



City of Stockbridge
Bringing People
Together

STOCKBRIDGE CITY COUNCIL

Mayor Judy Neal

Mayor Pro Tem Anthony S. Ford

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilwoman Neat Robinson

CITY MANAGER

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

Council Meeting
Agenda
May 30, 2017 6:00 PM



Council Chamber 2nd Floor

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, MAY 30, 2017 6:00 PM

Mayor & City Council

Judy Neal, Mayor
Anthony S. Ford, Mayor Pro Tem
Elton Alexander, Councilman
John Blount, Councilman
LaKeisha Gantt, Councilwoman
Neat Robinson, Councilwoman

Administration

Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Adoption of the Agenda**
- V. Roll Call**

	Present	Absent
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Mayor Pro Tem Ford	_____	_____
Mayor Neal	_____	_____
Councilman Alexander	_____	_____
Councilman Blount	_____	_____
Councilwoman Gantt	_____	_____
Councilwoman Robinson	_____	_____

- VI. Minutes for 4/10/17, 4/19/17, 4/25/17 under Edit and Review for approval 6/12/2017**

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes.

OLD BUSINESS

Item # 1 - Council Consideration- Ordinance Amendment Regarding Section 3.30

Presented by: Councilwoman Gantt

Item # 2 - Council Consideration for Policy and Procedures for Distribution and Correspondence to Mayor and Council

Presented by: Councilwoman Gantt

PRESENTATION

Item # 3 - Henry County for Quality Growth- Leader in Me Program

Presented by: Steven Cash

Item # 4 - K Piano Club Learning Foundation- Partnership Proposal

Presented by: Kenneth L. Wilson- Sr. Executive Director

Item # 5 - Agenda Request- Serafino Restaurant- Change of Ownership

Presented by: Gad Woodall

NEW BUSINESS

Item # 6 - Council Consideration- Proposal of Insurance and Risk Management Renewal

Presented by: Mayor Neal

Item # 7 - Council Consideration- Task Order for WWTP Improvements- Phase II

Presented by: Decius Aaron- Public Works Director

Item # 8 - Council Consideration- Playworld Rubber Surfacing

Presented by: Decius Aaron- Public Works Director

Item # 9 - Council Consideration- Disposal of Claw on Trash Loader

Presented by: Linda Nabers

Item # 10 - Council Consideration- Authorization to move forward with RFP for Permitting

Presented by: Camilla Moore- Community Development Director

Item # 11 - Council Consideration- Authorization to move forward with RFP for Comprehensive Land Use Plan

Presented by: Camilla Moore-Community Development Director

DISCUSSION

Item # 12 - Council Discussion Re: Enforcement Concerns: Storefront Merchandise, Illegally Parked Vehicles, Right-of-Way Signage

Presented by: Councilman Alexander, Camilla Moore- Community Development Director, Michael Williams- City Attorney

Item # 13 - Council Discussion Re: Ordinance pertaining to Special Event Permit for Teen House Parties

Presented by: Councilman Alexander, Michael Williams- City Attorney

COUNCIL COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

Item # 14 - Council Consideration- Naming members to fill vacancies on the Youth Council Advisory Committee

_____ Term Expires 12/31/2017

_____ Term Expires 12/31/2017

Presented by: Michael Williams

ANNOUNCEMENT OF UPCOMING MEETINGS & EVENTS

All meetings will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please check the city's website www.cityofstockbridge.com or contact City Hall offices at 770.389-7900 for information.

UPCOMING CITY MEETINGS/EVENTS/ANNOUNCEMENTS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Food Truck Tasty Tuesday begins Tuesday, June 6, 2017 @ Clark Park 111 Davis Rd. Stockbridge (adjacent to the Merle Manders Conference Center)
- FREE Main Street Movie – Saturday, June 10th on the City Hall Lawn
- Council Meeting – Monday, June 12, 2017 - 6:00 p.m. City Hall
- Food Truck Tasty Tuesday, June 13, 2017 @ Clark Park 111 Davis Rd. Stockbridge (adjacent to the Merle Manders Conference Center)
- Job Fair, June 15, 2017 from 10:00 a.m. to 2:00 p.m. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge, GA
- FREE Sounds of Summer Concert – Saturday, June 17, 2017 on the City Hall lawn.
- Food Truck Tasty Tuesday, June 20, 2017 @ Clark Park 111 Davis Rd. Stockbridge (adjacent to the Merle Manders Conference Center)
- Council Work Session– Wednesday, June 28, 2017 - 6:00 p.m. City Hall Chamber.

UPCOMING COUNCIL MEMBER COMMUNITY MEETINGS AND/OR INITIATIVES

- Non-Profit Social Mixer – Hosted by Councilwoman Gantt – **Date to be determined** at the Merle Manders Conference Center at 5:30 p.m.
- Community Meeting – Hosted by Councilman Alexander – June 8, 2017 at Eagles Landing First Baptist Church 2200 Hwy. 42 N. McDonough at 7:00 p.m.
- Coffee w/A Cop – Hosted by Mayor Pro Tem Ford – June 17, 2017 at Bridgeview Country Cooking 4727 North Henry Blvd. Stockbridge from 8:30 a.m. – 10:00 a.m.

ADJOURN

STATE OF GEORGIA

CITY OF STOCKBRIDGE

ORDINANCE NO.

AN ORDINANCE TO PROVIDE FOR A LIMITATION ON THE CITY MANAGER'S CONTRACTING AUTHORITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Stockbridge is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Stockbridge, Georgia desires to provide a responsible limitation on the City Manager's contracting authority; and,

WHEREAS, the health, safety, and welfare of the citizens of Stockbridge, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY ORDAINS:

Section 1. That Sections 3.30.222 and 3.30.223 of the Stockbridge Municipal Code are hereby amended by deleting said sections in their entirety and replacing them with the following sections in lieu thereof:

"3.30.222 - Approval of contracts.

A. General Provisions. All contracts shall be reviewed and approved as to form by the city attorney prior to execution on behalf of the city. A contract shall conform to state and federal law and to city ordinances and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the city.

B. City Manager Authority. The city manager shall have the authority to sign contracts up to four thousand nine hundred and ninety-nine dollars (\$_____) without city council approval.

3.30.223 - Change orders and contract modifications.

A. General Provisions. Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the city council.

B. City Manager Authority. The city manager shall have authority to approve all change orders to purchase orders and contracts up to an absolute value of twenty (20) percent of the original contract, provided the total change order amount is four thousand nine hundred and ninety-nine dollars (\$ _____) or less."

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. Penalties in effect for violations of the City of Stockbridge at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be _____ 2017.

ORDAINED this _____ day of _____, 2017.

CITY OF STOCKBRIDGE, GEORGIA

Judy Neal, Mayor

ATTEST:

Vanessa Holiday, City Clerk

APPROVED AS TO FORM:

Michael Williams, City Attorney

Date Presented to Mayor: _____

Date Received from Mayor: _____

**Council Consideration for
Policy and Procedures for
Distribution of Documents
and Correspondence to
Mayor & Council.**

**Presented by:
Councilwoman Gantt**

Henry Council for Quality Growth – Leader in Me Program Presented by: Steve Cash



2017-2018 Partnership Proposal

Dear Honorable Mayor & Council Members,

Foremost, we would like to thank you for taking time to consider the possibility of working with the K-Piano Learning Foundation to make the City of Stockbridge an even better place to grow up. My name is Kenneth L. Wilson, Sr. and my wife, China Wilson, and I are the Stockbridge City residents who run the K-Piano Music Learning Foundation. Research has proven that children who play the piano test higher in Math & Reading and are 17 times more likely to graduate. Over the past 6 years we have taught piano to over 11,000 students and raised and donated over \$70,000 in cash and in-kind services to the Henry County, Clayton County & Kipp Strive School Systems. The K-Piano Learning Foundation is also the 2nd largest summer employer of minority teens.

We are formally asking for the opportunity to make a 5-minute presentation to the Mayor, Council Members and community at the Council meeting on Monday, May 8th. We believe that offering Music & Arts themed enrichment will give our youth positive options to occupy their time. We believe that our successful track record working with the local schools in this community suggests that a partnership with The City of Stockbridge will produce high quality youth programs that include but are not limited to the following:

- **Stockbridge City Youth Band:** School age children in Stockbridge and surrounding areas would be available to perform regularly in representation of our community.
- **Stockbridge Gifted Afternoon Music Enrichment:** Parents would have safe music and arts themed afterschool programming for their children.
- **Stockbridge Summer Youth Band Camp:** This would be the largest Music & Arts Summer Camp in the State of Georgia.

It is our goal to create a community based partnership program that becomes self-funded within 18-24 months of launch. We are interested in working with both the City of Stockbridge and the Stockbridge Youth Council as well. We have over 1,100 parents and students connected to the K-Piano Learning Foundation, who live right here in the City of Stockbridge. We truly believe that the Council will receive overwhelming support from the citizens of our beautiful city. You will find we have a sincere desire to serve. Please take a look at the link below which will share more with you about our overall program. Additionally, you will find an attached photo that displays Ken Wilson making the Partnership Donation to Dutchtown Elementary School. We look forward to the opportunity to have our proposal considered alongside others who seek to serve in our City. You will find K-Piano to meet a real need and be very impactful. Thank you all in advance for your consideration.

Warm Regards,
Kenneth L. Wilson, Sr., Executive Director
The K-Piano Learning Foundation
www.kpianomusicacademy.org/learning
770-954-8790 Main
770-954-8793 Direct



909 Eagles Landing Pkwy, Suite 120 • Stockbridge, GA 30281 • 770.961.4410 • 770.507.1215 • Fax 770.507.7276

May 16, 2017

Via Hand Delivery

Honorable Mayor Judy Neal
City Council
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Re: 9.04.250 subsection e - Transfers of license

Honorable Mayor Neal and City Council:

We are writing this letter today, requesting permission from the Mayor and City Council of the City of Stockbridge, per Code Section 9.04.250 Subsection (e), to transfer the 2017 license issued to Two Brothers Restaurant Group, Inc., d/b/a Serafino's Italian Restaurant and Chris Zafiratos as prior owner, to Serafino's Italian Restaurant, LLC and Gadson H. Woodall, III as the new owner. The change of ownership occurred on April 11, 2017. Mr. Zafiratos and Mr. Woodall are working together, during this time of transition, in order to complete a smooth transfer of operations and licenses to Serafino's Italian Restaurant, LLC.

Please feel free to contact Mr. Zafiratos or Mr. Woodall at (770) 961-4410 should you have any questions.

Respectfully yours,

Two Brothers Restaurant Group, Inc.,
d/b/a Serafino's Italian Restaurant

A handwritten signature in blue ink that reads "Chris Zafiratos".
Chris Zafiratos, as the prior owner

Serafino's Italian Restaurant, LLC

A handwritten signature in blue ink that reads "Gadson H. Woodall III".
Gadson H. Woodall III, as the new owner
& Managing Member

Cc: Mike Smith

PREMIUM SUMMARY

DESCRIPTION OF COVERAGE	2016-2017 ANNUALIZED PREMIUM	2017-2018 PREMIUM
Property	\$61,182	\$57,970
Commercial Inland Marine	\$11,454	\$11,749
Commercial General Liability	\$59,245	\$56,124
Commercial Automobile	\$75,702	\$70,071
Public Officials Errors and Omissions, Employment Practices and Employee Benefits Administration	\$12,209	\$12,462
Umbrella	\$14,875	\$10,027
Terrorism (Can be excluded)	\$1,698	\$1,697
Total Estimated Premium	\$236,365	\$220,100
Premium will be payable in quarterly installments. The installments will be \$55,025 each and payable in May, August, November, 2017 and February 19, 2018.		

Task Release

THIS ___ day of _____, 2017 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, dated January 31, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

- 1.1 This Task Release is for a Project described as:
Wastewater Treatment Plant Improvements – Phase II & Glenn Addy Pump Station Rehab

2. The Work:

- 2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary Engineering & Concept Development Phase*
- B. Engineering Design*
- C. Permitting Assistance*
- D. Bidding*
- E. Construction Administration*
- F. Construction Observation*

A. Preliminary Engineering

The Engineer will meet with the Owner to discuss and define the project scope and boundaries of the project. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs prior to entering the design phase.

B. Engineering Design

Carter & Sloope, Inc. will furnish a 3-person survey crew to survey the project areas. Topographic surveying will locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to these types of requests. It has been our experience that local knowledge from Owner's personnel is extremely valuable

so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the topographic surveying is completed, we will prepare preliminary design documents for the proposed wastewater treatment plant improvements within ten (10) weeks. At approximately 60% completion, we will meet with Owner's personnel to present the preliminary design for review. Within six (6) weeks after receipt of any comments, we will address any comments the Owner has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16 division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will submit the 100% complete Drawings and Specifications to the Owner for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following components:

- a. New disk filtration technology at the wastewater treatment plant to replace existing traveling bridge filters.
- b. New ultraviolet (UV) disinfection system to replace chlorine system.
- c. Rehab the Glenn Addy pump station by replacing the pumps with new Gorman-Rupp pumps and controls.

In general, our design services will include:

- a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control.
- b. Structural engineering design.
- c. Electrical engineering design including power, instrumentation and control and SCADA design to integrate new equipment into the plant SCADA system.

Contemporaneous with the presentation of each design, Carter & Sloope will provide the Owner with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

C. Permitting Assistance

Carter & Sloope will provide technical criteria, written descriptions, and design data to assist the Owner in obtaining permits required for the project with the understanding that it is the Owner's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction

drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Owner in consultations with such authorities and revise the Drawings and Specifications and permit applications in response to directives from such authorities, if necessary. At a minimum, we anticipate the following:

- a. *Land Disturbing Permit Application* to the Local Issuing Authority, which is the City of Stockbridge
- b. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)*;
- c. *Notice of Intent* to the District EPD Office;
- d. *Sanitary Sewer Extension Submittal* to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);

D. Bidding

C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. We will provide the Owner with one (1) set of final design Drawings and Specifications to be kept on file during the advertisement period.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process contractor charges for Bidding Documents. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our Scope of Work, however, one can be added as an Additional Service if requested by the Owner.

C&S will attend and manage the Bid Opening, review bids, and prepare a certified Bid Tabulation. We will provide a Letter of Recommendation to the Owner regarding award of the contract as appropriate and assist in assembling and awarding contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Owner for their review and approval.

E. Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general

administration of the construction contract and act as the Owner's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- f. Schedules:* Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- i. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in

progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- j. *Record Drawings:* We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Owner operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Owner and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Owner. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Owner and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance

with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.

- o. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

F. Construction Observation

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the

requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3. Contract Time:

Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

4. Fee Summary:

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering	Hourly not-to-exceed \$ <u>3,000</u>
2	Engineering Design	Hourly not-to-exceed \$ <u>56,000</u>
3	Permitting Assistance	Hourly not-to-exceed \$ <u>2,000</u>
4	Bidding	Hourly not-to-exceed \$ <u>6,600</u>
5	Construction Administration	Hourly not-to-exceed \$ <u>26,000</u>
6	Construction Observation (assumes 100 man-hours)	Hourly not-to-exceed \$ <u>9,500</u>
7	Geotechnical Engineering & Materials Testing	Hourly not-to-exceed \$ <u>6,000</u>
		<i>Total of Items 1 - 7 Inclusive: \$ <u>109,100</u></i>

Hourly fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Basic Services Additional Services are listed provided in the Master Agreement.

- 4.1 The Owner agrees to pay the Engineer for the Work described the **hourly amounts up to the not-to-exceed pricing provided herein** for the agreed upon scope described herein.

- 4.2 **Reimbursable Expenses:** Because the City has requested us to conduct two (2) site visits to look at various Headworks technologies, we are going to budget \$2,000 in reimbursable expenses to cover mileage and other travel related expenses associated with this project.
- 4.3 **Additional Services:** Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with Exhibit A in the Master Agreement executed between the Owner and the Engineer. Additional Services include, but are not limited to, the following:
- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
 - b. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer.
 - c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
 - d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 - e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 - f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - g. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 6 months, or man-hours listed herein.
 - h. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
 - i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
 - j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
 - k. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and

determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

- l. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- n. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical consulting services.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

5. The Primary Contacts:

- 5.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Martin C. Boyd, P.E.

Name

(706) 769-4119

Phone

mboyd@cartersloope.com

Email

- 5.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Name

Phone

Email

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Stockbridge ("Owner")
	
_____ Signature	_____ Signature
By: <u>Martin C. Boyd, PE.</u>	By: _____
Title: <u>Senior Engineer</u>	Title: <u>City Manager</u>
Date: <u>May 10</u> , 2017	Date: _____, 2017



11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
4/26/2017	PWCQ11790

Quote valid for 30 days.

Bill To:
City of Stockbridge Donald Riley 4640 North Henry Boulevard Stockbridge, GA 30281 P: (770) 389-7900 F: (770) 389-7900 driley@cityofstockbridge-ga.gov

Site/End User:
Clark Community Park Donald Riley 111 N Davis Dr Stockbridge, GA 30281 P: (770) 389-7900 F: (770) 389-7900 driley@cityofstockbridge-ga.gov

Ship To:
Clark Community Park Donald Riley 111 N Davis Dr Stockbridge, GA 30281 P: (770) 389-7900 F: (770) 389-7900 driley@cityofstockbridge-ga.gov

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
7,200	PPRS	Poured-In-Place Rubber Surfacing Remove approximately 7,200 sq. ft. of existing mulch 2 to 3 inches and dispose. Provide and install compacted stone base. Stone base is calculated @ 4" prior to compaction. Provide and install 7,200 sq. ft. of EPDM Pour-N-Place 50% color and 50% black with aromatic binder for a 9' fall height. Slides and swings will have safety mats installed in heavy ware areas.	\$16.28	\$117,216.00

SubTotal	\$117,216.00
Tax Rate	9.25 %
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$117,216.00

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

****Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.****

****Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.****

****Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. ****

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated.

Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.)

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____



Send Signed Quote & Deposit To:

**Playworld Preferred
Attn: Signed Quote
11515 Vanstory Drive Suite
100
Huntersville, NC 28078**

ROUTING SIGN-OFF SHEET - DISPOSAL



EQUIPMENT NAME: *Hol-Mac Trash Loader*

EQUIPMENT NUMBER: *Taken off truck #134*

DATE: *5-12-2017*

REASON: *Surplus - No longer used in operations*

The following actions must take place when disposing of an Asset(s):

Council Approval of Disposal of Asset and Date:

Terminate the Wex (Fuel Card): *N/A*

Removal of the City Vehicle Tag Number: *N/A*

Removal of the Asset Tag Number: *N/A*

Removal of the Internal Asset Tag Number and Date Completed: *N/A*

Removal of Public Works Vehicle Number and Decals: *N/A*

Removal from the City's Fixed Asset System:

Removal from the City's Insurance Listing:

REVIEWED BY	APPROVED	DENIED	DATE
Requesting Department <i>sewer</i>	<i>Dennis T. Mann</i>		<i>5-12-2017</i>
Finance			
Purchasing			
City Clerk's Office			

☐ Approved

☐ Not Approved

City Manager

Date

*Hol-Mac KBF-20H-CN-HJ Trash Loader with
back of Cab Mount, Crow's Nest Operator's Station, Tandem Pumps,
Joystick Controls, Hydraulic Outriggers, Continuous Rotation
Grapples.*





Council Consideration for approval to move forward to secure competitive sealed qualification-based Proposals to provide professional permitting and inspections services. Said services shall include, but are not limited to, those necessary to achieve the stated objectives in the attached Scope of Services; by submitting a Proposal, each Company warrants that it has reviewed and is familiar with the applicable regulations set forth in Title 8, Chapter 2 of the Official Code of Georgia and Title 36, Chapter 13 of the Official Code of Georgia, as adopted and, if applicable, modified by local Code.

Council Consideration for the approval to move forward with accepting sealed proposals from professional services firms (also referred to as the consultant) for the preparation of a local comprehensive plan pursuant to the Rules of the Georgia Department of Community Affairs, Chapter 110-12-1, Standard and Procedures for Local Comprehensive Planning, “Local Planning Requirements”

Council Discussion Re:
Code Enforcement
Concerns: Storefront
Merchandise, Illegally
Parked Vehicles, Right-of-
Way Signage
Presented by: Councilman
Alexander, Camilla Moore,
Community Development
Director and Michael
Williams, City Attorney

Council Discussion Re:
Ordinance pertaining to
Special Event Permit for
Teen House Parties

Presented by: Councilman
Alexander and Michael
Williams, City Attorney



City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

RECEIVED

MAY 11 2017

City Clerk's Office
City of Stockbridge



APPLICATION FOR YOUTH ADVISORY BOARD

Citizens provide a great insight and knowledge to City government. The Stockbridge Youth Advisory Board is an avenue to strengthen relationships between the youth and their community by creating programs and encouraging opportunities for youth to give back to the community.

REQUIREMENTS FOR PARTICIPATION:

- Must be a resident of City Limits of Stockbridge.
- Must be at least 18 years of age
- Must pass a background check

APPLICANT INFORMATION

Applicant Name: Olabisi Elizabeth Martin

Occupation: Pharmacy Technician

Home Address: _____

City: Stockbridge

Zip: 30281

Home Phone: _____

Home E-Mail: _____

Work Phone: _____

Work E-Mail: _____

Cell Phone: _____

Preferred E-Mail: ☒ Home ☐ Work

YOUTH ADVISORY BOARD APPLICATION

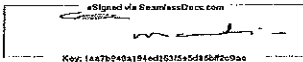
Page 2 of 2

a.) Why are you interested in participating?

I have kids and family that are youth and I don't want them to be idle. They need to be engage in something to keep them busy to not get into trouble. Need mentoring the youth.

b.) What pertinent skills/experiences and contributions can you bring to this program?

I am a Pharmacy tech and I see lot of youth addicted to drugs. I can tell them about these, how to watch out and stay away. Communicate about various sicknesses and adding value to them by engaging in reading books and applying it to our lifestyle.



Olabisi Elizabeth Martin

05/11/2017

Signature

Printed Name

Date

Please return signed application to:

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

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



City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281



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- Must be at least 18 years of age
- Must pass a background check

APPLICANT INFORMATION

Applicant Name: Rosalyn Yvette Rawls

Occupation: Executive Assistant

Home Address: _____

City: Stockbridge

Zip: 30281

Home Phone: _____

Home E-Mail: _____

Work Phone: _____

Work E-Mail: _____

Cell Phone: _____

Preferred E-Mail:



Home

☐ Work

YOUTH ADVISORY BOARD APPLICATION

Page 2 of 2

a.) Why are you interested in participating?

To assist the youth in my community with being the best they can be by sharing my work and life experiences, sharing my tools and information and providing support.

b.) What pertinent skills/experiences and contributions can you bring to this program?

My experience working for a Commissioner (Fulton County - Commissioner Emma I. Darnell) and working with the Youth in our district. Also my experience raising with my husband (as very young parents) 2 children (son and daughter) who are productive citizens, our son a sergeant with Clayton County Sheriff Department and daughter 911 Operator for the City of Atlanta. I am very organized and detailed person. Strong administrative skills. Excellent communication skills.

eSigned via GoarfaxDocu.com
Rosalyn Yvette Rawls
Key: 1a070546a194ac1635a5d86b2e0ac

Rosalyn Y. Rawls

05/22/2017

Signature

Printed Name

Date

Please return signed application to:

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

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



City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

RECEIVED

MAY 12 2017

City Clerk's Office
City of Stockbridge



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- Must be at least 18 years of age
- Must pass a background check

APPLICANT INFORMATION

Applicant Name: Kim J. Amis

Occupation: USPS Consumer Advocate (Retired)

Home Address: _____

City: Stockbridge

Zip: 30281

Home Phone: _____

Home E-Mail: _____

Work Phone: _____

Work E-Mail: _____

Cell Phone: _____

Preferred E-Mail:



Home

☐ Work

YOUTH ADVISORY BOARD APPLICATION

Page 2 of 2

a.) Why are you interested in participating?

I am interested in becoming actively engaged in my community and to enhance and support the needs of the community through our youth.

b.) What pertinent skills/experiences and contributions can you bring to this program?

Having served as a consumer advocate, congressional liaison and a registered neutral (Mediator), I bring dedication, commitment and strong conflict resolutions skills to this program. I will advocate for, support the efforts of and address tasks relative to this program. I currently serve in a public service organization dedicated to the welfare of children and youth, to create environments that empower children to reach their optimal potential.

eSigned via SecureSiteDoc.com
Kim J. Amis
Key: 1a07b00a104ed1055a0d00000000000

Kim J. Amis

05/11/2017

Signature

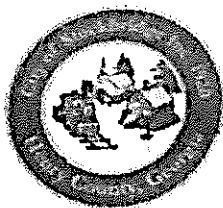
Printed Name

Date

Please return signed application to:

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

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



City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281



APPLICATION FOR YOUTH ADVISORY BOARD

Citizens provide a great insight and knowledge to City government. The Stockbridge Youth Advisory Board is an avenue to strengthen relationships between the youth and their community by creating programs and encouraging opportunities for youth to give back to the community.

REQUIREMENTS FOR PARTICIPATION:

- Must be a resident of City Limits of Stockbridge.
- Must be at least 18 years of age
- Must pass a background check

APPLICANT INFORMATION

Applicant Name: Tanesha McCoy-Washington

Occupation: Recruiter / HR Professional

Home Address: _____ City: Stockbridge Zip: 30281

Home Phone: (____) _____ Home E-Mail: _____

Work Phone: (____) _____ Work E-Mail: _____

Cell Phone: (____) _____ Preferred E-Mail: ☒ Home ☐ Work

YOUTH ADVISORY BOARD APPLICATION

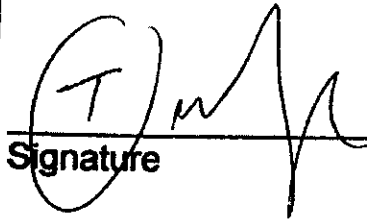
Page 2 of 2

a.) Why are you interested in participating?

Very interested in working with and assisting the youth in my community with issues impacting physical and social wellness. Interested in discovering creative methods to connect with and actively outreach to young people.

b.) What pertinent skills/experiences and contributions can you bring to this program?

- I can offer resume, career development and soft skill / hard skill advise to youth as they begin their career in the ever changing job market
- A previous youth mentor w/ Project Blossom w/ Commissioner Bruce Holmes Youth Foundation
- Current Youth / Teen volunteer @ Red Oak United Methodist Church



Signature

Tanesha McCay Washington

Printed Name

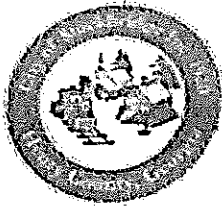
5/24/17

Date

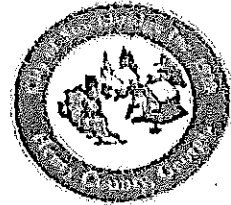
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Occupation: Recruiter / HR Professional

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Home Phone: (____) _____ Home E-Mail: _____

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YOUTH ADVISORY BOARD APPLICATION

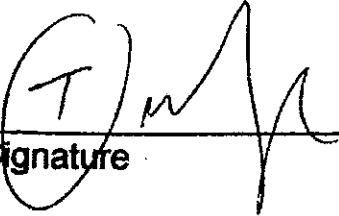
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Tanesha McCay Washington 5/24/17
Printed Name Date

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