING SERVICES		
Type of Service	Fee	
Basic Towing	Non-City Vehicle	City Vehicle
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$175	\$0.00 for first tow, \$35.00 for the second tow and if necessary, \$55.00 for the third tow.
Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$300	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater- per unit charge	\$450	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater- combination unit	\$850	\$170
Standard Alternative or Extra Services		
Road service {where no tow is performed}	\$60	\$20
Winching (where no tow is performed)	\$75	\$20
Use of dollies	\$70	\$20
Flipping {where vehicle is on its side or on its back and two or fewer wheels are touching the ground}	\$50.00 for vehicle GVWR 19,999 or less; \$150 for GVWR of 20,000 or more.	
Loading but no tow (if the vehicle has been hooked and loaded and the vehicle has not left the site of loading, but owner/operator produced ignition key and removes vehicle with no tow)	\$100.00 for GVWR of 19,999 or less; \$150 for GVWR of 20,000 or more.	

There will be no additional fees charged for non-disposable equipment necessary for the daily operation of the service (vests, radios, uniforms, shovels, etc.).

c. Fees for Extraordinary Services

EXTRAORDINARY SERVICES	
Type of Service	Fee
Top or side of trailer blown out or severely compromised.	\$0.01 per vehicle pound
Tractor and trailer have become separated	\$0.01 per vehicle pound
Cab separated from chassis	\$0.01 per vehicle pound
Wheels higher than roof of vehicle at scene of accident	\$0.01 per vehicle pound
If cutting of trees, guardrails or removal of obstacles is necessary	\$75/crew member/hour*

If vehicle is hanging over an embankment or bridge	\$75/crew member/hour*
Major clean-up (truck spill of more than 300 pounds of material)	\$75/crew member/hour*
Clean-up of flammable or chemical high-hazard loads (This does not include spills of vehicle fluids such as gasoline, oil or antifreeze or standard loads.)	\$200/crew member/hour*
<i>*Hourly rates are based on the time of arrival on the incident scene until the scene is cleared and crew members are free to leave the scene of the incident. Crew staffing shall be no more than what is reasonable for the work required.</i>	

Storage Fees

STORAGE SERVICES	
Type of Service	Fee
Storage for the first 24 hours, beginning at the time the vehicle arrives at the lot.	No charge
Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle.	No charge
"Loadout fee" or similar charge for moving the vehicle within or from the lot to make the vehicle accessible for pickup.	No charge
Storage - Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$25.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$30.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Per Unit Charge)	\$40.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Combination Unit)	\$75.00/day
After hours fee that may be charged if the vehicle's owner wishes to claim an impounded vehicle earlier than 8am or the start of the wrecker service's posted business hours (whichever is earlier) or later than 5pm or the end of the wrecker service's posted business hours (whichever is later).	\$30.00

Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within the City of Stockbridge (instead of the wrecker's storage lot) if the owner is able to provide payment (via-cash, check or credit card) immediately upon completion of the tow. If the owner is not able to provide payment upon completion of the tow, the wrecker service may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown above) for the extra trip (subject to the overall Total Maximum Charge).

2. Towing and Storage for Investigation Purposes

City representatives may direct an Authorized Wrecker Service to tow property to a government impound lot for a criminal or traffic accident investigation. Following release of the property by the investigating entity, the Authorized Wrecker Service will tow the vehicle to its own storage lot and hold the vehicle for pickup by its owner or owner's designee. Except where prohibited by law, the Authorized Wrecker Services shall charge the vehicle owner for towing and storage fees associated with the vehicle as follows:

The towing charge shall be the amount that would have been charged for towing the vehicle directly from the crime or accident scene to the wrecker's lot regardless of how many times the wrecker had to move the vehicle to and from government impound lots; and

Once the vehicle is parked on the Authorized Wrecker Service's lot, the wrecker service may charge storage fees beginning 24 hours after the vehicle has been placed on the wrecker service's lot.

EXHIBIT B

Standard Contract Terms with Authorized Wrecker Services

1. Contract Period

The initial Contract term shall be one (1) year from the date of execution. The Contract shall automatically renew for two (2) additional one (1) year periods unless notice of non-renewal of the Contract is given by either party at least ninety (90) days prior to the expiration date. If needed, the Contract will be extended 90 days or for such period beyond the Contract expiration date as it may be necessary to afford the City a continuous supply of the services. Should the Contractor or the City not desire to renew the Contract, new proposals may be solicited for the purpose of establishing a new contract for wrecker services.

2. Termination and Suspension

a. Termination by Contractor

The Contract resulting from this bid 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 the Contract, 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 Contract resulting from this bid shall be subject to termination by the City if anyone or more of the following events occurs:

- i. A single significant default (as determined by the City in its reasonable discretion) or persistent minor defaults by Contractor in the performance of any of the terms, covenants or conditions of the Contract, in which case termination may be affected without opportunity to cure.
- ii. The default by Contractor in the performance of any of the terms, covenants or conditions of the Contract and the failure of Contractor to remedy or undertake to

remedy with sufficient forces and to the City's reasonable satisfaction, provided that the City shall provide the vendor with notice of any such default. 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 Contract without further notice to the Contractor.

- iii. 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.
- iv. An owner or operator of the Contractor is arrested or indicted on a felony charge.
- v. The Contractor or its officers or employees engage in unlawful, unsafe or criminal conduct.
- vi. The City receives substantiated complaints from vehicle owner/operators regarding fraudulent or unethical business practices or excessive billing.

c. Suspension by City

The Contract may be temporarily suspended by the City for any reason that would justify termination.

3. Applicable Requests for Services

The terms of this Contract shall apply to all requests for wrecker services initiated by the City and its officers and employees in their official capacity, except as specified below:

- a. From time to time, City officers and employees may place a call for a wrecker service as a courtesy to a member of the public. In such calls, the City or representative shall inform the Contractor that it is calling in a "private tow" and the terms of this Contract will not apply.
- b. This Contract will not apply to:
 - i. Services not initiated by the City or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that City personnel may be responding to the scene.

4. Service Areas

- a. The Contractor is assigned to the following service area: Exhibit A.
- b. Calls for service shall be based on the geographic location within the city limits of Stockbridge. The Contractor(s) assigned to the applicable service area shall, by default, be called first. If the Contractor(s) assigned to the service area is unable to timely respond or if additional assistance is needed, the City may, in its discretion, call Contractors of a non-contracted wrecker service.

s. Responding to Calls

- a. The Contractor shall maintain adequate equipment and a sufficient labor force to meet the City's demand for services in the assigned service area(s) on a full 24-hour per day basis every day of the year.
- b. Standby crews and equipment shall be arranged to meet emergency situations under abnormal conditions. If there is a special event being held in the City of Stockbridge, such as serious inclement weather, the City may require the Contractor to dispatch a wrecker to the location of the event in order to expedite response times.
- c. The Contractor may maintain a maximum of two telephone numbers to be called for requesting service.

- d. The Contractor shall have two-way communications between its wrecker vehicles and the Contractor's dispatching office. The Contractor shall not be allowed to transmit or receive calls on any City governmental radio frequency.
- e. In the event the City notifies the Contractor of a cancelled request for wrecker services, the Contractor shall be responsible for communicating with the wrecker vehicle operator of the cancellation.
- f. When the Contractor is called by the City for wrecker services, the City representative requesting such services shall indicate the expected number of wrecked vehicles at the scene. Upon being contacted, the Contractor shall inform the City if it is able to respond within 20 minutes, and if additional wrecker services will be required to handle the scene in light of the Contractor's available personnel and equipment and the size of the incident.
- g. Upon informing the City that it will acknowledge the call for service, the Contractor shall arrive at the scene within 20 minutes of the call. If the Contractor has acknowledged a call but then determines that it is unable to timely respond to a call within 20 minutes, the Contractor shall notify the City via the Henry County E-911 Dispatch Center immediately. The City may then instruct the Contractor to continue proceeding to the scene or may advise the Contractor that the City will call a substitute wrecker service, in which case the Contractor shall cancel its service call (and in which case, the Contractor shall receive no fee).
- h. If the Contractor that has stated an inability to respond to a call in the required time, then arrives on the scene subsequent to the above-referenced communication, the Contractor may be directed to leave the scene without payment for services.
- i. The Contractor is prohibited from calling its own back-up wrecker.
- j. The Contractor must continuously provide acceptable response times for arrival on the scene of an incident. Absent extenuating and unusual circumstances outside the control of the service and its employees, the Contractor must arrive on-scene within 20 minutes of receiving each service call.

6. On-Scene Conduct

- a. It will be the responsibility of the Contractor to ensure that all safety equipment, such as chains or cables and tow-away lighting, are used in accordance with state and federal laws, guidelines, and regulations, as well as the manufacturer's requirements, and as designed for the safe and legal operation of recovery vehicles.
- b. The Contractor is responsible for ensuring that the scene is cleared of any hazards before departing. For example, the Contractor must clear and haul away any vehicle debris at the scene prior to departing the scene. The Contractor must also clean up any substantial spills from the vehicle, including oil, antifreeze, and other vehicle component fluids, as well as any fluids or objects being transported by the vehicle.
- c. The Contractor shall deliver, at the Contractor's expense, to each owner or representative of every towed vehicle present at the scene of the tow, a pre-printed disclosure in a form that states the current fee schedule for City-initiated tows, the location of storage lots, times of vehicle release, and phone number(s) of the Contractor.
- d. Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within the City of Stockbridge (instead of the wrecker's storage lot) if the owner/operator is able to provide payment (via cash, check or credit card) immediately upon completion of the tow. If the owner/operator is not able to provide payment upon completion of the tow, the Contractor may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown in the fee schedule) for the extra trip.
- e. The City provides its own impound facility upon City property for the purpose of storing or holding vehicles for evidence, confiscation, or any other purpose permitted by law. The Contractor shall

follow the directions of the City as to whether a vehicle shall be taken to the City impound facility, State Crime Lab or any other site designated by the City.

- f. The Contractor shall be responsible for all vehicles and property towed, transported, or stored under this Contract, including all equipment and contents therein. The Contractor shall cooperate with the City official responsible for impounding a vehicle to inspect and inventory the vehicle, and shall, upon request, assist with the inventory and verify the accuracy of the inventory taken at the scene of transporting and confirm it by signature.
- g. The Contractor shall provide all usual and customary wrecker services appropriate for the scene, including:
 - i. Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads, streets, or other public thoroughfares and from such property in close proximity thereto.
 - ii. Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the City.
 - iii. Remove cargo or other material from the highways, roads, streets or thoroughfares, which is part of a load being transported over such right-of-way.
 - iv. Remove cargo or other material from the highways, roads, streets, or other public thoroughfares to a site or location designated by the City.
 - v. Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfares; and
 - vi. Remove large dead animals from the highways, roads, streets, or other public thoroughfares, or from property in close proximity thereto, to such places as may be directed by the City. This strictly references animals that were killed and involved in the accident for which the call was placed.

7. Office and Storage Facilities

- a. The Contractor shall maintain a suitable headquarters facility in compliance with City zoning standards and applicable wrecker facility regulations to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. Such facility shall be always maintained clean and presentable.
- b. The Contractor must maintain a secure storage area/impound lot for towed vehicles within or in close proximity to the designated service area, unless otherwise authorized by the City. The impound lot facility shall be accessible twenty-four (24) hours a day, seven (7) days a week. The lot must be fenced with a minimum of 6 ft. fencing, lighted and equipped with a lock or enclosed building. The gate to the impound lot shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations. The impound lot facility shall be lighted during hours of darkness in such a manner as to prevent, discourage and detect attempts at theft or vandalism. The lot shall have a heated shelter on its premises in which stranded motorists may wait for a ride. Impound lots shall be capable of storing a minimum of one hundred (100) vehicles, including tractor-trailers, at any given time. Operational security cameras shall be present in such a manner as to provide recording of activities at every location on the impound lot. Camera footage shall be made available to the City upon request for purposes of investigating criminal and non-criminal complaints by customers.
- c. Lot personnel shall contact the City to determine if a vehicle "hold" has been released before releasing any vehicle upon which the City has placed a "hold".
- d. Upon release of a vehicle from a government impound lot, the Contractor shall transport the vehicle to its private lot and the Contractor shall then store the vehicle pending payment by the owner/operator.

S. Wrecker Vehicles, Towing and Other Equipment

- a. Upon request, the Contractor shall provide a copy of title or registration for each wrecker vehicle to be used in performance of the Contract.
- b. The Contractor is required to obtain annual safety compliance inspections with the State of Georgia Motor Carrier Compliance Division (MCCD). The Contractor shall provide evidence of such satisfactory inspections annually to the City Manager or designee.
- c. Each Contractor shall always have and maintain in operable condition the following equipment:
 - i. Four (4) Rollbacks rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with dual rear wheels.
 - ii. Two (2) Heavy Duty Wreckers (one being a Rotator)
 - iii. One (1) Tractor with a Landoll Type Trailer or ability to obtain a Landoll Type Trailer
- d. The following items and equipment must be maintained on all wreckers and tow trucks:
 - i. Each vehicle must be permanently marked on both sides of the body or cab of the vehicle, in letters and figures in sharp color contrast to the background and legible from a distance of 50 feet during daylight hours while the vehicle is stationary, with:
 - (1) The name of the motor carrier (Contractor), City of address, and telephone number, and
 - (2) The carrier's state or federal US DOT number.
 - ii. Each vehicle must carry:
 - (1) Valid registration tag and revalidation decal on exterior.
 - (2) Valid emergency light permit issued by DPS.
 - (3) Flashing or revolving amber light with 360-degree visibility.
 - (4) Battery jumper cables.
 - (5) Fire extinguisher.
 - (6) Sweeping broom.
 - (7) Flat shovel.
 - (8) Container for debris.
 - (9) Motorcycle straps (4).
 - (10) Tow away lamps (tail, stop and turn signal lights for vehicles being towed), and
 - (11) Stopped vehicle warning devices (e.g. three bi-directional reflective triangles)

9. Personnel

- a. As a safety precaution, all Contractor personnel shall have and prominently display an ID card when responding to a scene. The ID card will be issued by the City and will be at the Company's expense (\$15/card). The ID card shall be displayed by the driver to those served at the scene of any incident where the Company is reporting under this Contract.
- b. The Contractor must maintain and provide upon request to the City a list of all drivers and other personnel reporting to incidents, as well as a current 3-year certified Motor Vehicle Report from the Georgia City of Driver Services (DDS) on those staff.
- c. Drivers must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the Contractor's equipment under Georgia law. Drivers must also meet all applicable driver qualification requirements, including medical qualification requirements, specified by both state and federal law.
- d. The Contractor shall submit to the authorized representative of the City the names, addresses, social security numbers, and date of birth of: (i) all persons employed by the Contractor, and (ii) all associates having a financial or ownership interest in the Contractor's wrecker business. Each such person listed by the Contractor shall consent to be photographed by Police Department personnel, sign a GCIC consent form, and be subjected to a complete background investigation. If,

in the opinion of the City, any employee's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing will be provided from the City to the Contractor. The Contractor shall not use the employee in connection with City-initiated calls.

- e. If a particular employee shows a pattern of disregard for the law (defined as repeated infractions over the preceding decade) or has been convicted of a felony or any misdemeanor crime of violence or moral turpitude within the past decade, or if the conviction is for a violent or sex-related offence regardless of date of conviction, the particular employee shall automatically be excluded from providing services in connection with City-initiated calls.
- f. The Contractor shall submit to the City the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.

10. Charges for Services

- a. All liability and responsibility for payment for the services governed by the Contract shall lie with the owner/operator of the vehicle/property serviced. Under no circumstances will the City be responsible to the Contractor for a third party's failure to pay for towing, storage, or other services rendered to a third party's vehicle or other property, even if the City or its representative placed the call for service. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle shall be disposed of as provided by Georgia law.
- b. If a wrecker call is canceled without service having been provided, there shall be no charge to the City or the vehicle owner.
- c. The Contractor shall be authorized to charge the City and the general public certain fees in accordance with the attached City-mandated fee schedule. All fees charged for any services shall be subject to the schedule, including the cap on fees in the schedule. The existence of a cap on fees charged will not in any way excuse the Contractor from complying with its obligations in the Contract, including the obligation to provide thorough professional service and to leave any incident site clean and free of debris and other hazards. For "Extraordinary Services", the Contractor must provide photographs or other reasonable documentation substantiating the fees charged at the time of billing.
- d. The Contractor shall post the City's fee schedule as the prices to be charged to the public in connection with City-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.
- e. With each bill the Contractor sends or presents for payment in connection with services rendered pursuant to this policy, the Contractor shall also attach a copy of the fee schedule for City-initiated tows so that customers may compare the fees charged to the fee schedule.
- f. A detailed written invoice shall be provided to each vehicle owner/operator upon request.
- g. If the Contractor is determined by the City (in the reasonable discretion of the City personnel responsible for managing the Contract) to have over-charged a customer for wrecker services in violation of the City-mandated fee schedule, the Contractor shall, upon request of the City, immediately refund to the customer any over-charged amount. Formal notice shall not be required to communicate the refund request. Willful or repeated violations of the City mandated fee schedule will be grounds for warnings, suspension, or termination of the Contract.

11. Inspections

The Contractor shall be subject to inspections of pertinent documents, personnel, locations, vehicles, and equipment throughout the term by the City.

12. Compliance with Law

It is a material provision of the Contract that the Contractor comply with all applicable local, state, and federal laws, ordinances, rules, and regulations. Contractors who also engage in Non-Consensual Towing functions specified in OCGA §44-1-13, which is regulated by the Department of Public Safety, must possess a Non-Consensual Towing (NCT) Permit issued by the Department of Public Safety; and conform to all laws, rules, and regulations governing such actions.

13. Insurance Requirements

The Contractor must maintain statutory minimum workers' compensation insurance; employer's liability insurance with limits of at least \$100,000 each accident for bodily injury; commercial general liability insurance with limits of at least \$1,000,000; commercial automobile liability insurance (combined single limit) of at least \$1,000,000; and garage-keepers liability insurance of at least \$1,000,000.

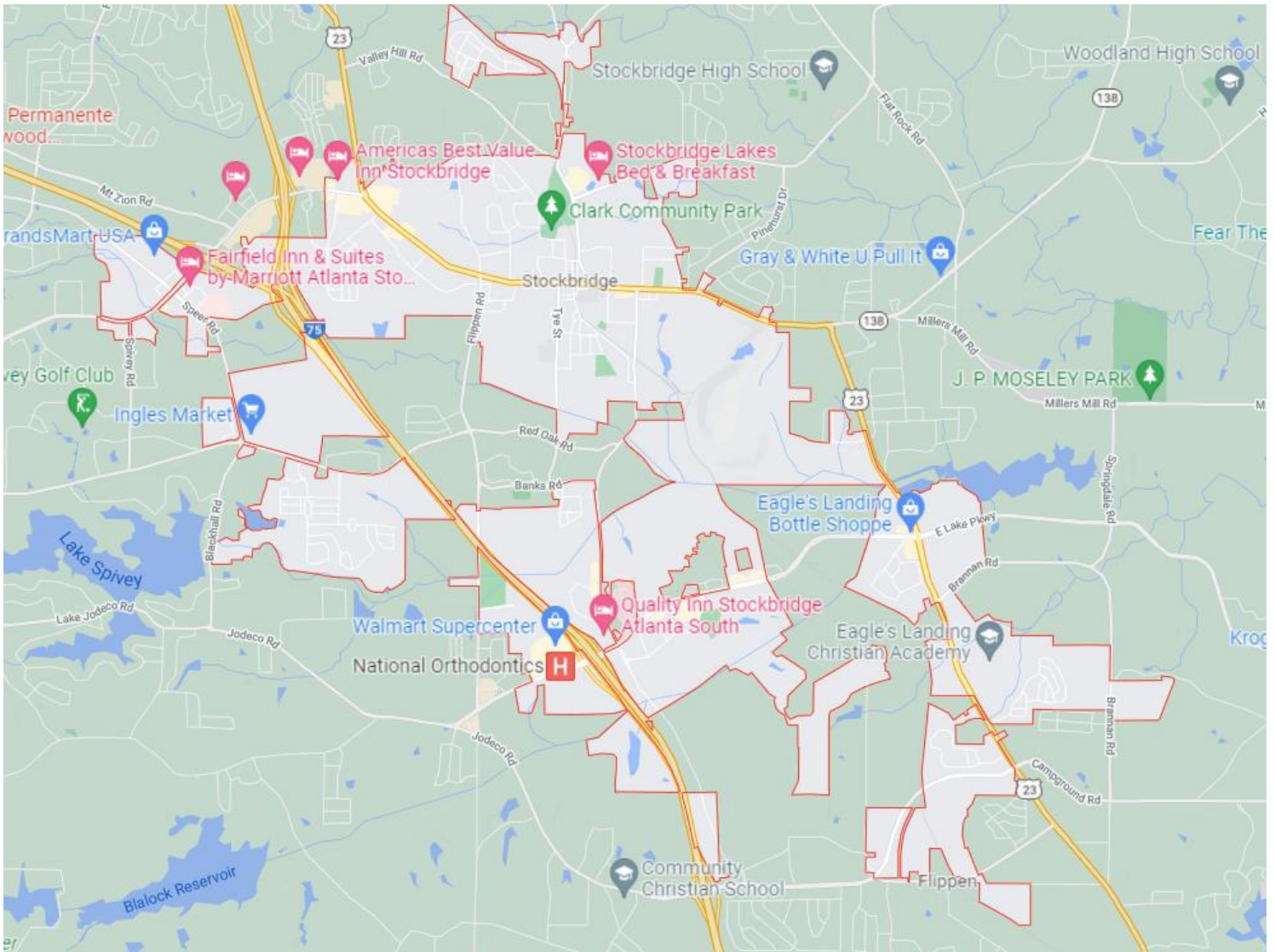
14. Indemnification

The City shall in no way be liable or responsible for accident or damage that may occur due to the operation or maintenance by the Contractor. The Contractor shall indemnify the City and its employees and agents, and hold them harmless against any and all liability, loss, cost, claims, damage, or any expense connected therewith including, but not limited to, reasonable attorney fees and suit costs by the City by reason of negligence, failure to act or default, misconduct of the Contractor in their operation or maintenance of facilities, vehicles, or equipment.

EXHIBIT A

Service Area Map

(FINAL DRAFT NOT AVAILABLE YET)





Henry County, Georgia Purchasing Department

140 Henry Parkway - McDonough, Georgia 30253
(770) 288-6027 - (770) 288-6047 Fax

September 28, 2021

RE: Contract Number HC-21-98
Wrecker Services – Annual Contract

Steve Chong
Supreme Trio dba Swanson Towing & Recovery
3329 North Henry Blvd
Stockbridge, GA 30281

Dear Mr. Chong:

SUBJECT: NOTICE OF AWARD

The Board of Commissioners of Henry County, Georgia has awarded an annual contract to furnish all labor, materials, tools, equipment and services required for Wrecker Services – Annual Contract to Supreme Trio dba Swanson Towing & Recovery. This is a one (1) year contract with two (2) mutually agreed-upon renewals and is issued and accepted under the terms and conditions of the original bid documents with effective dates of October 1, 2021 through September 30, 2022. The term length is not to exceed September 30, 2024.

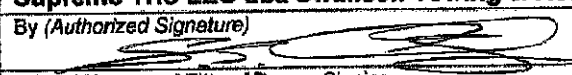
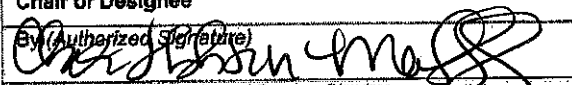
Enclosed is a copy of the signed contract. If the Purchasing Department can be of further service, please contact us at 770-288-6027.

Sincerely,

Courtney Henry
Procurement Agent II, Purchasing

Enclosure

Henry County Standard Contract Form

Solicitation Title Wrecker Services		Solicitation Number 21-98	Contract Number HC-21-98
1. This Contract is entered into between Henry County and the Contractor named below:			
Henry County		(hereafter called County)	
Contractor's Name Supreme Trio LLC dba Swanson Towing & Recovery		(hereafter called Contractor)	
2. Contract to Begin: October 1, 2021	Date of Completion: September 30, 2022	Renewals: May be renewed for two (2) additional one (1) year periods	
3. Lump Sum Amount of this Contract (if applicable) N/A	Fee Represented as a Percentage Of Designated Cost (if applicable) N/A	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable): N/A	Annual Contract Price Agreement (if applicable) Per Wrecker Services Policy
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:			
1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)			
2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response			
3: Fee/Cost Submitted by Contractor			
4: All Other Documentation Required in Solicitation			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
5.			
Contractor			
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Supreme Trio LLC dba Swanson Towing & Recovery		Federal Identification No. 1712542	
By (Authorized Signature) 		Date Signed 9/23/2021	
Printed Name and Title of Person Signing Steve Chong, Owner			
Address 3329 North Henry Blvd Stockbridge, GA 30281			
Telephone Number 770-474-7955 or 770-4747218		E-mail Address swansontowing@hotmail.com	
6.			
Henry County			
Chair or Designee			
By (Authorized Signature) 		Date Signed 9/28/2021	
Printed Name and Title of Person Signing Cheri Hobson-Matthews, County Manager			
Address 140 Henry Parkway, McDonough, Georgia 30253			

BOARD OF COMMISSIONERS OF
HENRY COUNTY, GEORGIA

RESOLUTION NO. 21-290

A Resolution of the Board of Commissioners *awarding RFQ #21-98 to the Wrecker Services
Annual Contract*

WHEREAS, proposals, RFQ #21-98, were solicited for the Wrecker Services Annual Contract; and

WHEREAS, 4 vendors responded and their proposals were reviewed and scored by an evaluation committee; and

WHEREAS, Swanson Towing and Recovery and Corner Lot Inc. were determined to be ranked with the highest score; the evaluation committee recommended the award to the two wrecker companies.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Henry County award RFQ #21-98 to Swanson Towing and Recovery and Corner Lot Inc. for the Wrecker Service Annual Contract for a term of one year and renew automatically for two (2) additional one (1) year periods. The Chair and/or County Manager is hereby authorized to execute all appropriate documentation to accomplish this contract.

This 21 of Sept., 2021.

HENRY COUNTY BOARD OF COMMISSIONERS

BY:


Carlotta Harrell, Chair

ATTEST:


Stephanie Braun, County Clerk



HENRY COUNTY RISK AND SAFETY MANAGEMENT DEPARTMENT

140 HENRY PARKWAY • McDONOUGH, GEORGIA 30253

riskmanagement@co.henry.ga.us

MAIN # 770-278-6418

September 29, 2021

Supreme Trio LLC – dba Swanson Towing and Recovery
Attn: Steve Chong and Amanda McAllister
3329 North Henry Boulevard
Stockbridge, Georgia 30281

Dear Steve Chong and Amanda McAllister:

Henry County solicited a Request for Qualifications (RFQ) for an annual contract for wrecker and towing services in Henry County.

At the September 21, 2021, meeting, the Henry County Board of Commissioners approved a Resolution awarding RFQ 21-98 for wrecker services annual contract to Corner Lot, Inc., and to Supreme Trio LLC (dba Swanson Towing and Recovery).

Henry County will monitor the services provided by those selected and will consider adding additional wrecker and towing services to the rotation list, based on the needs of Henry County and motorist who travel throughout the county.

Beginning Friday, October 1, 2021, at 8:00 a.m., all calls for wrecker and/or towing services – 24/7 – in the North Zone will be assigned to Swanson Towing and Recovery; and all calls for wrecker and/or towing services – 24/7 – in the South Zone will be assigned to Corner Lot, Inc.

All services must be provided as outlined in RFQ 21-98 and the Henry County Wrecker Service Policy.

Additionally, beginning Friday, October 1, 2021, the Henry County Risk and Safety Management Department has been appointed as the County Manager's designee and point of contact for all services related to the award of the above-mentioned resolution and policy.

The Henry County Risk and Safety Management Department's contact information is below, if needed.

Sincerely,

Holly Lafontaine, Director
Henry County
Risk and Safety Management

CC: Cheri Hobson-Matthews, County Manager
Chief Mark Amerman, Public Safety Director

Contact Information:

Henry County
Risk and Safety Management
140 Henry Parkway
McDonough, Georgia 30253

Main Phone: 770-288-6418

Direct Phone: 770-288-6802

Email: riskmanagement@co.henry.ga.us

Henry County Wrecker Services - Proposal by Supreme Trio Llc DbA Swanson Towing & Recovery

About Us

Supreme Trio Llc DbA Swanson Towing & Recovery
3329 North Henry Blvd, Stockbridge Ga 30281
(770) 474-7955 or (770) 474-7218.

Contact - Amanda McCallister (770) 474-7955

Declaration of ownership (attached)

Business license (attached)

Currently have 9 fulltime employees

Company established in 1985

Operated under current incorporation name now for almost four years.

No current or previous litigations.

Qualifications and Experience

Swanson Towing & Recovery has been in business since the mid 1980's. We have been working for the county since the very beginning, doing recovery and towing. We currently have the capabilities to handle anything the county should need done. We provide many services ranging from jumpstarts and tire changes to full blown multi-vehicle and heavy duty accidents as well as impounds and general towing.

Since the start of our relationship with the County, Swanson Towing and Recovery has never been suspended or terminated from the wrecker service rotation, (sworn statement attached). We take pride in the fact that we have held on tight with Henry County and have performed satisfactory service for the County and its consumers.

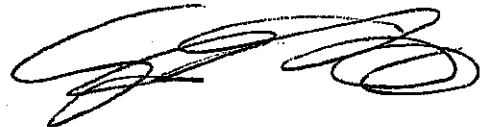
References

City of McDonough Police Dept. Provided wrecker services for roughly 20 years and continued currently. Contact Chief Noble (770) 957-1218, knobler@mcdonoughga.org , 50 Lawrenceville St, McDonough Ga 30253

Georgia State Patrol - Griffin Post - Provided wrecker services for roughly 20 years and continued currently. Contact Trooper Byrd (470) 572-46393, bbyrd@gsp.net , 1313 Arthur K. Bolton Pkwy, Griffin Ga 30223

City of Stockbridge. Provided wrecker services for roughly 15 years and continued currently. Contact Bernard Ash (770) 771-3348, jgreenway@cityofstockbridge-ga.gov, 4640 North Henry Blvd, Stockbridge Ga 30281

Henry County Police Dept	30 years
City of McDonough	20 years
Ga State Patrol (Griffin post)	20 years
Ga Public Safety (NCT)	25 years
City of Stockbridge	15 years
Henry County S.O.	30 years
Elite Collision	9 years
Bellamy Strickland Collision	20 years
Eviction Services	8 years
3 Local Wal-Mart's	15 years



Henry County Wrecker Services - Proposal by Supreme Trio Llc Dbw Swanson Towing & Recovery

Personnel and Equipment

Terry Keasler - 25 years knowledge and experience in towing & recovery. Holds a Class A CDL license to perform any task needed, large (HD) or small. 20 of his years of expertise have been here at Swanson Towing, working with the County and other private contract tows and impounds.

Thomas Bartlett - 25 years knowledge and experience in towing & recovery. Holds a Class B CDL license to perform all tasks. 14 of his years of expertise have been here at Swanson Towing, working with the County and other private contract tows and impounds.

Michael Marks - 15 years knowledge and experience in towing & recovery. Holds a Class B CDL license to perform all tasks. 13 of his years of expertise have been here at Swanson Towing, working with the County and other private contract tows and impounds.

Williams Saconne - 6 years knowledge and experience in towing & recovery. Ability to perform all tasks. Has worked closely with the County, mostly during the evening hours, in his 6 year duration with Swanson Towing.

Jeffrey Collins - Newest driver, with 1 year knowledge and experience with towing & recovery. Trained by the best of our veteran employees. Holds a Class A CDL permit and can perform all tasks needed.

Amanda McCallister - Office Manager of 16 years now for Swanson Towing & Recovery has a vast knowledge in the industry, working closely with the County, other government entities such as City of McDonough Police, City of Hampton police, GSP, and Flint Circuit Drug Task Force, as well as private contracts. She has an outstanding understanding of the business and its processes from dispatch to auction.

Lori Thompson - Administrative Assistant/Dispatcher of Swanson Towing and Recovery. She began here in June of 2014 and has been a loyal employee ever since. Lori also has a great deal of knowledge and expertise in the industry, all of which she has acquired during her seven years here. She has worked with the County police, City of McDonough Police, City of Locust Grove Police, Georgia State Patrol, Drug Task Force, other government entities and private contracts as well. She is a valued asset of the company and plans to continue long term.

Current 3 year certified MVR's for all drivers (See attached)

Equipment owned & utilized:

1993 Peterbilt / 378 Heavy Duty VIN# 1XPFD69X3PN334004

2000 Mack / 700 Rotator VIN# IM2AD62C3YW010674

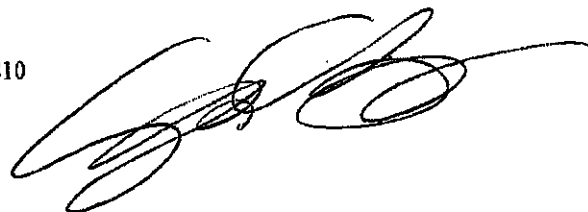
2017 Ford F750 Medium Duty VIN# 1FDXX7DX3HDB02810

2015 Ford Rollback VIN# 3FRNX6FC2FV570755

2019 Ford Rollback VIN# 1FDWX6DC9KDF01733

2020 Ford Rollback VIN# 1FDNX6DCXKDF02028

2021 Ford Rollback VIN# 1FDNX6DC6MDF03146

A large, stylized handwritten signature in black ink, likely belonging to a representative of Supreme Trio LLC.

Henry County Wrecker Services - Proposal by Supreme Trio Llc Dba Swanson Towing & Recovery

Understanding of Services Required and Quality Assurance

Our drivers here at Swanson Towing are all very well trained in the towing and recovery business. We keep them all on standby at all times to ensure we can accommodate any unexpected situations that may arise. Our fleet of trucks are late model and stocked with a variety of tools to make the recovery process as easy as possible. Our drivers approach scenes and asses each situation quickly to determine the safest and fastest way to clear the scene.

Our trucks are always maintained and serviced as needed or called for by the manufacturer in effort to ensure they stay in the best conditions possible. They are groomed on a regular basis to provide a clean, comfortable environment for customers to ride in and have their car hauled with, as well as decent representation of Henry County, City of McDonough, GSP and all other entities that we do business with.

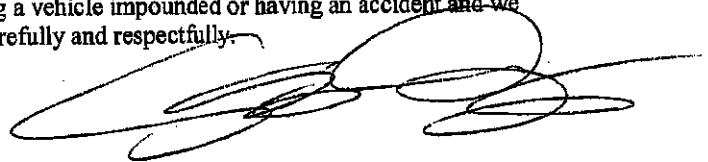
We always have 2 or more office staff working during normal business hours to ensure we are able to handle any customers on the phone or face to face, providing the best customer service we can, while also never skipping a beat when the County phone rings as to not miss or delay any calls. Once a call is received on the County specific phone line we have, we gather any and all pertinent information possible from the 911 operators so that we may expedite the call in the proper direction, utilizing the proper equipment for each individual call and as to not go into a call blindly, ending up with the wrong equipment for the job or delaying our response times. Once all info has been gathered, we immediately contact our driver, give him all pertinent info and wait for the driver to arrive on scene, so we can ensure his safe arrival. Should our driver have any issues arriving to or on scene, he immediately contacts one of the dispatchers back to inform them and asses any potential outcomes quickly.

We currently are allotted a 30 minute response time for County calls. There is always the possibility of exceeding that window due to a number of reasons which usually include bad traffic or weather, however we have a very high rate of less than 30 response times in the 98th percentile.

Our process for entering and tracking vehicles is and always has been as follows, we stick to a familiar routine to avoid mistakes, while always keeping up with and abiding by current laws of process abandon motor vehicle/impounded vehicles.

- Take & dispatch call
- Enter vehicle information given on invoice, into Tow track Software System
- Send notification to HCPD or other PD of the vehicle being impounded within 24 hours
- Receive and enter from PD , GCIC info for each vehicle (owner/lien holder info) within 72 hours
- Send out certified letters to any owner/lien holder within the first 14 days of impound, notifying.
- After the vehicle has remained in impound for 30 days or more, determine whether it should be sold at auction or sold as derelict to a local dismantler.
- If determined to be foreclosure worthy, file Abandon Motor Vehicle affidavit/motion to the Henry County Magistrate Court no later than six months of vehicle being impounded.
- If court finds the filing to be true & correct, an order to sell motor vehicle will be issued to us by the Magistrate Court within two weeks of filing the AMV.
- Once the order to sell has been received, place vehicle in the next upcoming/advertised public auction held at Swanson Towing.
- Once sold, send sale document copies to the Dept of Motor Vehicle, notifying them of the sale, sale price and purchaser information.
- Process as sold in Tow track Software.

Our software was designed strictly for the tow/impound industry, is very user friendly and allows for us to search for any vehicle ever towed by Swanson Towing. Our software offers various different ways to search criteria, as not every person calling has or knows what their VIN or TAG # is. We understand the customers point of view and frustration when getting a vehicle impounded or having an accident and we always tried to assist and approach each situation carefully and respectfully.





Henry County
Purchasing Department
140 Henry Parkway, McDonough, GA 30253
Phone: 770-288-6027 Fax: 770-288-6047

Website: henrycounty-ga.com/purchasing

REQUEST FOR QUALIFICATIONS

Sealed Envelope shall be marked with the following information:

RFQ # 21-98

Wrecker Services – Annual Contract

Due Date and Time: July 27, 2021, 3:00 PM

SCHEDULE OF EVENTS FOR RFQ # 21-98	
Pre-Proposal Conference and Site Visit	None
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: purchasing@co.henry.ga.us	3:00 PM July 2, 2021
*Deadline for first addendum, if required, posted on the Henry County website: henrycounty-ga.com/purchasing	3:00 PM July 12, 2021
Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.	3:00 PM July 27, 2021
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: Supreme Tnd LLC DBA Swanson Towing & Recovery	DATE: 7-26-2021
MAILING ADDRESS: 3329 North Henry Blvd	PHONE: 770-474-7955
CITY: Stockbridge	FAX: 770-474-7518
STATE: Georgia	SSN OR FEDERAL TAX ID: 82-2017642
ZIP: 30281	
EMAIL: swansontowing@hotmail.com	TITLE OF AUTHORIZED REPRESENTATIVE: Owner
PRINTED NAME: Steve Chong	AUTHORIZED SIGNATURE:

**The posting of additional addenda may be required and it is the responsibility of the Proposer to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Henry County.*

SECTION I - GENERAL OVERVIEW

A. PURPOSE

The Henry County Board of Commissioners is seeking statements of qualifications from vendors to determine which service providers will best meet the County's needs for wrecker-related services on an "as-needed" basis. The Proposer must be lawfully engaged in providing towing and wrecking services in the State of Georgia. The selected service providers will be called upon for towing services initiated in the course of County business by Henry County employees and officers.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposals Submission

- a. These instructions will bind Proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of Proposers and others present.
- d. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253
RFQ # 21-98

Wrecker Services – Annual Contract
Due Date and Time: July 27, 2021, 3:00 PM

- e. The Submittal Checklist must be reviewed and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - One (1) unbound clearly marked "Original," of the proposal documents
 - Six (6) bound complete copies (not to exceed a 1/2" capacity ring binder) identical to the original proposal documents, and
 - One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the RFQ number and Proposer's name.
 - If required – One (1) original "Cost Proposal." *The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."*
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms.



Henry County
Purchasing Department
140 Henry Parkway, McDonough, GA 30253
Phone: 770-288-6027 Fax: 770-288-6047

Website: *henrycounty-ga.com/purchasing*

ADDENDUM #1

Issued July 12, 2021

RFQ # 21-98

Wrecker Services – Annual Contract
Due Date and Time: July 27, 2021, 3:00 PM

The following items take precedence over referenced portions of the documents for the above-named project and in executing a contract, will become a part thereof. Where any item in the documents is supplemented hereby, the original requirements will remain in effect. All supplemental conditions will be considered as added thereto. Where any original item is amended, voided or superseded hereby, the provisions of such items not so specifically amended, voided or superseded will remain in effect.

This form must be signed and attached to the bid to acknowledge receipt of this Addendum.
Failure to acknowledge any addenda will result in a non-responsive bid.

Supreme Trio LLC DBA
Swanson Towing & Recovery
Company's Name

7-26-2021
Date

Steve Chong
Authorized Representative's Name

[Signature]
Authorized Representative's Signature

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

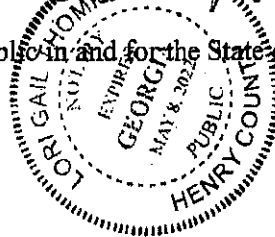
BEFORE ME, the undersigned authority a Notary Public in and for the State of Georgia, on this day personally appeared Steve Chong who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by Supreme Towing & Recovery hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute the Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

Supreme Towing & Recovery DBA Swanson Towing & Recovery [Signature]
(Company) (Signature)
3329 North Henry Blvd Steve Chong
(Address) (Printed Name)
Stockbridge, GA 30281 Owner
(City, State, Zip) (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 26th day of July 20 21
[Signature]
Notary Public in and for the State of GA



(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm 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 1 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.

Steve Chong (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature:



Print Name:

Steve Chong / Swanson Towing & Recovery

Title:

Owner

Firm Address:

3329 North Henry Blvd Stockbridge GA 30281

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
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 Henry County Board of Commissioners 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 and 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:

SCH06711 / CO ID# 1714542

Federal Work Authorization/ E-Verify User Identification Number

7-5-2021

Date of Authorization

Supreme TRO LLC DBA Swanson Towing & Recovery

Name of Contractor

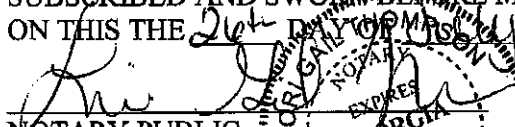
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 7, 26, 2021 in Atlanta (city), GA (state).


Signature of Authorized Officer or Agent

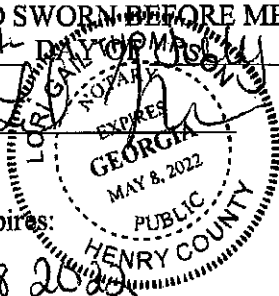
Steve Chang / Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26th DAY OF June, 2021.


NOTARY PUBLIC

My Commission Expires:

May 8 2022



SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these type of business classification, please check all which apply:

☒ **Small Business**

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

☐ **Local Vendor**

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

☐ **Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as "a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable." This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

☒ **DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

- ☒ Asian American
- ☐ Native American
- ☐ African American
- ☐ Hispanic/Latino
- ☐ Pacific Islander.

☐ **Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

☐ **None of the Above Applies**

Supreme Trio LLC DBA
Swanson Towing & Recovery
Company's Name

Steve Chong
Authorized Representative's Name (Print or Type)

7/26/2021
Date


Authorized Representative's Signature

RFQ # 21-98
Wrecker Services - Annual Contract
Due Date and Time: July 27, 2021, 3:00 PM

CHECKLIST FOR RFQ DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

DOCUMENTATION DESCRIPTION

Please check

Any Required Documents cited in RFQ Specifications

W-9

Forms:

Solicitation Form (Page 1 of this Document)

Addendum Cover Sheet(s) (If applicable.)

Bid Authorization Affidavit

Non-Conflict of Interest

Georgia Security & Immigration Compliance Act Affidavit & Agreement

Supplier Inclusion Program

RFQ Documents Submittal Checklist/Addenda Acknowledgement (this page)

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ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

July 12, 2021
Dated

Addendum No. _____

Dated

Addendum No. _____

Dated

Addendum No. _____

Dated

This affirms that all documents are included with the Proposer's RFQ package.

Supreme Tco LLC DBA
Swanson Towing & Recovery
Company's Name

7-26-2021
Date

Steve Chong
Authorized Representative's Name
(Print or Type)

[Signature]
Authorized Representative's Signature



Henry County Tax Commissioner

140 Henry Parkway McDonough, GA 30253
(770) 288-8180 option 5 - Fax (770) 288-8190
Website: www.henrytc.org
Email: occtax@co.henry.ga.us

2021 OCCUPATIONAL TAX CERTIFICATE

Business Name: **Swanson's Towing & Recovery** Account: **43950**
Business Type: **Towing And Recovery**
Business Location: **3329 NORTH HENRY BLVD /HWY 42 N, STOCKBRIDGE, GA 30281**

SWANSON'S TOWING & RECOVERY
3329 NORTH HENRY BLVD
STOCKBRIDGE, GA 30281

Steve Chong

Unincorporated Henry County, Georgia for the period of **01/01/2021 to 12/31/2021**

Michael Harris
Henry County Tax Commissioner

This certificate is *not transferable* and must be posted in a conspicuous place.

IMPORTANT INFORMATION

- Detach and display certificate conspicuously at the place of business for which issued.
- This certificate is not transferable. Any change in ownership must be made in person.
- A change in location and/or nature of business will require additional approval by the Planning Department.
- This Occupational Tax Certificate is renewed annually on January 1st. 10% penalty applies after 90 days.

**Contact the Henry County Tax Commissioner's Office for additional information if needed at
(770) 288-8180 opt. 5**

2021	\$ 387.79
12/02/2020	Steve Chong

DEC. of ownership



Re: Steve Chong

Supreme Trio, LLC

dba Swansons Towing & Recovery

3329 N Henry Blvd

Stockbridge, GA 30281

To Whom It May Concern,

This is to verify that Steve Chong is 100% owner of Supreme Trio, LLC dba Swansons Towing & Recovery and he is successfully running the business.

I have been preparing his personal and business tax return since January 29, 2018 and fully authorized to provide this information. Please contact me if you have any further questions.
Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Seok'.

Seok Hyung Lee, CPA
GA License #024697

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Supreme Trio LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 06/22/2017 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 06/27/2017



Brian P. Kemp
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

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 have ADDITIONAL INSURED provisions or 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 YouZoom Insurance Services, Inc. 6900 College Blvd Ste 1000 Overland Park, KS 66211		CONTACT NAME: PHONE (A/C, No, Ext): 888-240-8803 FAX (A/C, No): 877-835-1833 E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com		
INSURED Supreme Trio LLC dba Swanson Towing & Recovery 3329 N Henry Blvd Stockbridge GA 30281		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Guarantee and Liability Insurance		26247
		INSURER B: Zurich American Insurance Company of Illinois		27855
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1700618439

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPO1641481-02	7/31/2021	7/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CPO1641481-02	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Garagekeepers			CPO1641481-02	7/31/2021	7/31/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Includes On-Hook Coverage
Certificate Holder is named as an Additional Insured. 30 day Notice of Cancellation Applies.

The Proposal Package number and services " RFQ: 21-98 ,Wrecker Services

CERTIFICATE HOLDER**CANCELLATION**

Henry County Board of Commissioners Henry County,
Georgia
Henry County Purchasing Department
140 Henry Parkway
McDonough GA 30253

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

YouZoom Insurance Services, Inc.

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GEORGIA MVD - RECEIPT (COPY)

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444
1993 PTRB TR
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$365.00
Highway Impact Fee	\$100.00
	\$466.00

LIEN 1 OF 1
NOA BANK
2400 PLEASANT HILL RD
#340 DULUTH GA 30096

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1XPFD69X3PN334004 - 1993 PTRB CONVENTIONAL TR
Tag Number: DWD192 Expires: 15-Feb-2022
Title Number: 774372180325054 Tag Fee: 365.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 44001
Equip No: Color: UNKNOWN
Classification: HI - Plate Commercial Truck 44001-54999
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

MICHAEL HARRIS
Henry County Tax Commissioner
184 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
774372180325054
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$365.00
Highway Impact Fee	\$100.00
	\$466.00

31474398

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1XPFD69X3PN334004 - 1993 PTRB CONVENTIONAL TR
Tag Number: DWD192 Expires: 15-Feb-2022
Title Number: 774372180325054 Tag Fee: 365.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 44001
Equip No: Color: UNKNOWN
Classification: HI - Plate Commercial Truck 44001-54999
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

THIS IS NOT A BILL
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*** RETAIN FOR TAX PURPOSES

GEORGIA MVD - RECEIPT (COPY)

STATE OF GEORGIA MOTOR VEHICLE REGISTRATION

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
2015 FORD TK
3FRNX6FC2FV670755
774376180321054
0541 02/06/2019 CAP
CASH

50.00
38.00
88.00

PURCH DT: 02/01/2018
REG DT: 08/27/2018

DUPLICATE REGISTRATION
DUPLICATE REGISTRATION
DUPLICATE REGISTRATION

37419221

15

DAVID CURRY
HENRY COUNTY TAX COMMISSIONER
164 BURKE ST
STOCKBRIDGE GA 30281
(770) 288-8180
SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
2015 FORD TK
3FRNX6FC2FV670755
774376180321054
0541 02/06/2019 CAP

50.00
38.00
88.00

PURCH DT: 02/01/2018
40808245

DUPLICATE REGISTRATION
DUPLICATE REGISTRATION
DUPLICATE REGISTRATION

HENRY
EQ0359

001

CASH
THIS IS NOT A BILL
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*** RETAIN FOR TAX PURPOSES ***

3FRNX6FC2FV670755 - 2015 FORD LGT CONVNTL 'F' TK

Tag Number: EQ0359 Expires: 10/31/2019
Valuation Tag Fee: 38.00
Title Number: 774376180321054 Equip. No:
County: 054 District: 01 Mill Rate: Fuel: D
Farm Vehicle? N GVV: 18001 Color: RED/RED
Classification: COMMERCIAL TRUCK 18001K-26K
Insurance Status: VALID INSURANCE COVERAGE
Customer 1 No: 001115310635 Customer 2 No:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

STATE OF GEORGIA MOTOR VEHICLE REGISTRATION

3FRNX6FC2FV670755 - 2015 FORD LGT CONVNTL 'F' TK
Tag Number: EQ0359 Expires: 10/31/2019
Valuation Tag Fee: 38.00
Title Number: 774376180321054 Equip. No:
County: 054 District: 01 Mill Rate: Fuel: B
Farm Vehicle? N GVV: 18001 Color: RED/RED
Classification: COMMERCIAL TRUCK 18001K-26K
Insurance Status: VALID INSURANCE COVERAGE
Customer 1 No: 001115310635 Customer 2 No:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

GEORGIA MVD - RECEIPT (COPY)

**SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444
2017 FORD TK
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021**

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$70.00
Highway Impact Fee	\$100.00
	\$171.00

LIEN 1 OF 1
NOA BANK
2400 PLEASANT HILL
RD STE340 DULUTH GA
30088

**STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION**

1FDXX7DX3HDB02810 - 2017 FORD F750 SUPER DUTY TK
 Tag Number: **E18704** Expires: **15-Feb-2022**
 Title Number: **774397180328054** Tag Fee: **70.00**
 County: **Henry** Fuel: **Diesel**
 District: **01**
 Farm Veh? **No** GVW: **36000**
 Equip No: Color: **WHITE**
 Classification: **PG - Plate Private Truck 30k-36k**
 Insurance Status: **Valid Insurance Coverage**
 Customer 1 No: **001115310635** Customer 2 No:
 Authentic
 Historical Plate:

**SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444**

Signature: _____

**STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION**

1FDXX7DX3HDB02810 - 2017 FORD F750 SUPER DUTY TK
 Tag Number: **E18704** Expires: **15-Feb-2022**
 Title Number: **774397180328054** Tag Fee: **70.00**
 County: **Henry** Fuel: **Diesel**
 District: **01**
 Farm Veh? **No** GVW: **36000**
 Equip No: Color: **WHITE**
 Classification: **PG - Plate Private Truck 30k-36k**
 Insurance Status: **Valid Insurance Coverage**
 Customer 1 No: **001115310635** Customer 2 No:
 Authentic
 Historical Plate:

**SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444**

Signature: _____

**MICHAEL HARRIS
Henry County Tax Commissioner
184 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180**

**SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
774397180328054
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021**

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$70.00
Highway Impact Fee	\$100.00
	\$171.00

31474399

#17

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GEORGIA MVD - RECEIPT (COPY)

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444
2019 FORD TK
0541
Purchase Date: 29-Nov-2018
Application Date: 10-Sep-2020

Fee	Amount
Plate Fee	\$38.00
Highway Impact Fee	\$50.00
	\$88.00

1FDWX6DC9KDF01733 - 2019 FORD F650 SUPER TK
Tag Number: XCA783 Expires: 31-Oct-2021
Title Number: 770514190438970 Tag Fee: 38.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 26000
Equip No: Color: RED
Classification: JN - Plate Standard Commercial Truck 18001-26000
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1FDWX6DC9KDF01733 - 2019 FORD F650 SUPER TK
Tag Number: XCA783 Expires: 31-Oct-2021
Title Number: 770514190438970 Tag Fee: 38.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 26000
Equip No: Color: RED
Classification: JN - Plate Standard Commercial Truck 18001-26000
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

MICHAEL HARRIS
Henry County Tax Commissioner
164 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
770514190438970
0541
Purchase Date: 29-Nov-2018
Application Date: 10-Sep-2020

Fee	Amount
Plate Fee	\$38.00
Highway Impact Fee	\$50.00
	\$88.00

36119607

CHECK

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MICHAEL HARRIS
Henry County Tax Commissioner
184 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
77003240350980
0841
Purchase Date: 11-Apr-2019
Application Date: 10-Apr-2019
38119606

#20
Thomas
Amount
\$38.00
\$50.00
\$88.00

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1FDNX6DCXKDF02028 - 2019 FORD F650 SUPER DUTY TK
Tag Number: XEN972 Expires: 31-Oct-2021
Title Number: 770003240350980 Tag Fee: 38.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 26000
Equip No: Color: RED
Classification: JN - Plate Standard Commercial Truck 18001-26000
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310835 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

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GEORGIA MVD - RECEIPT (COPY)

21

**SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY**
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444
2021 FORD TK
0541
Purchase Date: 24-Jun-2020
Application Date: 10-Sep-2020

Fee	Amount
Plate Fee	\$38.00
Highway Impact Fee	\$50.00
	\$88.00

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1FDNX6DC6MDF03146 - 2021 FORD F650 TK
Tag Number: XPR555 Expires: 31-Oct-2021
Title Number: 770041291184965 Tag Fee: 38.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 26000
Equip No: Color: RED
Classification: JN - Plate Standard Commercial Truck 18001-26000
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

MICHAEL HARRIS
Henry County Tax Commissioner
164 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180

**SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY**
770041291184965
0541
Purchase Date: 24-Jun-2020
Application Date: 10-Sep-2020

Fee	Amount
Plate Fee	\$38.00
Highway Impact Fee	\$50.00
	\$88.00

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1FDNX6DC6MDF03146 - 2021 FORD F650 TK
Tag Number: XPR555 Expires: 31-Oct-2021
Title Number: 770041291184965 Tag Fee: 38.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 26000
Equip No: Color: RED
Classification: JN - Plate Standard Commercial Truck 18001-26000
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

CHECK

THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES

GEORGIA MVD - RECEIPT (COPY)

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444
2000 MACK TK
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$365.00
Highway Impact Fee	\$100.00
	\$466.00

LIEN 1 OF 1
NOA BANK
2400 PLEASANT HILL RD
#340 DULUTH GA 30096

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1M2AD62C3YW010674 - 2000 MACK 700 CL700 TK
Tag Number: DWD191 Expires: 15-Feb-2022
Title Number: 774370180327054 Tag Fee: 365.00
County: Henry Fuel: Diesel
District: 01
Farm Veh? No GVW: 44001
Equip No: Color: RED
Classification: HI - Plate Commercial Truck 44001-54999
Insurance Status: Valid Insurance Coverage
Customer 1 No: 001115310635 Customer 2 No:
Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

1M2AD62C3YW010674 - 2000 MACK 700 CL700 TK
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Farm Veh? No GVW: 44001
Equip No: Color: RED
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Authentic
Historical Plate:

SUPREME TRIO LLC DBA SWANSONS TOWING & RECOVERY
3329 N HENRY BLVD
STOCKBRIDGE GA 30281-4444

Signature: _____

MICHAEL HARRIS
Henry County Tax Commissioner
164 BURKE ST
STOCKBRIDGE GA 30281-3432
(770) 288-8180

SUPREME TRIO LLC DBA SWANSONS
TOWING & RECOVERY
774370180327054
054W
Purchase Date: 01-Feb-2018
Application Date: 04-Jan-2021

Fee	Amount
Mail Fee	\$1.00
Plate Fee	\$365.00
Highway Impact Fee	\$100.00
	\$466.00

31474400

THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES



Swanson Towing & Recovery

"We're Wreck-Amended"

3329 N. Henry Blvd. (Hwy. 42) • Stockbridge, Georgia 30281
(770) 474-7955 Fax (770) 474-7518

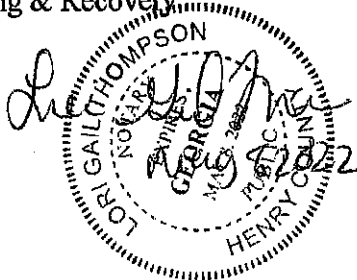
I, Steve Chong, owner of Supreme Trio LLC DBA Swanson Towing & Recovery, do hereby swear that within the last five years, Swanson Towing & Recovery has not been removed from the Henry County Wrecker rotation list or has had a wrecker service contract with the County, affirmatively terminated by the County for cause;

That none of the owners of Swanson Towing & Recovery hold or have held any direct or indirect ownership interest in a wrecker service that would be described in subsection above. And that none of the management-level employees and officers of Swanson Towing & Recovery have previously managed a wrecker service that would be described in subsection above.

Thank you,

Steve Chong
Owner

Swanson Towing & Recovery





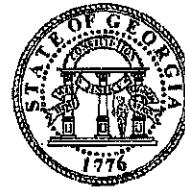
Swanson Towing & Recovery

"We're Wreck-Amended"

3329 N. Henry Blvd. (Hwy. 42) • Stockbridge, Georgia 30281
(770) 474-7955 Fax (770) 474-7518

LIST OF CURRENT EMPLOYEES OF SWANSON TOWING & RECOVERY

- STEVE CHONG (OWNER)
521 SPRAYBERRY DR, STOCKBRIDGE GA 30281
SS# 157-70-6641
DOB : 11-19-1959
- DANIEL CHONG (EMPLOYEE/OFFICE STAFF)
415 SYLVIA DR, FOREST PARK GA 30297
SS# 339-68-6120
DOB : 12-11-1954
- THOMAS BARTLETT (DRIVER/FLEET MGR)
111 CAREN WAY, STOCKBRIDGE GA 30281
SS# 075-70-2801
DOB : 10/21/1969
- AMANDA MCCALLISTER (EMPLOYEE/OFFICE MGR)
3329 N. HENRY BLVD, STOCKBRIDGE GA 30281
SS# 257-59-2994
DOB : 08/15/1982
- LORI THOMPSON (EMPLOYEE/OFFICE STAFF)
124 CHICKASAW DR, LOCUST GROVE GA 30248
SS# 252-63-6317
DOB : 9/16/1977
- TERRY KEASLER (EMPLOYEE / DRIVER)
561 KNOLLWOOD DR, STOCKBRIDGE GA 30281
SS# 256-31-5405
DOB : 2/17/1966
- MICHAEL MARKS JR. (EMPLOYEE/DRIVER)
155 SUNRISE AVE, STOCKBRIDGE GA 30281
SS# 571-33-1210
DOB : 5/7/1973
- WILLIAM SACCONI (EMPLOYEE/DRIVER)
236 NORTHBRIDGE DR, STOCKBRIDGE GA 30281
SS# 073-60-3048
DOB : 10/11/1975
- JEFFREY COLLINS (EMPLOYEE/DRIVER)
49 ARMSTEAD DR, STOCKBRIDGE GA 30281
SS# 436-63-7616
DOB : 05/18/1976

**DDS**GEORGIA DEPARTMENT
OF DRIVER SERVICES**MVR Results as of 27-Jul-2021 Request Type: Employment (Unrestricted)
Letter ID: L1749744400**TERRY LAMAR KEASLER
561 KNOLLWOOD DR
STOCKBRIDGE GA 30281-2017

License Number: 048845380

Documents IssuedLicense Class A
Issued: 16-Feb-2017
Expires: 17-Feb-2025Type: Commercial
Restrictions: None**Swanson Towing & Recovery**
3329 N. Henry Blvd.
Stockbridge, GA 30281

Non-Commercial Privilege:	Valid
Commercial Privilege:	Valid
Limited Permit:	NA
Current Points:	0
Original Issue Date:	17-Feb-1981
First GA CDL Date:	16-Apr-1992
Driver Certification:	Certified
Self Certification:	
Form Received:	Y
Type:	Non-Excepted Interstate
Medical Certification Received:	Y
Expires:	17-Sep-2022
Medical Restrictions:	
Medical Variance:	N
Expires:	
Medical Examiner's Name:	MARK MEININGER
Medical Examiner's Phone No.:	(770)957-7881
Medical Examiner's License No.:	2429
Medical Examiner's License State:	GA
Medical Examiner's Nat. Registry No.:	8701877582

Driver History
Years Requested: 3

***** No Citation information was found on this individual *****

***** No Withdrawal information was found on this individual. *****

Pursuant to order of the Commissioner, Department of Driver Services the undersigned is designated as an official custodian of the Department of Driver Services Records: as such I hereby certify that this is a true and correct copy of the original or duplicate original as appears in the records of the Department of Driver Services.

Date

7-27-2021

Signed

***** THIS CONCLUDES INFORMATION IN THE RECORDS FOR THIS DRIVER. *****



DDS GEORGIA DEPARTMENT
OF DRIVER SERVICES



**MVR Results as of 22-Jul-2021 Request Type: Employment (Unrestricted)
Letter ID: L1825278736**

THOMAS DARYL BARTLETT JR
111 CAREN WAY
STOCKBRIDGE GA 30281-2003

License Number: 029441519

Documents Issued

License Class BM
Issued: 23-Sep-2017
Expires: 21-Oct-2025

Type: Commercial
Restrictions: None
Endorsements: Tanker

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

Non-Commercial Privilege:	Valid
Commercial Privilege:	Valid
Limited Permit:	NA
Current Points:	0
Original Issue Date:	30-Jun-1986
First GA CDL Date:	21-Aug-1997
Driver Certification:	NA
Self Certification:	
Form Received:	Y
Type:	Excepted Interstate
Medical Certification Received:	N

Driver History
Years Requested: 3

***** No Citation information was found on this individual *****

***** No Withdrawal information was found on this individual. *****

Pursuant to order of the Commissioner, Department of Driver Services the undersigned is designated as an official custodian of the Department of Driver Services Records: as such I hereby certify that this is a true and correct copy of the original or duplicate original as appears in the records of the Department of Driver Services.

Date

07/22/2021

Signed

Julie Adams

***** THIS CONCLUDES INFORMATION IN THE RECORDS FOR THIS DRIVER. *****



**MVR Results as of 15-Jul-2021 Request Type: Individual
Letter ID: L1208311056**

MICHAEL JOSEPH MARKS JR
155 SUNRISE AVE
STOCKBRIDGE GA 30281-3135

DOB: 07-May-1973
License Number: 053740706
Gender: Male
Height: 5' 9
Weight: 175

Documents Issued

License Class B	Type: Commercial
Issued: 24-Oct-2019	Restrictions: Corrective Lenses Required, No Class A
Expires: 07-May-2026	Passenger Buses
	Endorsements: Passenger

Non-Commercial Privilege:	Valid
Commercial Privilege:	Valid
Limited Permit:	NA
Current Points:	0
Original Issue Date:	22-Jul-2006
First GA CDL Date:	22-Jul-2006
Driver Certification:	Certified
Self Certification:	
Form Received:	Y
Type:	Non-Excepted Interstate
Medical Certification Received:	Y
Expires:	29-Apr-2023
Medical Restrictions:	
Medical Variance:	N
Expires:	
Medical Examiner's Name:	MARK MEININGER
Medical Examiner's Phone No.:	(770)957-7881
Medical Examiner's License No.:	2429
Medical Examiner's License State:	GA
Medical Examiner's Nat. Registry No.:	8701877582

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

**Driver History
Years Requested: 3**

***** No Citation information was found on this individual *****

***** No Withdrawal information was found on this individual. *****

Pursuant to order of the Commissioner, Department of Driver Services the undersigned is designated as an official custodian of the Department of Driver Services Records: as such I hereby certify that this is a true and correct copy of the original or duplicate original as appears in the records of the Department of Driver Services.

Date

7-16-2021

Signed

Myra D Jones

**** THIS CONCLUDES INFORMATION IN THE RECORDS FOR THIS DRIVER. ****

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

**DDS**GEORGIA DEPARTMENT
OF DRIVER SERVICES**MVR Results as of 22-Jul-2021 Request Type: Individual
Letter ID: L1876249360****WILLIAM T SACCONI**
236 NORTHBRIDGE DR
STOCKBRIDGE GA 30281-3560**DOB:** 11-Oct-1975
License Number: 054736166
Gender: Male
Height: 5' 2
Weight: 160**Documents Issued****License Class** CM
Issued: 04-Oct-2017
Expires: 11-Oct-2025**Type:** Regular
Restrictions: None**Swanson Towing & Recovery**
3329 N. Henry Blvd.
Stockbridge, GA 30281**Non-Commercial Privilege:**
Commercial Privilege:
Limited Permit:
Current Points:
Original Issue Date:Valid
Not Licensed
NA
0
19-Jul-2007**Driver History**
Years Requested: 3

***** No Citation information was found on this individual *****

***** No Withdrawal information was found on this individual. *****

Pursuant to order of the Commissioner, Department of Driver Services the undersigned is designated as an official custodian of the Department of Driver Services Records: as such I hereby certify that this is a true and correct copy of the original or duplicate original as appears in the records of the Department of Driver Services.

Date

July 22, 2021

Signed

[Signature]

***** THIS CONCLUDES INFORMATION IN THE RECORDS FOR THIS DRIVER. *****



DDS GEORGIA DEPARTMENT
OF DRIVER SERVICES



**MVR Results as of 22-Jul-2021 Request Type: Employment (Unrestricted)
Letter ID: L1434290960**

JEFFREY SCOTT COLLINS
49 ARMSTEAD DR
STOCKBRIDGE GA 30281-3937

License Number: 041848074

Documents Issued

License Class C

Issued: 28-May-2019

Expires: 18-May-2027

Type: Regular

Restrictions: Corrective Lenses Required

License Class AP

Issued: 17-Feb-2021

Expires: 16-Aug-2021

Type: Commercial

Restrictions: Corrective Lenses Required

Non-Commercial Privilege:

Commercial Privilege:

Limited Permit:

Current Points:

Original Issue Date:

Driver Certification:

Self Certification:

Form Received:

Type:

Medical Certification Received:

Expires:

Medical Restrictions:

Medical Variance:

Expires:

Medical Examiner's Name:

Medical Examiner's Phone No.:

Medical Examiner's License No.:

Medical Examiner's License State:

Medical Examiner's Nat. Registry No.:

Valid

Not Licensed

NA

0

31-Dec-1992

Certified

Y

Non-Excepted Interstate

Y

28-Dec-2021

N

JOSHUA POOLE

(404)381-8664

10820

GA

6890693165

Driver History

Years Requested: 3

Citation(s)

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

COLLINS, JEFFREY SCOTT

LICENSE NUM: 041848074

OCGA: 406181

Description: Speeding (67/45)

Violation Date: 23-Nov-2019

Accident Involved: No

Commercial Vehicle: No

Hazardous Material: No

Court: GA075041J - Stockbridge Municipal Court

Disposition Date: 13-Jan-2020

Disposition: Nolo Contendere

Points: 0

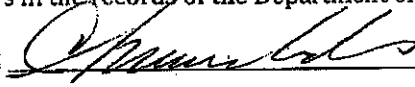
Jurisdiction: GA

***** No Withdrawal information was found on this individual. *****

Pursuant to order of the Commissioner, Department of Driver Services the undersigned is designated as an official custodian of the Department of Driver Services Records: as such I hereby certify that this is a true and correct copy of the original or duplicate original as appears in the records of the Department of Driver Services.

Date 07-22-2021

Signed



***** THIS CONCLUDES INFORMATION IN THE RECORDS FOR THIS DRIVER. *****

Swanson Towing & Recovery
3329 N. Henry Blvd.
Stockbridge, GA 30281

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SUPREME TRIO LLC DBA SWANSON TOWING & RECOVERY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3329 NORTH HENRY BLVD

6 City, state, and ZIP code

STOCKBRIDGE GEORGIA 30281

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

8 2 - 2 0 1 7 6 4 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 7-26-2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Wrecker Service Policy

1. Purpose

- A. To establish a policy that will govern how wrecker service selection will be accomplished and how the County will enter into contracts with the selected wrecker service(s).
- B. To describe criteria by which wrecker service operators should govern themselves while conducting business where they may be called by the County.
- C. To ensure that wrecker companies called by the County use and maintain safe roadworthy recovery vehicles.
- D. To specify the minimum required equipment for wrecker services called by the County.
- E. To ensure that prices charged to the public and County are fair and reasonable.
- F. The other purposes addressed herein.

2. General Statement of Policy

It is the intent of the Henry County Board of Commissioners to utilize the most qualified wrecker services that provide the best value to the public and the County. It is imperative that wrecker services utilized by the County conduct themselves in a professional manner, providing competent service at a reasonable and fair cost to the County and the public while complying with state and federal laws, rules, and regulations. This policy is not intended to create any benefit for any wrecker service or wrecker owner or operators of any wrecker service. This policy neither creates nor establishes any right or legal duty owed to any wrecker service or its owners or operators. This policy may be amended, from time to time, in writing by the County Board of Commissioners.

3. Applicability of Policy

This policy applies to all requests for services initiated by the County or its representatives in the course of performing County Business (as defined herein). Requests made in the course of performing "County Business" are those made by County employees in their official capacity, where the County is legally authorized to transport or store a vehicle. County Business shall include, but not be limited to, requests arising out of the following circumstances: (a) where County vehicles or other County property must be towed; and (b) where there is a law enforcement or public safety basis for the County to call for towing and/or impoundment, including for purposes such as removing immediate traffic hazards, traffic obstructions, and threats to public safety, removing unattended or illegally parked vehicles from the public right-of-way, removing vehicles from a public right-of-way following an arrest where the person or persons in charge of such vehicle are unable to provide for its custody or removal, impounding recovered stolen vehicles, removing illegally parked motor vehicles from County property, responding to an emergency situation requiring a wrecker service vehicle to assist in field operations, and transporting vehicles to and from the police impound lot or to the GBI crime lab or the County Impound Lot for evidence collection and processing.

It is the expectation of the County that vehicle owners/operators in non-emergency situations will personally engage a private wrecker service of their choice to move their vehicle. The same is true for private property owners who desire a trespassing vehicle to be towed from their private property where permitted by law. The County's representatives may advise the vehicle owner/operator or property owner of their option and responsibility to call the wrecker service of their choice. County representatives may also, in their sole discretion, place a call for a wrecker service as a courtesy to a member of the public. Such calls will not be governed by this policy.

This policy does not apply to:

- Services not initiated by the County or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that County personnel may be responding to the scene.

4. Wrecker Call Procedures

A. Service Areas

1. The County hereby establishes two service areas as shown in Exhibit C. Authorized Wrecker Services shall be assigned to one or more such service areas.

B. Default County Wrecker Call Procedures

1. When a wrecker service is needed for County Business, the County shall use those wrecker services that have contracted with the County under this policy (each an "Authorized Wrecker Service").
2. The County shall first call the Authorized Wrecker Service that has been assigned to the applicable service area where assistance is needed. If more than one Authorized Wrecker Service has been assigned to the service area, the County shall alternate between the Services.
3. If the Authorized Wrecker Service for the assigned service area is unable to timely respond to a call, or if the called Authorized Wrecker Service requires further assistance from another wrecker service on the scene, the County may call another Authorized Wrecker Service. Only if no Authorized Wrecker Service is available to timely respond may the County call another wrecker service, selected in its discretion.
4. The default provisions of this subsection (B) shall be subject to the exceptions listed below.

C. Exceptions

1. In an emergency situation, involving significant threat to life or property, the County representative may utilize the closest equipment or services necessary to stabilize the situation.
2. If the owner/operator of a vehicle makes a reasonable request for a specific wrecker service and requests the County representative to call for wrecker assistance, that wrecker service will be used instead of the Authorized Wrecker Service that has been assigned to the applicable service area under this policy. These requests must be made on an individual incident basis. Advance blanket requests are not practical for safety and efficiency, and

therefore will not be honored. If time is of the essence in responding to an incident, the County representative may call an Authorized Wrecker Service under the default procedures above without first consulting with the vehicle's owner/operator. Additionally, if the use of the wrecker service requested by the owner/operator would result in an excessive delay to the County representative in the execution of their duties, the County representative may exercise the option of following the default procedures as provided in subsection (B) above.

5. Procedure for Inspecting Wrecker Services

- A. The Henry County Manager shall designate one or more staff members to be responsible for overseeing performance of the Authorized Wrecker Services ("County Manager's Designee"). No statement in this policy regarding the role of the County Manager's Designee shall create a mandatory or ministerial duty or obligation toward any member of the public; each duty, if any, shall be considered discretionary.
- B. Each Authorized Wrecker Service shall be subject to random inspections of pertinent documents, work sites, vehicles and equipment. The County Manager's Designee will be responsible for the inspection of the wrecker service's documents, work sites, vehicles and equipment in order to ensure compliance with this policy and the County's contract.
- C. Upon credible information that an Authorized Wrecker Service has engaged in unlawful or improper conduct or has otherwise given good cause to reconsider the contract with the Authorized Wrecker Service, the County Manager's Designee shall promptly and fully investigate the situation and determine if corrective action is appropriate.
- D. After investigating, the County Manager's Designee shall consider the severity of the issue and the number of prior issues with the Authorized Wrecker Service in question, and may issue warnings to the Authorized Wrecker Service. The County Manager's Designee may also recommend suspension or termination of the contract with an Authorized Wrecker Service. However, any such suspension shall occur only upon approval of the County Manager; any such termination shall occur only upon approval of the County Board of Commissioners.

6. Procedure for Selecting Wrecker Services

A. Request for Qualifications/Proposals

- 1. From time to time, County staff shall issue a request for proposals or request for qualifications (RFQ) from wrecker services to compete to provide wrecker services under this policy. The highest ranking proposers shall be invited to enter into a contract with the County. Those that do contract with the County shall be deemed Authorized Wrecker Services, and shall be the default wrecker services utilized by the County for purposes of County Business.
- 2. The County may divide the geographical area of the County into zones, and may request wrecker services to offer proposals for one or more zones.

3. The County may select any number of wrecker services to contract with, which number may be determined in the County's sole discretion during the selection process, based on the size and capabilities of the highest-scoring proposers.
4. Scoring of the Request for Qualifications shall consider factors such as the company's qualifications and experience, references, personnel, and the company's understanding of the services required and its quality assurances for such services.
5. A wrecker service shall be deemed non-responsible and shall not be selected pursuant to the RFQ if:
 - a. The applicant company has, within the past five years, been removed from the Henry County wrecker rotation list or had a wrecker service contract with the County affirmatively terminated by the County for cause; or
 - b. Any of the owners of the applicant company hold or have held any direct or indirect ownership interest in a wrecker service that would be deemed non-responsible under subsection (a) above; or
 - c. Any of the management-level employees and County representatives of the applicant company have previously managed a wrecker service that would be deemed non-responsible under subsection (a) above.
6. To be considered, each proposal shall include all information specified in the Request for Qualifications, to include the following documents:
 - a. A declaration of ownership demonstrating all parties (by name and address) who own any interest in the company;
 - b. A sworn and notarized certification by an officer of the applicant company that the applicant company is a responsible company under Section 6.A.5 above; and
 - c. A copy of the company's current business license.

B. Contract Requirements

Any contract entered into between the County and an Authorized Wrecker Service shall contain the provisions set forth in Exhibit B hereto, or their substantial equivalent.

7. On-Scene Procedures for County Staff

A. Inventory of Personal Property.

Whenever any vehicle is removed by an Authorized Wrecker Service at the direction of a public safety official, the public safety official shall make a thorough inventory of all equipment, accessories, personal articles and other items either attached to or located within the vehicle. The public safety official shall verify said inventory and maintain a copy of it. The official may request assistance from wrecker service staff on the scene. Nothing contained in this section shall prohibit a public safety official from removing evidence from a vehicle.

8. Fees

- A. The County shall, from time to time, adopt and update a fee schedule for towing and storage services. When contracting with an Authorized Wrecker Service, the then-applicable fee schedule shall be made a part of the contract.
- B. The fee schedule adopted by the County is attached hereto as Exhibit A. Further amended versions of the fee schedule shall be attached to this policy.
- C. In setting a fee schedule, the County's primary concern is to protect the interests of the public who have limited negotiating leverage. However, the County also desires for Authorized Wrecker Services to be fairly compensated for special or unusual circumstances. The County will, from time to time, consider reasonable petitions from local wrecker services for modifications to the fee schedule.

EXHIBIT A

Fee Schedule for Henry County Initiated Tows

Adopted by the Henry County Board of Commissioners

1. Towing

a. Overall Cap on Fees

Regardless of the towing and related services provided in connection with an incident, for each vehicle towed or otherwise serviced, a wrecker service contracting with the County may not charge more than the cap on charges stated in the table below. The cap does not apply to storage fees.

The cap for additional extraordinary services shall be separate from the cap for standard service fees. The combination of the two is the Total Maximum Charge.

"County vehicle" refers to vehicles owned or operated by Henry County.

For extremely serious incidents with documented wrecker expenses, the County may grant case-by-case waivers on the cap for additional extraordinary services and Total Maximum Charge. All such waiver requests shall be made to the County within 24 hours of the wrecker's arrival on the scene of the incident.

Any and All Towing Services and Charges Associated With One Vehicle	TOWING SERVICES – CHARGE CAPS			
	Cap for All Standard Services (Non-County Vehicles)	Cap for All Standard Services (County Vehicles)	Cap for Additional Extraordinary Services	Total Maximum Charge
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$300	\$60	\$500	\$800 (non-county) \$560 (county vehicle)
Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$500	\$100	\$1,000	\$1,500 (non-county) \$1,100 (county vehicle)
Gross Vehicle Weight Rating (GVWR) of 20,001 or greater	\$1,000	\$200	\$3,000	\$4,000 (non-county) \$3,200 (county vehicle)

b. Fees for Standard Services

STANDARD TOWING SERVICES		
Type of Service	Fee	
Basic Towing	Non-County Vehicle	County Vehicle
Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$175	\$35

Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$300	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge	\$450	\$90
Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit	\$850	\$170
Standard Alternative or Extra Services		
Road service (where no tow is performed)	\$60	\$20
Winching (where no tow is performed)	\$75	\$20
Use of dollies	\$70	\$20
Flipping (where vehicle is on its side or on its back and two or fewer wheels are touching the ground)	\$50.00 for vehicle GVWR 19,999 or less; \$150 for GVWR of 20,000 or more.	
Loading but no tow (if the vehicle has been hooked and loaded and the vehicle has not left the site of loading, but owner/operator produced ignition key and removes vehicle with no tow)	\$100.00 for GVWR of 19,999 or less; \$150 for GVWR of 20,000 or more.	

There will be no additional fees charged for non-disposable equipment necessary for the daily operation of the service (vests, radios, uniforms, shovels, etc.).

c. Fees for Extraordinary Services

EXTRAORDINARY SERVICES	
Type of Service	Fee
Top or side of trailer blown out or severely compromised.	\$0.01 per vehicle pound
Tractor and trailer have become separated	\$0.01 per vehicle pound
Cab separated from chassis	\$0.01 per vehicle pound
Wheels higher than roof of vehicle at scene of accident	\$0.01 per vehicle pound
If cutting of trees, guardrails or removal of obstacles is necessary	\$75/crew member/hour*
If vehicle is hanging over an embankment or bridge	\$75/crew member/hour*
Major clean-up (truck spill of more than 300 pounds of material)	\$75/crew member/hour*
Clean-up of flammable or chemical high-hazard loads (This does not include spills of vehicle fluids such as gasoline, oil or antifreeze or standard loads.)	\$200/crew member/hour*
<i>*Hourly rates are based on the time of arrival on the incident scene until the scene is cleared and crew members are free to leave the scene of the incident. Crew staffing shall be no more than what is reasonable for the work required.</i>	

2. Storage Fees

STORAGE SERVICES	
Type of Service	Fee
Storage for the first 24 hours, beginning at the time the vehicle arrives at the lot.	No charge
Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle.	No charge
"Loadout fee" or similar charge for moving the vehicle within or from the lot to make the vehicle accessible for pickup.	No charge
Storage - Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less	\$25.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 10,001 to 20,000 pounds	\$30.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Per Unit Charge)	\$40.00/day
Storage - Gross Vehicle Weight Rating (GVWR) of 20,001 or greater (Combination Unit)	\$75.00/day
After hours fee that may be charged if the vehicle's owner wishes to claim an impounded vehicle earlier than 8am or the start of the wrecker service's posted business hours (whichever is earlier) or later than 5pm or the end of the wrecker service's posted business hours (whichever is later).	\$30.00

Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within Henry County (instead of the wrecker's storage lot) if the owner is able to provide payment (via cash, check or credit card) immediately upon completion of the tow. If the owner is not able to provide payment upon completion of the tow, the wrecker service may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown above) for the extra trip (subject to the overall Total Maximum Charge).

3. Towing and Storage for Investigation Purposes

County representatives may direct an Authorized Wrecker Service to tow property to a government impound lot for a criminal or traffic accident investigation. Following release of the property by the investigating entity, the Authorized Wrecker Service will tow the vehicle to its own storage lot and hold the vehicle for pickup by its owner or owner's designee. Except where prohibited by law, the Authorized Wrecker Services shall charge the vehicle owner for towing and storage fees associated with the vehicle as follows:

- The towing charge shall be the amount that would have been charged for towing the vehicle directly from the crime or accident scene to the wrecker's lot regardless of how many times the wrecker had to move the vehicle to and from government impound lots; and
- Once the vehicle is parked on the Authorized Wrecker Service's lot, the wrecker service may charge storage fees beginning 24 hours after the vehicle has been placed on the wrecker service's lot.

EXHIBIT B

Standard Contract Terms with Authorized Wrecker Services

1. Contract Period

The initial Contract term shall be one (1) year from the date of execution. The Contract shall automatically renew for two (2) additional one (1) year periods unless notice of non-renewal of the Contract is given by either party at least ninety (90) days prior to the expiration date. If needed, the Contract will be extended 90 days or for such period beyond the Contract expiration date as it may be necessary to afford the County a continuous supply of the services. Should the Contractor or the County not desire to renew the Contract, new proposals may be solicited for the purpose of establishing a new contract for wrecker services.

2. Termination and Suspension

a. Termination by Contractor

The Contract resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: the default by County in the performance of any of the terms, covenants or conditions of the Contract, and the failure of County 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 County

The Contract resulting from this bid shall be subject to termination by the County if any one or more of the following events occurs:

- i. A single significant default (as determined by the County in its reasonable discretion) or persistent minor defaults by Contractor in the performance of any of the terms, covenants or conditions of the Contract, in which case termination may be effected without opportunity to cure.
- ii. The default by Contractor in the performance of any of the terms, covenants or conditions of the Contract and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction; provided that the County shall provide the vendor with notice of any such default. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor.
- iii. 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.
- iv. An owner or operator of the Contractor is arrested or indicted on a felony charge.
- v. The Contractor or its officers or employees engage in unlawful, unsafe or criminal conduct.
- vi. The County receives substantiated complaints from vehicle owner/operators regarding fraudulent or unethical business practices or excessive billing.

c. **Suspension by County**

The Contract may be temporarily suspended by the County for any reason that would justify termination.

3. Applicable Requests for Services

The terms of this Contract shall apply to all requests for wrecker services initiated by the County and its officers and employees in their official capacity, except as specified below:

- a. From time to time, County officers and employees may place a call for a wrecker service as a courtesy to a member of the public. In such calls, the County representative shall inform the Contractor that it is calling in a "private tow" and the terms of this Contract will not apply.
- b. This Contract will not apply to:
 - i. Services not initiated by the County or its representatives, including when the owner or authorized user of the vehicle calls a specific wrecker company for services, notwithstanding that County personnel may be responding to the scene.
 - ii. Service calls initiated by employees or officers of the Henry County Sheriff's Department or employees of any other Constitutional Officer of Henry County.

4. Service Areas

- a. The Contractor is assigned to the following service area: _____ as indicated on the attached service area map. Calls for service shall be based on the geographic location of the incident. The Contractor(s) assigned to the applicable service area shall, by default, be called first. (If more than one Contractor is assigned to a service area, the calls shall be rotated between them.) If the Contractor(s) assigned to the service area is unable to timely respond or if additional assistance is needed, the County may, in its discretion, call Contractors assigned to other service areas.

5. Responding to Calls

- a. The Contractor shall maintain adequate equipment and a sufficient labor force to meet the County's demand for services in the assigned service area(s) on a full 24-hour per day basis every day of the year.
- b. Standby crews and equipment shall be arranged so as to meet emergency situations under abnormal conditions. If there is a special event being held in Henry County, such as a race at the Atlanta Motor Speedway, or an emergency event, such as serious inclement weather in Henry County, the County may require the Contractor to dispatch a wrecker to the location of the event in order to expedite response times.
- c. The Contractor may maintain a maximum of two telephone numbers to be called for requesting service.
- d. The Contractor shall have two-way communications between its wrecker vehicles and the Contractor's dispatching office. The Contractor shall not be allowed to transmit or receive calls on any Henry County governmental radio frequency.
- e. In the event the County notifies the Contractor of a cancelled request for wrecker services, the Contractor shall be responsible for communicating with the wrecker vehicle operator of the cancellation.
- f. When the Contractor is called by the County for wrecker services, the County representative requesting such services shall indicate the expected number of wrecked vehicles at the scene.

Upon being contacted, the Contractor shall inform the County if it is able to respond within 30 minutes, and if additional wrecker services will be required to handle the scene in light of the Contractor's available personnel and equipment and the size of the incident.

- g. Upon informing the County that it will acknowledge the call for service, the Contractor shall arrive at the scene within 30 minutes of the call. If the Contractor has acknowledged a call but then determines that it is unable to timely respond to a call within 30 minutes, the Contractor shall notify the County immediately. The County may then instruct the Contractor to continue proceeding to the scene, or may advise the Contractor that the County will call a substitute wrecker service, in which case the Contractor shall cancel its service call (and in which case, the Contractor shall receive no fee).
- h. If the Contractor that has stated an inability to respond to a call in the required time then arrives on the scene subsequent to the above-referenced communication, the Contractor may be directed to leave the scene without payment for services.
- i. The Contractor is prohibited from calling its own back-up wrecker.
- j. The Contractor must continuously provide acceptable response times for arrival on the scene of an incident. Absent extenuating and unusual circumstances outside the control of the service and its employees, the Contractor must arrive on-scene within 30 minutes of receiving each service call.

6. On-Scene Conduct

- a. It will be the responsibility of the Contractor to ensure that all safety equipment, such as chains or cables and tow-away lighting, are used in accordance with state and federal laws, guidelines and regulations, as well as the manufacturer's requirements, and as designed for the safe and legal operation of recovery vehicles.
- b. The Contractor is responsible for ensuring that the scene is cleared of any hazards before departing. For example, the Contractor must clear and haul away any vehicle debris at the scene prior to departing the scene. The Contractor must also clean up any substantial spills from the vehicle, including oil, antifreeze and other vehicle component fluids, as well as any fluids or objects being transported by the vehicle.
- c. The Contractor shall deliver, at the Contractor's expense, to each owner or representative of every towed vehicle present at the scene of the tow, a pre-printed disclosure in a form that states the current fee schedule for Henry County-initiated tows, the location of storage lots, times of vehicle release, and phone number(s) of the Contractor.
- d. Vehicle owners shall be provided the opportunity to have their vehicle towed to a location of their choice within Henry County (instead of the wrecker's storage lot) if the owner/operator is able to provide payment (via cash, check or credit card) immediately upon completion of the tow. If the owner/operator is not able to provide payment upon completion of the tow, the Contractor may then tow the vehicle to its storage lot and charge one additional standard towing fee (as shown in the fee schedule) for the extra trip.
- e. Henry County provides its own impound facility upon County property for the purpose of storing or holding vehicles for evidence, confiscation, or any other purpose permitted by law. The Contractor shall follow the directions of the County as to whether a vehicle shall be taken to the County impound facility, State Crime Lab or any other site designated by the County.
- f. The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contract, including all equipment and contents therein. The Contractor shall cooperate with the County official responsible for impounding a vehicle to inspect and inventory the vehicle,

and shall, upon request, assist with the inventory and verify the accuracy of the inventory taken at the scene of transporting and confirm it by signature.

- g. The Contractor shall provide all usual and customary wrecker services appropriate for the scene, including:
 - i. Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads, streets or other public thoroughfares and from such property in close proximity thereto;
 - ii. Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the County;
 - iii. Remove cargo or other material from the highways, roads, streets or thoroughfares, which is part of a load being transported over such right-of-way;
 - iv. Remove cargo or other material from the highways, roads, streets, or other public thoroughfares to a site or location designated by the County;
 - v. Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfares; and
 - vi. Remove large dead animals from the highways, roads, streets, or other public thoroughfares, or from property in close proximity thereto, to such places as may be directed by the County. This strictly references animals that were killed and involved in the accident for which the call was placed.

7. Office and Storage Facilities

- a. The Contractor shall maintain a suitable headquarters facility in compliance with Henry County zoning standards and applicable wrecker facility regulations to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; 8:00 a.m. and 1:00 p.m., Saturdays and Sundays; and such other additional times as the Contractor may offer. Such facility shall be maintained clean and presentable at all times.
- b. The Contractor must maintain a secure storage area/impound lot for towed vehicles within or in close proximity to the designated service area, unless otherwise authorized by the County. The impound lot facility shall be accessible twenty-four (24) hours a day, seven (7) days a week. The lot must be fenced with a minimum of 6 ft. fencing, lighted and equipped with a lock or enclosed building. The gate to the impound lot shall be and remain locked during the hours of darkness except to provide reasonable ingress and egress in connection with wrecker service operations. The impound lot facility shall be lighted during hours of darkness in such a manner as to prevent, discourage and detect attempts at theft or vandalism. The lot shall have a heated shelter on its premises in which stranded motorists may wait for a ride. Impound lots shall be capable of storing a minimum of one hundred (100) vehicles, including tractor-trailers, at any given time. Operational security cameras shall be present in such a manner as to provide recording of activities at every location on the impound lot. Camera footage shall be made available to the County upon request for purposes of investigating complaints by customers.
- c. Lot personnel shall contact the County to determine if a vehicle "hold" has been released before releasing any vehicle upon which the County has placed a "hold".
- d. Upon release of a vehicle from a government impound lot, the Contractor shall transport the vehicle to its private lot and the Contractor shall then store the vehicle pending payment by the owner/operator.

8. Wrecker Vehicles, Towing and Other Equipment

- a. Upon request, the Contractor shall provide a copy of title or registration for each wrecker vehicle to be used in performance of the Contract.
- b. The Contractor is required to obtain annual safety compliance inspections with the State of Georgia Motor Carrier Compliance Division (MCCD). The Contractor shall provide evidence of such satisfactory inspections upon request.
- c. Each Contractor shall have and maintain in operable condition at all times the following equipment:
 - i. Four (4) Rollbacks rated for the removal of cars, light duty trucks and vehicles weighing less than 14,000 pounds. The truck bed must be at least 16 feet in length with dual rear wheels.
 - ii. Two (2) Heavy Duty Wreckers (one being a Rotator)
 - iii. One (1) Tractor with a Landoll Type Trailer or ability to obtain a Landoll Type Trailer
- d. The following items and equipment must be maintained on all wreckers and tow trucks:
 - i. Each vehicle must be permanently marked on both sides of the body or cab of the vehicle, in letters and figures in sharp color contrast to the background and legible from a distance of 50 feet during daylight hours while the vehicle is stationary, with:
 - (1) The name of the motor carrier (Contractor), city of address, and telephone number, and
 - (2) The carrier's state or federal US DOT number.
 - ii. Each vehicle must carry:
 - (1) Valid registration tag and revalidation decal on exterior;
 - (2) Valid emergency light permit issued by DPS;
 - (3) Flashing or revolving amber light with 360 degree visibility;
 - (4) Battery jumper cables;
 - (5) Fire extinguisher;
 - (6) Sweeping broom;
 - (7) Flat shovel;
 - (8) Container for debris;
 - (9) Motorcycle straps (4);
 - (10) Tow away lamps (tail, stop and turn signal lights for vehicles being towed), and
 - (11) Stopped vehicle warning devices (e.g. three bi-directional reflective triangles)

9. Personnel

- a. As a safety precaution, all Contractor personnel shall have and prominently display an ID card when responding to a scene. The ID card will be issued by the County and will be at the Company's expense (\$15/card). The ID card shall be displayed by the driver to those served at the scene of any incident where the Company is reporting under this Contract.
- b. The Contractor must maintain and provide upon request to the County a list of all drivers and other personnel reporting to incidents, as well as a current 3-year certified Motor Vehicle Report from the Georgia County of Driver Services (DDS) on those staff.
- c. Drivers must maintain a valid driver's license of the appropriate class and with the appropriate endorsements required to operate the Contractor's equipment under Georgia law. Drivers must also meet all applicable driver qualification requirements, including medical qualification requirements, specified by both state and federal law.
- d. The Contractor shall submit to the authorized representative of the County the names, addresses, social security numbers, and date of birth of: (i) all persons employed by the Contractor, and (ii) all associates having a financial or ownership interest in the Contractor's wrecker business. Each such person listed by the Contractor shall consent to be photographed by Police Department personnel, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of the County, any employee's or officer's background contains information that

could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing will be provided from the County to the Contractor. The Contractor shall not use the employee in connection with County-initiated calls.

- e. If a particular employee shows a pattern of disregard for the law (defined as repeated infractions over the preceding decade), or has been convicted of a felony or any misdemeanor crime of violence or moral turpitude within the past decade, or if the conviction is for a violent or sex-related offence regardless of date of conviction, the particular employee shall automatically be excluded from providing services in connection with County-initiated calls.
- f. The Contractor shall submit to the County the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.

10. Charges for Services

- a. All liability and responsibility for payment for the services governed by the Contract shall lie with the owner/operator of the vehicle/property serviced. Under no circumstances will the County be responsible to the Contractor for a third party's failure to pay for towing, storage, or other services rendered to a third party's vehicle or other property, even if the County or its representative placed the call for service. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle shall be disposed of as provided by Georgia law.
- b. If a wrecker call is canceled without service having been provided, there shall be no charge to the County or the vehicle owner.
- c. The Contractor shall be authorized to charge the County and the general public certain fees in accordance with the attached County-mandated fee schedule. All fees charged for any services shall be subject to the schedule, including the cap on fees in the schedule. The existence of a cap on fees charged will not in any way excuse the Contractor from complying with its obligations in the Contract, including the obligation to provide thorough professional service and to leave any incident site clean and free of debris and other hazards. For "Extraordinary Services", the Contractor must provide photographs or other reasonable documentation substantiating the fees charged at the time of billing.
- d. The Contractor shall post the County's fee schedule as the prices to be charged to the public in connection with County-initiated business. Such fees shall be posted in open view to the public in the Contractor's lobby.
- e. With each bill the Contractor sends or presents for payment in connection with services rendered pursuant to this policy, the Contractor shall also attach a copy of the fee schedule for Henry County-initiated tows so that customers may compare the fees charged to the fee schedule.
- f. A detailed written invoice shall be provided to each vehicle owner/operator upon request.
- g. If the Contractor is determined by the County (in the reasonable discretion of the County personnel responsible for managing the Contract) to have over-charged a customer for wrecker services in violation of the County-mandated fee schedule, the Contractor shall, upon request of the County, immediately refund to the customer any over-charged amount. Formal notice shall not be required to communicate the refund request. Willful or repeated violations of the County-mandated fee schedule will be grounds for warnings, suspension, or termination of the Contract.

11. Inspections

The Contractor shall be subject to inspections of pertinent documents, personnel, locations, vehicles and equipment throughout the term by the County.

12. Compliance with Law

It is a material provision of the Contract that the Contractor comply with all applicable local, state and federal laws, ordinances, rules and regulations. Contractors who also engage in Non-Consensual Towing functions specified in OCGA §44-1-13, which is regulated by the Department of Public Safety, must possess a Non-Consensual Towing (NCT) Permit issued by the Department of Public Safety; and conform to all laws, rules, and regulations governing such actions.

13. Insurance Requirements

The Contractor must maintain statutory minimum workers' compensation insurance; employer's liability insurance with limits of at least \$100,000 each accident for bodily injury; commercial general liability insurance with limits of at least \$1,000,000; commercial automobile liability insurance (combined single limit) of at least \$1,000,000; and garage-keepers liability insurance of at least \$1,000,000.

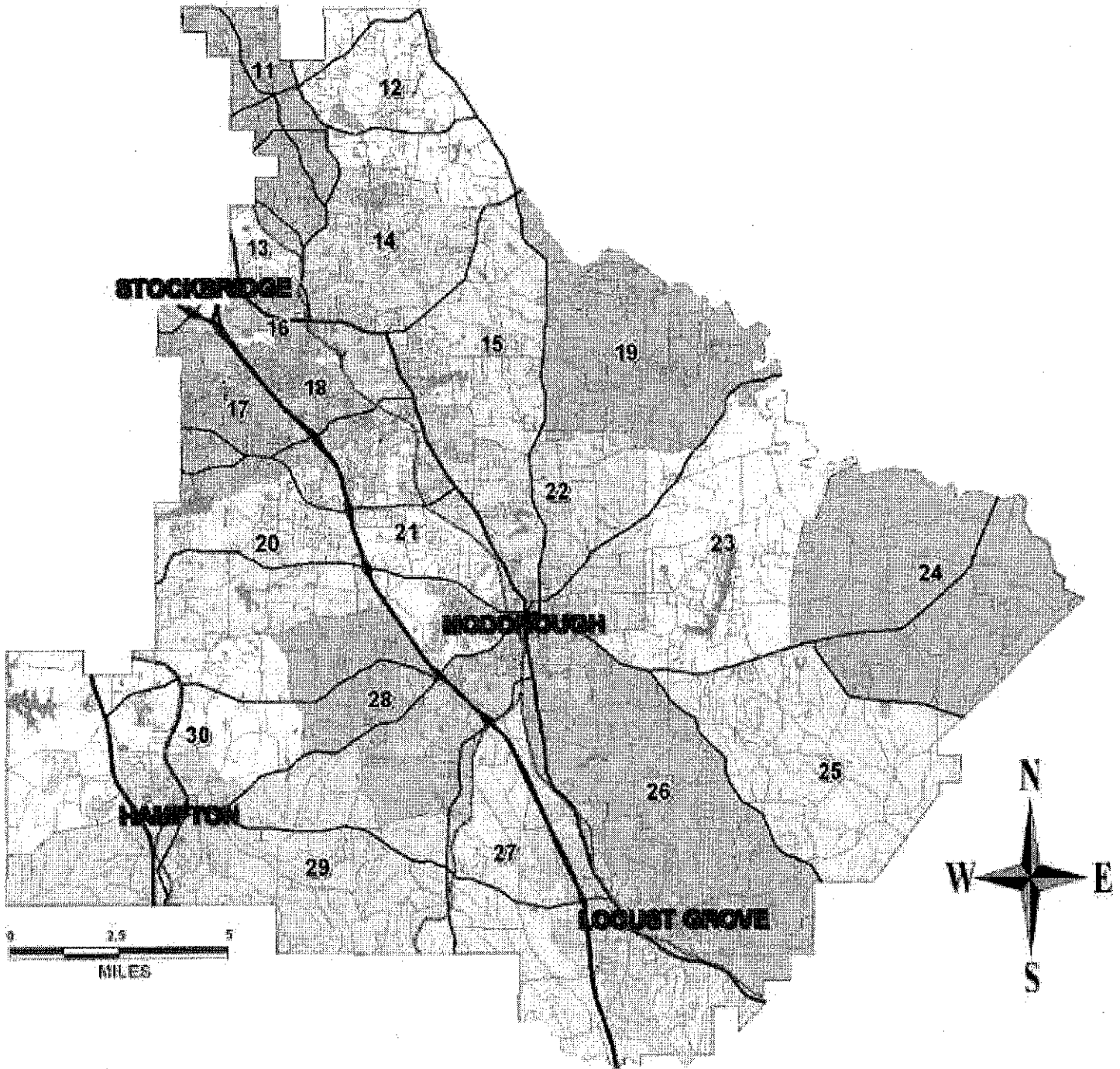
14. Indemnification

The County shall in no way be liable or responsible for accident or damage that may occur due to the operation or maintenance by the Contractor. The Contractor shall indemnify the County and its employees and agents, and hold them harmless against any and all liability, loss, cost, claims, damage or any expense connected therewith including, but not limited to, reasonable attorney fees and suit costs by the county by reason of negligence, failure to act or default, misconduct of the Contractor in their operation or maintenance of facilities, vehicles or equipment.

EXHIBIT C

Service Area Map

North Zone consists of areas numbered 11 through 19 and the South zone consists of areas numbered 20 to 30.





City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

March 14, 2022

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

PRESENTER: Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL NUMBER (RFP) NUMBER: 2020-0026, ANNUAL ON-CALL WATER & SEWER EMERGENCY – 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, for \$159,390.00 annually. 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.

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 April 12, 2022. The Public Works Department is requesting a contract renewal through April 2023. Site Engineering has provided professional service at a reasonable cost, brought added value and been responsive to the City's needs and have completed projects in a timely manner.

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: Account Number 510-42500-542515

Account Numbers	Budget FY2022	Site Actual as of 02.25.2022
510-42500-542515	255,000.00	-
	255,000.00	-

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign *Lindell Y. Miller* _____

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____



**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 CERTICATION

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

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 - 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 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)				\$

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)				\$

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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)				\$

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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)				\$

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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)				\$

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
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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 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. * [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



**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.

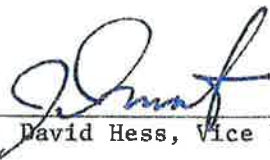
(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[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.



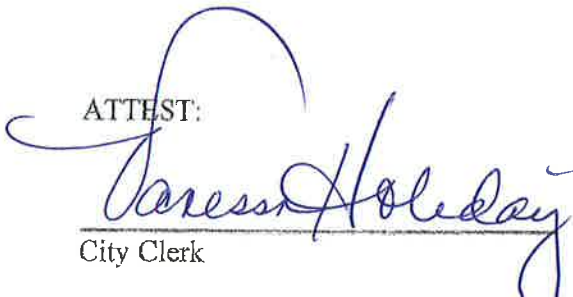
SITE ENGINEERING, INC.

By: 
J. David Hess, Vice President

CITY OF STOCKBRIDGE, GEORGIA

By: 

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 11, 2022

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./ STORMWATER
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: DECIUS AARON—DIRECTOR

DEPARTMENT: PUBLIC WORKS—STORMWATER DEPT.

ITEM/PROJECT/EVENT:

Request for Proposal Number (RFP): 2020-0026, Annual On-Call Water and Sewer Emergency—Site Engineering, Inc.

Account No. 510-42500-542515

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.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 255,000.00

ATTACHMENTS:

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.

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 April 12, 2022. The Public Works Department is requesting a contract renewal through April 12, 2023.

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