

STOCKBRIDGE CITY COUNCIL

Mayor At-Large

Anthony S. Ford

Mayor Pro Tem Kyle D. Berry, Sr.

Council District 3

Councilmember Elton Alexander

Council District 5

Councilmember Yolanda Barber

Council District 4

Councilmember LaKeisha Gantt

Council District 1

Councilmember Alphonso Thomas

Council District 2

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

Vacant

CITY ATTORNEY

Quinton G. Washington

Work Session Meeting Agenda August 27, 2024 6:00 PM



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912

Translation and Interpretation Services are available with (7) days prior notice. Please contact the City's HR Manager at 770-389-7908 for assistance.



AGENDA WORK SESSION MEETING CITY OF STOCKBRIDGE

TUESDAY, AUGUST 27, 2024 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Review of the August 12, 2024 Meeting Minutes

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

PRESENTATION

- 2 Henry County Transportation Advisory Group Update - Presented by: Eniel Gonzalez - City of Stockbridge Representative

DISCUSSION

- 3 Enterprise Fleet Lease Discussion

CONSENT AGENDA

- 4 Council consideration to approve the third renewal of the City of Stockbridge On-Call Sidewalk Replacement and Repairs Contract No. 2021-0008 with DAF Concrete, Inc., in the amount of \$300,000.00. The funding source is from SPLOST and Department Budgeted Funds.

NEW BUSINESS

- 5 Council Consideration to approve the fourth renewal option of RFP (Request for Proposal) 201508-02, Sanitation Collections Services Contract with Waste Industries South Atlanta, LLC/GFL Environmental (formerly Waste Industries) in the amount of \$1,800,000.00. Funding Source: Sanitation Department Budget. - Presented by: Decius Aaron
- 6 Council consideration to approve the East Atlanta Road/Lee Street Roadway Improvement Change Order No.3 with Summit Construction for the additional work included in the supplemental plan set "Lee Street Improvements" all related infrastructure and pedestrian improvements to Bryant Street and along the Amphitheater Entrance Roadway in the amount of \$145,583.97. Funding Source is from SPLOST. - Presented by: Decius Aaron
- 7 Council Consideration to amend an Ordinance - Section 5.16.040 to add D) Owner shall be authorized to sell unused plots to the City of Stockbridge at the original purchase price. Authorize the City Clerk to record the transfer of unused plots from the owner to the City of Stockbridge. - Presented by: Vanessa Holiday
- 8 Council consideration to fill a vacancy and appoint a member to the Public Facilities Authority Board for a 4-year term. - Presented by: Quinton Washington
- 9 Council consideration to fill a vacancy and appoint a member to the Youth Council Advisory Committee to fill an unexpired term. - Presented by: Quinton Washington

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- **Community Zoning and Information Meeting: Wednesday, September 4th from 6:00 p.m. – 7:00 p.m. at City Hall in the Council Chamber (Sep 4)**
- **Stockbridge Citizens-Police Advisory Council meeting 1st Thursday of each month at 6:00 p.m. at the Stockbridge Police Community Room 4545 N. Henry Blvd. – (Sep 5)**
- **City Council Meeting, 2nd Monday of each month at 6:00 p.m. - City Hall Council Chamber (Sep 9)**
- **Youth Council Meeting 2nd Monday of each month at 6:30 p.m. - City Hall Levi Meeting Room (Sep 9)**
- **Citywide Development Authority Meeting, 2nd Tuesday of each month, 6:00 p.m.- City Hall Levi Meeting Room (Aug 10)**
- **The Main Street Advisory Board Meeting on the 2nd Friday of each month at 9am – Location is the Downtown Connection Center 130 M L King Sr. Heritage Trail. (Sep 13)**

- Planning Commission Meeting, 3rd Thursday of each month, 6:30 p.m. - City Hall Council Chamber - (Sep 19)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Stockbridge Downtown Center 130 M L King, Sr. Heritage Trail (Sep 17)
- Youth Council Advisory Committee Meeting, 6:30 p.m.- 3rd Tuesday of each month Levi Meeting Room - City Hall (Sep 17)
- City Council Work Session Meeting, Last Tuesday of each month: Tuesday, July 30th at 6:00 p.m. - City Hall Council Chamber (Sep 24)

UPCOMING CITY EVENTS/INITIATIVES

- Join the City of Stockbridge for the 9/11 Remembrance on Wednesday, September 11th beginning at 8am on the steps of City Hall. 4640 N. Henry Blvd. Stockbridge.
- Join Councilman Alphonso Thomas for the monthly Senior Bingo Bash on Wednesday, September 18th from 10am - 12pm at the Merle Manders Conference Center, 111 Davis Rd. for raffles, prizes, games, snacks and fun!
- Join Mayor Anthony Ford for the monthly *Meet the Mayor* on Wednesday, September 23RD from 10am – noon at Stockbridge City Hall.
- BridgeFest 2024 is coming! The City of Stockbridge Government is hosting this annual event for the COMMUNITY on Saturday, September 28, 2024! We will have a live concert, food trucks, vendors, and more! Get ready for fun at the Stockbridge Amphitheater! Questions? Please email bbradley@stockbridgega.org as soon as possible for vendor opportunities.
- Join Councilman Thomas for the *Don't Trash Stockbridge* initiative centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.

Please contact Rosalynd Rawls to schedule an appointment for *Meet the Mayor* and for more information on Council Initiatives and events at 678-833-3348 or via email: rrawls@stockbridgega.org

2024 Stockbridge Amphitheater Summer Concert Series

1. Saturday, September 14th 3-yr Anniversary Celebration – Kool and the Gang, with Special Guest Morris Day and The Time.
2. Saturday, October 5th featuring Monica, and Tamar (Rescheduled Show)
3. Saturday, October 12th featuring That Girl Lay Lay Youth Concert

4. Sunday, October 13th Kings and Queens of Southern Soul Show featuring King George, Tucka, Sir Charles Jones, Pokey Bear, TK Soul, West Love and Derek “The Change Man” Smith
5. Sunday, October 20, 2024, (Rescheduled Show) featuring Charlie Wilson with Special Guest El Debarge
6. Saturday, October 26, 2024, Boney James Slow Burn Tour with Special Guest Damien Escobar.

Stockbridge Main Street Tiny Tent Concert Series

1. Fridays (Weather Permitting) The show will start at 6 pm and will end at 8 pm. The show will take place at 130 MLK Sr Heritage Trail in Stockbridge, GA. Enjoy good music, local restaurants, and OUR community... all in ONE gorgeous location! Bring your family or make it a date night! Just don't forget your lawn chair!

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



CITY COUNCIL MEETING SUMMARY MINUTES

MONDAY, August 12, 2024 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem Kyle Berry – Council District 3
Councilmember Elton Alexander – Council District 5
Councilmember Yolanda Barber – Council District 4
Councilmember LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2

Administration

Frederick Gardiner – City Manager
Vanessa Holiday – City Clerk
Cassandra Lester – Deputy City Clerk
Lakeisha Gaines – Interim City Treasurer
Quinton Washington – 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.

Invocation by Mayor Ford at 6:09 p.m.

Invocation by: Ms. Sadria Strong

The Pledge of Allegiance was recited by all in attendance.

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

Motion to amend the Agenda to remove Item #4, noting the item is already addressed in the City's Comprehensive Plan was made by Mayor Pro Tem Berry; seconded by Councilmember Alexander. The motion passed unanimously 5-0.

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 5-0.

Motion to approve the Council Meeting Minutes July 8, 2024, Special Called Meeting Minutes - SPLOST VI July 15, 2024, Millage Rate Public Hearing Meeting Minutes July 15, 2024, Millage Rate Public Hearing Meeting Minutes July 19, 2024, Millage Rate Public Hearing Meeting Minutes July 22, 2024, Council Work Session Meeting Minutes July 30, 2024 was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

PUBLIC COMMENTS

There were no public comments.

CEREMONIAL REVIEW

2. Mayor Ford reviewed the proclamations presented to Briana's Heart of Gold; Dr. Amanda Phillips and for National Black History Month; reviewed the swearing in for Samantha Samuels and Antonio Gordon to the Public Facilities Authority Board; and recognized the Stockbridge Citizens-Police Advisory Council for runner up for the "Dr. Curtis McClung Award of Excellence."

OLD BUSINESS

3. DE-ANNEXATION CASE #DX-2024-02 for the Manderley Subdivision – Phase 2. Consideration of an Ordinance to de-annex from the Corporate Limits of the City of Stockbridge nine parcels within the Manderley Subdivision, representing Phase I, as are listed below. The request was made by the owners of the nine parcels, which are located in Land Lots 8 and 9 of District 12. The parcels would become part of unincorporated Henry County. The City Council previously approved (on April 30, 2024) De-Annexation Case #DX-2024-01 for the Manderley Subdivision, Phase I, which concerned ten nearby parcels.

1. 160 Jasper Drive (Parcel #013A01023000).
2. 165 Jasper Drive (Parcel #013A01024000).
3. 195 Jasper Drive (Parcel #013A01050000).
4. 310 Kerrith Drive (Parcel #013A01039000).
5. 320 Kerrith Drive (Parcel #013A01038000).
6. 325 Kerrith Drive (Parcel #013A01025000).
7. 510 Portloe Court (Parcel #013A01049000).
8. 515 Portloe Court (Parcel #013A01047000).
9. 520 Portloe Court (Parcel #013A01048000).

Presented by: Ryan Anderson, Community Development Director
Mr. Anderson noted the de-annexation application was received June 14, 2024 and presented an aerial photo of the proposed area; noting the request has been vetted by the city's legal counsel.

Councilmember Alexander noted unincorporated Henry County residents will pay more in taxes due to the County's tax increase, and the City of Stockbridge Millage Rate will remain the same.

Councilmember Gantt noted she had met with some residents, and the concern was promises made and unkept, and would abide by the law; noting a great majority of residents in the city wanted public safety, and that the millage was implemented to help pay for those services; and expects the County to govern the same way regarding annexation and de-annexation requests.

Motion to approve De-Annexation DX-2024-02 was made by Councilmember Gantt; seconded by Councilmember Alexander. The motion passed unanimously 5-0. De-Annexation effective in approximately 45 days.

Mayor Ford read the Public Hearing Rules and Procedures

PUBLIC HEARING

4. COMPREHENSIVE PLAN CASE #CP-2024-04. (To be located in Council District 5.)

Consideration of a request for a Comprehensive Land Use Amendment of property at 425 Country Club Drive, to change the property's future land use designation from 'High-Density Residential' to 'Low-Density Mixed-Use' to allow for the conversion of an assisted living facility to a hotel boutique. The applicant is Stuart Hope, on behalf of Stockbridge Propco, LLC. The property is located in Land Lot 14 of District 7, with 6.92 +/- acres within the Stockbridge City Limits.

Presented by: Ryan Anderson, Community Development Director

Item was not heard, citing the item is addressed in the City's Comp Plan.

5. REZONING CASE #RZ-2024-05. (To be located in Council District 5.)

Consideration of a request for the Rezoning of property at 425 Country Club Drive, to rezone the property from 'OI' (Office Institutional) to 'C2' (General Commercial) to allow for a hotel boutique. The applicant is Stuart Hope, on behalf of Stockbridge Propco, LLC. The property is located in Land Lot 14 of District 7, with 6.92 +/- acres within the Stockbridge City Limits.

Presented by: Ryan Anderson, Community Development Director

Mr. Anderson gave an overview of Rezoning Case #RZ-2024-05, noting the property was previously a hotel and was rezoned as a senior living facility in 2004 and that the Planning Commission recommends denial, and staff recommends approval.

Mr. Jon W. Jordan, attorney for the applicant noted the property will close due to lack of funding no matter what is decided tonight with the rezoning, as the facility has fallen on hard times; and noted the proposed boutique hotel will benefit the community as a high-end establishment and provide new employment opportunities, revenue, and offer an excellent event center as well.

Ms. Venuss Gervin, the purchaser and developer noted she renovates hotels and brings them back to life; noted the city does not have any upscale hotels in the area, and this facility would fill that void.

Public Hearing Opened

Speakers in Favor: Susan Clowdus, Charles Marshall, Brenda Culpepper, Keith Thompson, and Rex Cagle

Speakers Opposed: Malinda Childs, Sophia Oliver, and Bruce Meadows

Mayor Ford asked the representatives to address the concerns regarding the closing of the facility, notification, and the cost of the new facility in comparison to their current rates, and transition of the residents to the new facilities, along with the displacement of staff.

Mr. Jon Jordan noted that he has been made aware that there is availability at other local facilities but could not confirm the cost comparisons, as he was unaware of any rate guarantees, and reiterated that no matter the outcome from today's meeting, the facility is closing.

Mr. Grant Milton, from the facility's Management Team noted their notification and transition of residents follows State law, as required.

Councilmember Alexander noted there is a 30-day legal notice requirement, and that the owner can work out extensions with residents.

Mr. Milton noted the management team is currently working to transition the (19) nineteen remaining residents.

Councilmember Gantt questioned the leases and terms for the residents.

Mr. Grant noted all residents are under a month-to-month lease.

Councilmember Thomas stated he wanted to make sure the remaining residents have a full opportunity to relocate in a humane way.

Councilmember Barber stated that while she recognizes the owner has a right to sell, there are concerns regarding the rates of the future facility in comparison to the current rates and questioned the security of the access to the nearby subdivision.

Councilmember Gantt stated questions need to be answered by the owner (who was not present) and asked why the facility's website was still advertising for new residents, and scheduling visits if the facility is set to close, noting the owner needs to respond; and noted there needs to be compassion for the residents and staff, and not just the sell and development of property, but also a level of care for the residents, noting this is an aging population of people, and that she will not vote in approval on this matter tonight.

The website manager for the facility stated she had no idea the facility was closing.

Mayor Pro Tem Berry asked the representatives to elaborate on the "safe place," further asking where the residents would go once discharged; and asked if the employees are going to receive severance packages; noting there needs to be more communication regarding the transition, and asked how soon the matter can be addressed.

Mr. Jon Jordan suggested the matter be Tabled to meet with the team to seek answers.

Councilmember Thomas stated that he is on board with the progress of the facility, however, the owner needs to come back and answer questions.

Mr. Milton noted the owner does not live in the area; however, the Regional Operations Manager does, and would be able to come back with information for the Council.

Councilmember Alexander noted the 30-day timeframe is a great concern for the Council and asked Ms. Gervin if as the new owner, she would be amenable to extending the timeframe for the transition of residents to a 60–90-day timeframe.

Ms. Gervin stated that she believes in the project and is willing to wait to allow for the relocation of the residents.

Mr. Jon Jordan stated they would get notices out and asked the Council to Table the matter until the September 9, 2024 meeting.

Motion to Table to the September 9, 2024 Council Meeting, with the Requestor submitting a 50-90 plan to the relocation/transition of residents was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

NEW BUSINESS

6. Council consideration to approve the Stormwater Division to use the \$573,653.00 allocated to SPLOST V to perform stormwater repairs within the stormwater management system. The Stormwater Division proposes to utilize Site Engineering, the City's On-Call Water & Sewer Emergency & Operational Repair/Maintenance and Construction Services vendor.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted there were several Stormwater repair projects that are ongoing and asked for approval of the request.

Motion to approve was made by Councilmember Gantt; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

7. Council consideration to fill a vacancy on the Ethics Committee and appointing a member to fill an unexpired term.

Presented by: Quinton Washington, City Attorney

Attorney Washington noted there is one vacancy and two applicants and asked the Council to select.

Councilmember Gantt noted she was not familiar with either applicant.

Councilmember Alexander asked the City Clerk if both candidates have been vetted.

City Clerk, Vanessa Holiday, noted both candidates meet the criteria as city residents, and have cleared background checks through the Municipal Court.

Motion to appoint Mary Scott to fill the unexpired term was made by Councilmember Barber; seconded by Councilmember Thomas. The motion passed 3-0-2. (Barber, Berry, and Thomas approved) (Alexander and Gantt Abstained).

8. Council consideration to fill a vacancy on the Downtown Development Authority Board and appoint a member to fill an unexpired term.

Presented by: Quinton Washington, City Attorney

Attorney Washington noted there is one vacancy on the board, and one applicant.

Councilmember Alexander noted a member of the DDA Board made the recommendation for Mr. Jerry Mays.

Motion to appoint Jerry Mays to fill the unexpired term was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion unanimously 5-0.

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- Citywide Development Authority Meeting, 2nd Tuesday of each month, 6:00 p.m.- City Hall Levi Meeting Room (Aug 13)
- Planning Commission Meeting, 3rd Thursday of each month, 6:30 p.m. - City Hall Council Chamber - (Aug 15)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Stockbridge Downtown Center 130 M L King, Sr. Heritage Trail (Aug 20)
- Youth Council Advisory Committee Meeting, 6:30 p.m.- 3rd Tuesday of each month Levi Meeting Room - City Hall (Aug 20)
- City Council Work Session Meeting, Last Tuesday of each month: Tuesday, July 30th at 6:00 p.m. - City Hall Council Chamber (Aug 27)
- Community Zoning and Information Meeting: Thursday, August 7th from 6:00 p.m. – 7:00 p.m. at City Hall in the Council Chamber (Sep 4)
- Stockbridge Citizens-Police Advisory Council meeting 1st Thursday of each month at 6:00 p.m. at the Stockbridge Police Community Room 4545 N. Henry Blvd. – (Sep 5)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. - City Hall Council Chamber (Sep 9)
- Youth Council Meeting 2nd Monday of each month at 6:30 p.m. - City Hall Levi Meeting Room (Sep 9)
- The Main Street Advisory Board Meeting on the 2nd Friday of each month at 9am – Location is the Downtown Connection Center 130 M L King Sr. Heritage Trail. Sep 13)

UPCOMING CITY EVENTS/INITIATIVES

- Join Councilman Alphonso Thomas for the monthly Senior Bingo Bash on Wednesday, August 14th from 10am - 12pm at the Merle Manders Conference Center, 111 Davis Rd. for raffles, prizes, games, snacks and fun!

- Join Councilwoman LaKeisha Gantt in partnership with Atlanta Food Truck Park for Night Market at the Stockbridge Amphitheater Parking Lot from 6pm – 9:30pm – August 15th. There will be vendors, Food Trucks, Activities, Games, Music, and Vibes. Contact Tan Bowers at tan@atlantafoodtruckpark.com for registration and additional information.
- Join Councilman Thomas for the 2nd District Curb, Gutter and Sidewalks Town Hall on Thursday, August 15th from 6:30pm – 8:00pm at Floyd Chapel Baptist Church Family Life Center located at 104 First Street Stockbridge, GA
- Join Mayor Anthony Ford for the monthly Meet the Mayor on Wednesday, August 26th from 10am – noon at Stockbridge City Hall.
- Join the Stockbridge Citizens-Police Advisory Council for the Zone 2 Public Safety Forum/ Back to School Safety Day on Monday, August 19th from 6:00 pm to 7:30 pm at Stockbridge First United Methodist Church 4863 N. Henry Blvd.
- Join Councilman Thomas for the Don't Trash Stockbridge initiative centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.

Please contact Rosalynd Rawls to schedule an appointment for Meet the Mayor and for more information on Council Initiatives and events at 678-833-3348 or via email: rrawls@stockbridgega.org

SAVE THE DATE! Join the City of Stockbridge for the 9/11 Remembrance on Wednesday, September 11th beginning at 8am on the steps of City Hall. 4640 N. Henry Blvd. Stockbridge.

SAVE THE DATE! BridgeFest 2024 is coming! Are you ready! The City of Stockbridge Government is hosting this annual event for the COMMUNITY on Saturday, September 28, 2024! We will have a live concert, food trucks, vendors, and more! Get ready for fun at the Stockbridge Amphitheater! Questions? Please email bbradley@stockbridgega.org as soon as possible for vendor opportunities.

2024 Stockbridge Amphitheater Summer Concert Series

- Saturday, August 17th – Monica, featuring Tamar, Sevyn Streeter, and Pretty Tammy the DJ.
- Saturday, September 14th 3-yr Anniversary Celebration – Kool and the Gang, with Special Guest Morris Day and The Time.
- Sunday, October 20, 2024, (Rescheduled Show) Charlie Willson with Special Guest El DeBarge
- Saturday, October 26, 2024, Boney James Slow Burn Tour with Special Guest Damien Escobar.

Chris Tucker & Friends

- Saturday, August 24, 2024, Chris Tucker & Friends. Live Music and Comedy. Benefits the Chris Tucker Foundation.

Stockbridge Main Street Tiny Tent Concert Series

- Fridays (Weather Permitting) The show will start at 6 pm and will end at 8 pm. The show will take place at 130 MLK Sr Heritage Trail in Stockbridge, GA. Enjoy good music, local restaurants, and OUR community... all in ONE gorgeous location! Bring your family or make it a date night! Just don't forget your lawn chair!

MAYOR'S COMMENTS

Mayor Ford referenced the 2024 Olympics that just concluded in Paris with the USA at the top of the medal count; and noted Vanessa Holiday's cousin, Grant Holloway won the gold medal in the 110 Hurdles meet, and Daniel Roberts from Eagles Landing High School won the silver medal in the same race, and looks forward to the Olympics coming to Los Angeles in 2028; and referenced the golf events that took place at the Eagles Landing Country Club featuring the Legends of the LPGA, and the World Long Distance Drive Contest where he and Councilman Alexander attended and proclamations from the City were presented at both events.

Motion to adjourn the meeting at 8:28 p.m. was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor

Henry County Transportation Advisory Group (TAG)

Quarterly Update

August 27, 2024



2024 Quarterly Update

- ▶ Henry County Road Projects Update - SPLOST and TSPLOST
- ▶ Henry County Transit Service Update
- ▶ Henry County Transportation Planning Update



2024 Quarterly Update

- ▶ Henry County Road Projects Update - SPLOST and TSPLOST
 - ▶ Major Road Projects Underway
 - ▶ **Rock Quarry Road (TSPLOST):** Right of Way (ROW) acquisition complete. The USACE 404 permit was received on June 6th. Currently addressing comments from the traffic study analysis. September 2024 Let date moved to January 2025 due to environmental issues.
 - ▶ **Western Parallel Connector:** GDOT project. ROW acquisition complete and certified 6/26/2024. NTP 8/12/2024. Completion 2026.
 - ▶ **New Interchange on I-75 at Bethlehem Road:** GDOT Project. Construction 2025.
 - ▶ **US 23/State Route 42 Widening:** GDOT Project. Widening project from SR 138/North Henry Boulevard in Henry County to I-675 in Clayton County. Construction 2023. Completion 2027.
 - ▶ **US 23/State Route 42 Widening:** GDOT Project. Widening from downtown McDonough to SR 138/North Henry Boulevard in Stockbridge. ROW acquisition 2027-2028. Construction 2030.

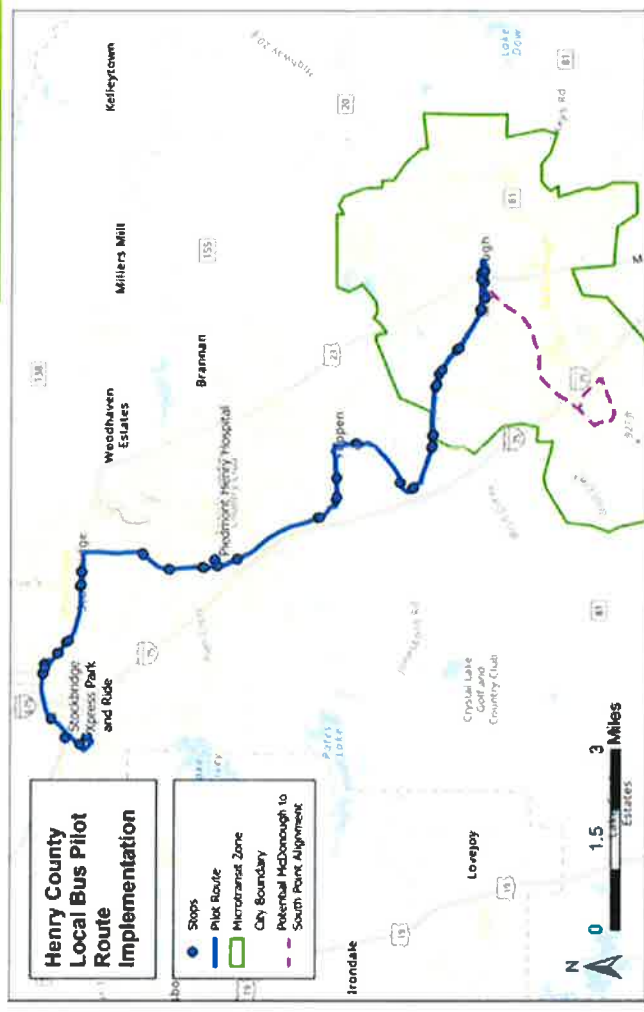
2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ A new fixed-route local bus service corridor is being planned from McDonough Square through the City of Stockbridge to the Henry County-Clayton County line in 2025. Bus stop locations are currently being planned for the proposed route.
 - ▶ Public Meeting held on August 13, 2024
 - ▶ Presentation from meeting can be downloaded from Transportation Planning website under Transit Planning



2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Pilot Route Connects Stockbridge & McDonough
 - ▶ Key Destinations Served:
 - ▶ Stockbridge
 - ▶ Xpress park-and-ride
 - ▶ Downtown Stockbridge
 - ▶ Piedmont Henry Hospital



-



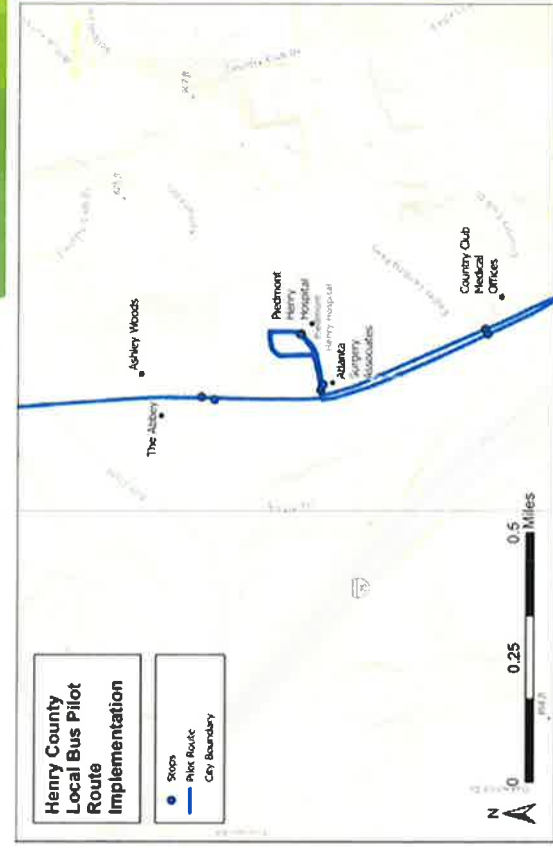
2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Stakeholder Engagement
 - ▶ City of McDonough
 - ▶ City of Stockbridge
 - ▶ Henry County Chamber of Commerce
 - ▶ Henry County Senior Services
 - ▶ McDonough Housing Authority
 - ▶ Piedmont Henry Hospital



2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Piedmont Henry Hospital Connections
 - ▶ The Hospital is Expanding
 - ▶ Temporary access to the north entrance
 - ▶ Potential future access from Eagles Landing Parkway
 - ▶ Medical Offices
 - ▶ Residential Developments



2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Operating Characteristics
 - ▶ Hours of Service - 6 am to 6 pm, M-F
 - ▶ Proposed Fare - \$2.50 per Trip
 - ▶ Operating Scenarios under Consideration
 - ▶ 30-Minute Frequency (SU \$1.1 Mil, AOC \$1.3 Mil)
 - ▶ 45-Minute Frequency (SU \$1.1 Mil, AOC \$975 K)
 - ▶ 60-Minute Frequency (SU \$850 K, AOC \$655 K)

2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Benefits
 - ▶ 23,800 residents live within ½ mile of stops
 - ▶ 9,100 jobs are within ½ mile of stops
 - ▶ Extends existing microtransit service
 - ▶ Complements existing dial-a-ride service and increase system capacity

2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Funding Sources
 - ▶ Henry County awarded Congestion Mitigation & Air Quality (CMAQ) funding
 - ▶ \$2 million per year, local match is \$400,000 per year
 - ▶ Supports initial three years of operations
 - ▶ Funding cannot be transferred to other projects
 - ▶ Federal Formula Funds
 - ▶ County General Fund
 - ▶ Fares

2024 Quarterly Update

- ▶ Henry County Transit Service Update
 - ▶ Next Steps
 - ▶ Receive and review and public feedback
 - ▶ Finalize Operations Plan
 - ▶ Presentation to Henry County Board of Commissioners - Sept 2024
 - ▶ Begin service - Early 2025



- 



2024 Quarterly Update

- ▶ Henry County Transportation Planning
- ▶ Henry County Crash Trend upwards
- ▶ Henry County won a SS4A safety grant for Comprehensive Safety Action Plan
- ▶ Vision Zero - Zero Deaths & Zero Accidents
- ▶ Henry County executed agreement with USDOT to receive \$200K of SS4A grant
- ▶ Only 2 out of 4 Cities joined as partners to share 20% local match

Henry County Crash Trend 2018-2022

	2018	2019	2020	2021	2022
Total Crashes	12,250	12,548	10,938	13,595	13,172
Injury Crashes	2,455	2,647	2,336	2,917	2,874
Total Injured	3,668	4,075	3,446	4,342	4,300
Fatal Crashes	22	22	31	34	45
Total Fatalities	25	28	133	37	48
Commercial Vehicle Crashes	769	789	682	835	847
Property Damage Crashes	9,773	9,879	8,571	10,644	10,253
Private Property Crashes	2,471	2,380	2,182	2,505	2,333
Work Zone Crashes	361	393	197	253	191
Hlt and Run	1,690	1,653	1,604	2,062	1,833



Source: Georgia Electronic Accident Reporting System (GEARS)

2024 Quarterly Update

- ▶ Henry County Transportation Planning Update
- ▶ Connected Vehicle Technology Deployment
- ▶ Henry County executed agreement with USDOT to receive \$825K of SMART grant
- ▶ Needs activation of 45 onboard units for fire engines and smaller emergency vehicles
- ▶ Monitor before/after deployment
- ▶ Deployed in Marietta, GA - saved on average 2 minutes

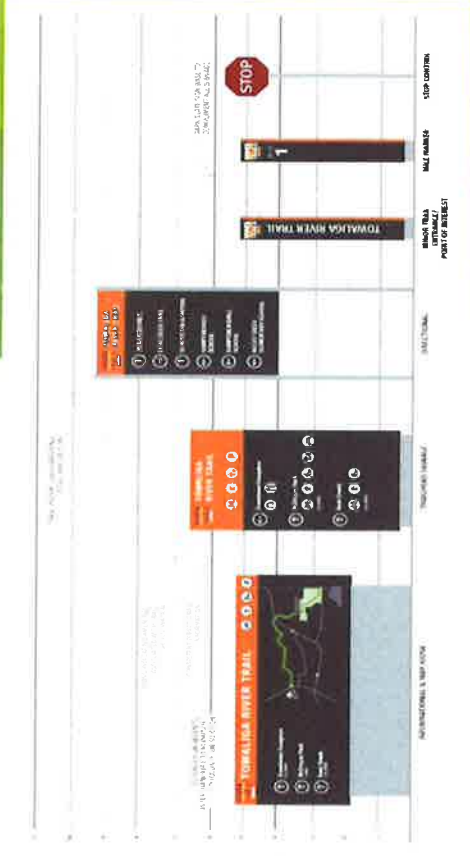
Connected Vehicle Technology Deployment

- 32 roadside units deployed to date
- 45 onboard units installed in Henry County Fire Department vehicles
- Applied for SMART grant



2024 Quarterly Update

- ▶ Henry County Transportation Planning Update
 - ▶ Henry County Trails Wayfinding Plan
 - ▶ Henry County BOC adopted plan on June 11, 2024
 - ▶ Takes the Henry Trails logo and signs from the concept stage to actual signs on the ground along our trails
 - ▶ Plan provide necessary specifications for colors, fonts, font sizes, heights, widths, dimensions, materials, etc. to construct the various Henry Trails wayfinding signs



2024 Quarterly Update

- ▶ Henry County Transportation Planning Update
 - ▶ Special Purpose Local Option Sales Tax (SPLOST) VI
 - ▶ Referendum to be held on November 5, 2024
 - ▶ Joint meeting held with Henry County and the municipalities on June 27, 2024
 - ▶ Next step in the process is for Henry County to pass a resolution approving a SPLOST VI project list and the ballot language
 - ▶ More information found on SPLOST Department website under SPLOST VI INFORMATION link

Special Purpose Local Option Sales Tax VI



- SPLOST VI referendum planned for November 5, 2024
- One percent (1%) additional sales tax to fund capital projects
- SPLOST meetings to seek input from county residents

2024 Quarterly Update

- ▶ For More Information:
 - ▶ Visit the Henry County website at: <https://www.co.henry.ga.us/>.
 - ▶ At the top-right corner on the home page, click “Departments”.
 - ▶ From the drop-down menu, select “Transportation Planning”
 - ▶ Info on Major Projects and Federally-Funded Transportation Projects
- ▶ Locally-Funded Transportation Projects
 - ▶ <https://www.co.henry.ga.us/SPLOST>





City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Enterprise Fleet Lease Discussion.

BACKGROUND INFORMATION:

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

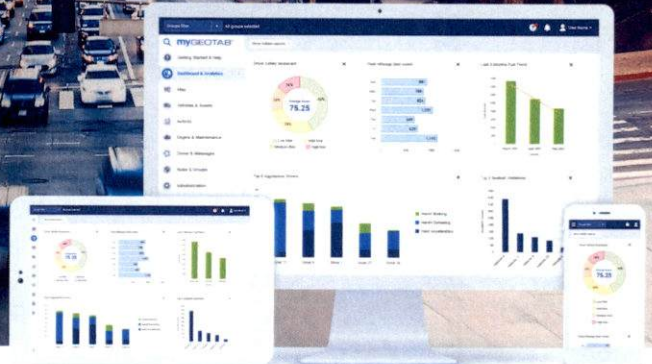
☐ FINANCIAL IMPACT ☒ N/A

AMOUNT _____

ATTACHMENTS: ☒

Geotab Sourcewell Program

A trusted government fleet management solution for all levels of government.



Procurement through Sourcewell

The primary purpose of Sourcewell is to create a national cooperative of contract purchasing opportunities for products and services on behalf of its members. In June 2021, Geotab was successfully awarded a Sourcewell vendor contract as a sole source provider for fleet management and related technology solutions.

The Geotab Sourcewell advantage

- Avoid time-consuming and costly RFP saving you time and money
- No capital expenditures and no lock-in term commitments
- Fixed national discounted pricing and bundle offer
- Offered to all levels of government and public entities
- Available throughout USA and Canada

A trusted and reliable fleet management solution

The Geotab Sourcewell program offers solutions designed to meet the unique requirements of government fleets, including:

Sourcewell

Awarded Contract

Contract #020221-GEO

Public Works

Access live service maps to view real-time route completion and to help manage major weather events. Geotab's Public Works solution helps government agencies manage vehicles and associated operations such as salt spreaders, snow plows, street sweepers and waste management vehicles.

Utilities

Effectively manage the safety of employees and contractors on the road and at the job site. Stay connected to fleet operations with real-time tracking and data intelligence. For utility vehicles operating in harsh conditions, the GO RUGGED telematics device is IP67 rated for increased protection from the elements.

Motorpool

Improve how your motorpool fleet runs with Geotab Keyless. A digital key solution designed to help protect your assets, reduce costs and increase utilization for your fleet.

First responder

Geotab's secured and sophisticated fleet management solutions offer the fleet-wide insight needed to transform operations and ensure driver and citizen safety. With Active Tracking, dispatchers can follow emergency vehicles in real time.

EV

Lead the charge to reduce emissions by integrating electric vehicles into your fleet. Geotab's Electric Vehicle Suitability Assessment (EVSA) helps government fleets understand where to transition to EVs. As your fleet evolves, Geotab's data-driven insights help enhance the efficient operation of both EV and ICE fleet vehicles in one single platform that supports the widest range of EV models.

Geotab open platform for telematics

Over 2000 government agencies and departments at all levels trust Geotab. We meet the highest security standards with FIPS 140-2 validation and FedRAMP certification.

Lower operating costs

- Improve asset utilization
- Reduce miles driven, unnecessary idling and fuel spend
- Predictive maintenance planning, scheduling and notifications

Proactively coach and improve safety

- Provide in-vehicle coaching with customized messaging and rules
- Monitor seat belt usage
- Utilize camera solutions with DVR functionality

Collision detection and notifications

- Instant notifications, airbag deployment
- Detailed second-by-second data
- Helps prove no-fault to insurance provider

A scalable, digital key solution – Geotab Keyless

- Right-size motorpool fleets and reduce total cost of ownership
- Seamless car sharing operations
- Lock and unlock vehicles via Bluetooth® or cellular connection



Drive forward sustainability goals

- Reducing idle time and measure CO2 emissions with MyGeotab
- Optimize operations of your ICE and EV fleet vehicles on the same platform to reduce costs and emissions as well as improve driver behavior
- Accurately project the environmental impact and cost saving of fleet electrification using an EVSA
- Based on charging history and real-time state of charge, dispatch your EV with confidence

Grow your business

- Expandability and OEM integration
- Geotab IOX® Technology
- Open data integration with Software Development Kit (SDK)

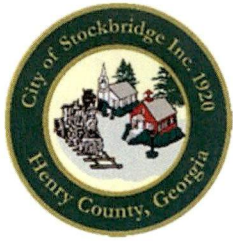
Utilize powerful data

- Snow plow and salt spreader integrations
- Report on PTO usage
- Vehicle recall management



Capture rich fleet insights with the GO device

- Fast GPS acquisition time
- Captures rich and ultra accurate fleet insights
- Self-calibrating accelerometer
- Over-the-air updates
- LTE connectivity



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

FUNDING SOURCE

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

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Exercise of Third Option Renewal for Contract No.2021-0008, On-Call Sidewalk Repairs and Replacement with DAF Concrete, Inc.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval of the third (3rd) option year renewal of the On-Call Sidewalk Replacement and Repairs Contract with DAF Concrete, Inc.

On December 13, 2021, the City Council approved to award a fixed-contract to the single bidder, DAF Concrete, Inc., RFP No. 2021-0008, for the Annual On-Call Sidewalk Repairs and Replacement, in the estimated annual amount of \$150,000.00 (R21-1383). On May 31, 2022, the City Council approved an annual contract increase from \$150,000.00 to \$350,000.00 (R22-1516).

The initial contract term of the Agreement is for one (1) year, with four(4), one (1) year renewal option.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

The Public Works Department is requesting the City Council's approval to exercise the third option renewal for DAF Concrete, Inc.

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backlifting, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

The budget amount for the third option year is \$300,000.00

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

Fiscal Impact:

Funds will be provided from account number

Attachments:

Contract Renewal Evaluation Form

Contract

Change Order (R22-1516)

APPROVALS:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

PROCUREMENT _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$
\$300,000.00

ATTACHMENTS: ☒



CONTRACT RENEWAL EVALUATION FORM

Date: July 16, 2024

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, *Procurement Specialist*
Email: wcooley@stockbridge.org

Subject: Contract No. RFP 2021-0008 with DAF Concrete, Inc., for Annual On-Call Sidewalk Repairs and Replacement - Exercise of Third Renewal Option

It is time to review the option to renew Contract No. RFP 2021-0008 with DAF Concrete, Inc. for Annual On-Call Sidewalk Repairs and Replacement. The contract expires December 31, 2024.

Please indicate your recommendation as to exercising the option, along with the option-year contract renewal amount, account number, and department head's signature. Upon completion, return to Wanda J. Cooley, Procurement Department, no later than Wednesday, July 17, 2024. If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please explain briefly.

Section 1: Renewal

Approve Option: Decius T. Aaron July 17, 2024
(Signature) (Date)

Disapprove Option: _____
(Signature) (Date)

Contract Renewal Amount: \$ 300,000.00

Account #: 100-42200-541404

Department Head: _____
(Signature)

Section 2: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	<u>X</u>	—	—
2. Contractor was responsive and professional?	<u>X</u>	—	—
3. Are you satisfied with the quality of the work performed by the Contractor?	<u>X</u>	—	—
4. Did the Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	<u>X</u>	—	—

Comments: _____

For Approval:

Frederick Gardiner, City Manager

_____/_____/_____
Date

City of Stockbridge Requisition

Date: 1/1/2023
Requestor: Decius Aaron
Vendor: DAF Concrete
Date Needed:
Budgeted: YES
Amend Budget:

ITEM(S) TO PURCHASE

Quantity	Description of Item/Service	Unit Price	Cost Ext.
1	Sidewalk Repairs	\$250,000.00	\$250,000.00
	Approved by Council 12/12/2022		
	Resolutin R22-1516		
TOTAL			\$250,000.00

Approved by: Decius T. Aaron
Approved by: Anthony A. Ford
Approved by: _____

Date: 1/9/2023
Date: 1/14/2023
Date: _____

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-1516

A RESOLUTION FOR RENEWAL OF THE CITY OF
STOCKBRIDGE ON-CALL SIDEWALK REPLACEMENT AND
REPAIRS CONTRACT

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

WHEREAS, The City of Stockbridge Procurement Division requested approval to award a fixed contract to the single bidder, OAF Concrete, Inc., Request for Proposal (RFP) Number 2021-0008, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement, in the estimated annual amount of \$150,000.00 (RI-1383). On May 31, 2022, the City Council authorized an increase of the annual On-Call Sidewalk Repairs and Replacement contract with OAF Concrete, Inc. from \$150,000.00 to \$350,000.00 to complete sidewalk repairs in Monarch Village and Windsong Subdivision (R2-1459);

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

SECTION 1. Approval of Request. The Council hereby approves the requested RFP No. 2021-0008 City of Stockbridge Annual On-Call Sidewalk repairs and replacement with DAF Concrete, Inc. in the amount of \$250,000.00 of SPLOST V funds. The supporting documentation is attached as Exhibit A.

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

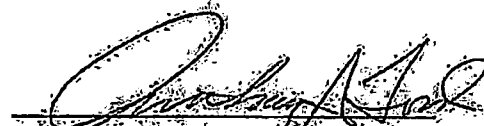
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

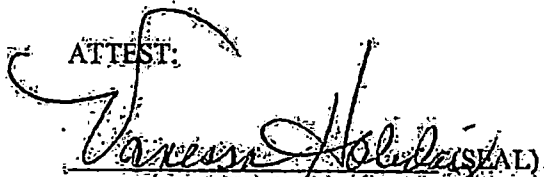
SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

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

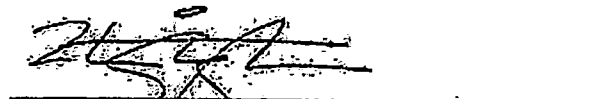
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of December, 2022.


ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON G. WASHINGTON, ESQ., City Attorney

STAFF RECOMMENDATION:

The Public Works Department is requesting approval to renew City of Stockbridge On-Call Sidewalk Replacement and Repairs Contract with DAF Concrete, Inc., which was approved by Council, December 13, 2021 (R21-1383).

The initial term of this Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods.

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backlifting, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

Section 3.20.227—Renewals and Extensions. The City Council shall approve all renewals or term contract extensions: (A) to afford the City a continuous supply of items or services in the event of the termination or near termination of the award/contract and; (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the City Council.

Fiscal Impact: Funds will be provided from SPLOST V.

**SERVICE AGREEMENT
BY AND BETWEEN
D A F CONCRETE, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 1/28/2022 day of January, 2022, by and between D A F Concrete, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

WITNESSETH:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding annual on-call sidewalk repairs and replacements, as stated in City RFP No. 2021-0008 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference. The RFP No. 2021-0008 and all terms therein shall be incorporated completely herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B. The City shall pay the Contractor the cost of these services which shall be \$150,000.00 (one hundred and fifty thousand dollars).

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.

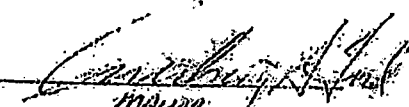
(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as

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.

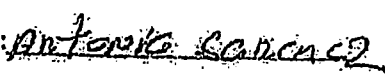
(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement or any of the terms or provisions 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.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

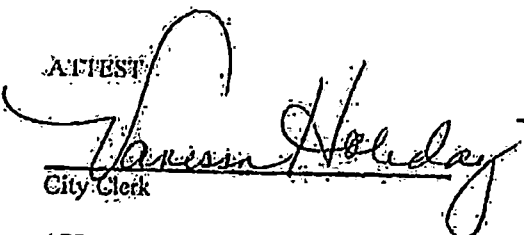
By: 
11/14/02

CITY OF STOCKBRIDGE, GEORGIA

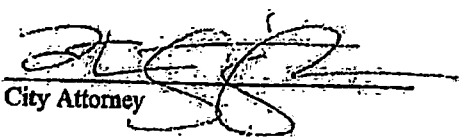
By: 

D A F CONCRETE, INC.

ATTEST


City Clerk

APPROVED AS TO FORM:


City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION R22-1459

A RESOLUTION AUTHORIZING AN INCREASE OF THE ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT CONTRACT WITH DAF CONCRETE, INC.; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City wishes to approve an increase of the annual On-Call Sidewalk Repairs and Replacement contract with DAF Concrete, Inc. from \$150,000.00 to \$350,000.00 to complete sidewalk repairs in Monarch Village and Windsong Subdivision; and

WHEREAS, the funding source to take this action shall be SPLOST V.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

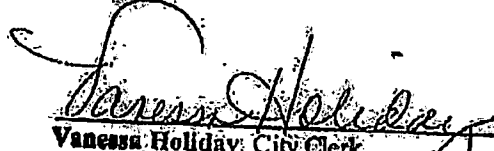
1. Approval of Execution. The City Council hereby authorizes an increase of the annual On-Call Sidewalk Repairs and Replacement contract with DAF Concrete, Inc. from \$150,000.00 to \$350,000.00 to complete sidewalk repairs in Monarch Village and Windsong Subdivision, the documents for which are attached hereto as Exhibit A. The Mayor or Mayor Pro Tem is hereby authorized to execute said policies with such changes as are recommended by the City Attorney.
2. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. Effective Date. This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 31st day of May, 2022

CITY OF STOCKBRIDGE, GEORGIA


Anthony S. Ford, Mayor

ATTEST:


Vanessa Holiday, City Clerk

APPROVED AS TO FORM:


Quinton G. Washington, City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. B21-1383

**A RESOLUTION FOR APPROVAL OF ANNUAL ON-CALL SIDEWALK
REPAIRS AND REPLACEMENT**

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

WHEREAS, the City proposes to approve the contract for Request for Proposal (RFP) Number: 2021-0008, Annual On-Call Sidewalk Repairs and Replacement, for DAF Concrete, Inc;

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

SECTION 1. Approval of Bidder. The Council hereby approves the contract pursuant to Request for Proposal (RFP) Number: 2021-0008, Annual On-Call Sidewalk Repairs and Replacement, for DAF Concrete, Inc in the amount of \$150,000. The supporting documents are attached as Exhibit A.

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

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

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

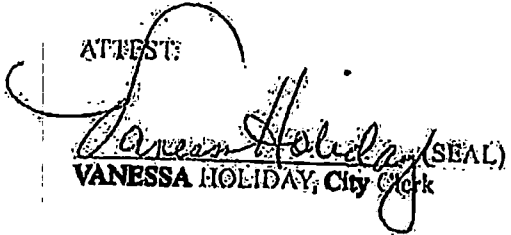
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 13th day of December, 2021.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON WASHINGTON, ESQ., City Attorney

**SERVICE AGREEMENT
BY AND BETWEEN
D A F CONCRETE, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 1/28/2022 day of January, 2022, by and between D A F Concrete, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding annual on-call sidewalk repairs and replacements, as stated in City RFP No. 2021-0008 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference. The RFP No. 2021-0008 and all terms therein shall be incorporated completely herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B. The City shall pay the Contractor the cost of these services which shall be \$150,000.00 (one hundred and fifty thousand dollars).

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.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

By: _____

Carthage A. Ford
MAYOR
CITY OF STOCKBRIDGE, GEORGIA

By: _____

Antonio Sanchez
D A F CONCRETE, INC.

ATTEST:

Tamara Holiday

City Clerk

APPROVED AS TO FORM:

[Signature]

City Attorney

CONTRACT RENEWAL EVALUATION FORM

Date: June 26, 2024

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, *Procurement Specialist*
Email: wcooley@stockbridge.org

Subject: Contract RFP No. 201508-02 –Solid Waste Collection Transportation and Disposal Agreement with GFL Environmental, Inc. - Exercise of fourth (4th) Renewal Option

It is time to review the 4th option to renew Contract No. 201508-02 for Solid Waste Collection Transportation and Disposal with GFL Environmental, Inc. The contract expires December 31, 2024.

Please indicate your recommendation as to exercising the option, along with the option-year contract amount, account number, and department head's signature. Return to Wanda J. Cooley, Procurement Department, no later than Tuesday, July 2, 2024. If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please explain briefly.

Section 1: Renewal

Approve Option: Decius T. Aaron
(Signature)

June 26, 2024
(Date)

Disapprove Option: _____
(Signature)

(Date)

Contract Renewal Amount: \$ 1,800,000.00

Account #: 540-45200-523991

Department Head: Decius T. Aaron
(Signature)

Section 2: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	<u>X</u>	—	—
2. Contractor was responsive and professional?	<u>X</u>	—	—
3. Are you satisfied with the quality of the work performed by the Contractor?	<u>X</u>	—	—
4. Did the Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	<u>X</u>	—	—

Comments: _____

For Approval:

Frederick Gardiner, City Manager

_____/_____/_____
Date:

**AMENDMENT OF SOLID WASTE COLLECTION TRANSPORTATION AND
DISPOSAL AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE, GEORGIA
AND GFL ENVIRONMENTAL, INC.**

This Amendment ("Amendment") is made and entered into this 17th day of March, 2023, by and between the City of Stockbridge, Georgia (hereinafter, "City") and GFL Environmental, Inc. f/k/a Waste Industries South Atlanta, LLC ("GFL"). GFL and the City sometimes referred to herein collectively as "Parties."

WHEREAS, the Parties entered into the Solid Waste Collection Transportation and Disposal Agreement on or about April 11, 2016; and

WHEREAS, the Parties want to amend their Solid Waste Collection Transportation and Disposal Agreement to the limited extent as stated herein.

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. **GFL to Observe Certain Holidays.** In addition to other recognized holidays and as requested by the City, GFL hereby agrees to observe and not provide sanitation services in the City on (a) the Martin Luther King Jr. Holiday; and (b) the Juneteenth Holiday. For those weeks in which these holidays occur, GFL shall still provide services and adjust the sanitation schedule accordingly in recognition of these holidays.

2. **Customer Service Number.** GFL shall provide one additional customer phone number dedicated solely to service customers in the City of Stockbridge and not to be used for any other entity or government that GFL services.

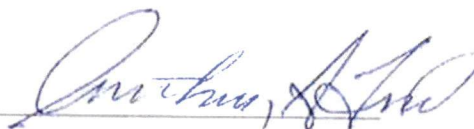
3. **Performance Evaluation.** GFL and the City shall meet and confer regularly, or as requested by the City, to discuss GFL's performance of the Solid Waste Collection Transportation and Disposal Agreement and any issues or concerns that the City believes need to be addressed regarding such agreement.

4. **Effect on Parties' Solid Waste Collection Transportation and Disposal Agreement.** Other than Sections 1, 2, and 3 herein, this Amendment shall in no way amend, modify, or have any effect on any of the provisions of the Parties' Solid Waste Collection Transportation and Disposal Agreement and all such terms and provisions shall remain in full force and effect.

5. **Electronic Signature and Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that the electronic signature of any party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment. The Parties may execute and electronically

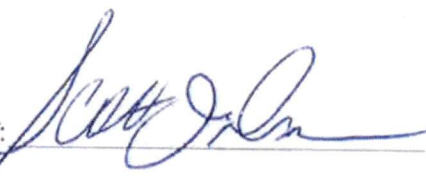
deliver copies of this Amendment and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Amendment as of the date first above written.

By: 

CITY OF STOCKBRIDGE, GEORGIA

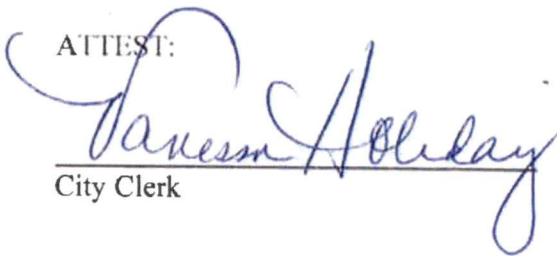
Dated: 3/7/2023

By: 

GFL ENVIRONMENTAL, INC.

Dated: 3/13/2023

ATTEST:


City Clerk

APPROVED AS TO FORM:

City Attorney

AG 16-340

**Solid Waste Collection
Transportation and Disposal Agreement**

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the 11 day of April 2016, by and between the City of Stockbridge, hereinafter referred to as "CUSTOMER", and Waste Industries South Atlanta, I.L.C, a Georgia limited liability company, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER issued a Request for Proposals for Sanitation Collection Services, a copy of which is attached as Exhibit A (the "RFP"); and

WHEREAS, CONTRACTOR was awarded the work under the RFP; and

WHEREAS, as a result thereof, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Henry and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of five years and eight months beginning May 1, 2016 and ending December 31, 2021 (the "Initial Term") provided that, consistent with the multi-year contractual provisions of O.C.G.A 36-60-13, this Agreement shall be automatically renewed on January 1 of each year unless either party provides written notice to the other of its intention not to renew this Agreement not less than ninety (90) days prior to the expiration of the then-current one-year period. The Initial Term will be automatically extended for five subsequent additional one-year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. Together with the services described in the RFP and CONTRACTOR'S response thereto, CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste within its boundaries from the point of pickup to the CUSTOMER owned transfer station located in the city limits of Stockbridge or, with CUSTOMER approval a solid waste disposal site in CONTRACTOR'S discretion, which

facility that has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services"). In the event of any inconsistency between this Agreement, the RFP and CONTRACTOR's response to the RFP, this Agreement will govern, followed by CONTRACTOR's response to the RFP, followed by the RFP.

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 gallon cart to be serviced on a scheduled basis as described on Exhibit A. Homes that generate more than the cart can hold shall be encouraged by CUSTOMER's Code Enforcement Department to add a recycling cart or a second garbage cart. Bags placed outside of the cart will be collected at "No Charge" but will also be reported to CUSTOMER. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided with a 65 gallon cart to be serviced on a scheduled basis as described on Exhibit A. The acceptable materials to be placed in the cart are subject to Section 3 below. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.

c) Residential Curbside Bulk Collection. Each home will receive bulky item collection service on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. A maximum of three items may be placed at the curb for each service. All appliances must have Freon removed by a certified technician prior to collection.

d) Residential Curbside Yard Waste Collection - Subject to Section 3 below, service will be provided on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. Each pick up will be limited to 4 cubic yards, approximately the size of a standard pick-up truck bed, or a pile 4ft. high x 4ft. deep x 4ft. wide. Leaves and grass clippings must be bagged. Limbs and branches shall not exceed 4ft. in length.

e) Residential Backdoor Garbage Collection - Any Qualified Disabled Resident (QDR) who is unable to roll the cart to the curbside, with no other able bodied resident in their home, may receive back or side door service. The QDR must register at City Hall to be considered. The total number of QDR service locations may not exceed 3% of the total number of homes serviced.

f) Non-Standard Services - Residents may contract directly with CONTRACTOR for additional services including extra containers or frequency of pick-up as set forth on Exhibit B (the "Non-Standard Services"). Rates for Non-Standard Services are described on Exhibit B and residents requesting Non-Standard Services will be invoiced directly by CONTRACTOR in such amounts on a monthly basis. CONTRACTOR will reimburse CUSTOMER for the disposal costs associated with Non-Standard Services in the manner set forth on Exhibit B.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid

Waste, and only such Acceptable Solid Waste as is disposed of in a 96-gallon CONTRACTOR-provided roll-out cart.

- b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste, commercial solid waste, industrial solid waste, and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- c) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- d) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All leaves and grass clippings must be containerized in a bag or box. Limbs and prunings shall be piled in an area at the curb that is no greater than 4 feet high x 4 feet wide x 4 feet deep. Limbs and branches shall not exceed 8 inches in diameter and 4 feet in length.
- e) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2) such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, junk mail, magazines and cardboard. This list of materials may be modified as recycling capabilities and markets change. Glass is not acceptable.
- f) For the purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- g) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

h) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance this Agreement, including backup equipment. All equipment shall be maintained by CONTRACTOR in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day and Memorial Day. Any other holidays will be mutually agreed upon between CONTRACTOR and CUSTOMER. In the event that CUSTOMER service days fall on a designated holiday, service will be provided the following day and each day following will be one day behind.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit B incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). The Service Fee does not include payment for any Non-Standard Services. Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units which CONTRACTOR will provide Services is

estimated as of the date of this Agreement to be 7,500 provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced.

8. Adjustments:

a) The Service Fee will be increased annually every May 1st beginning on May 1, 2017 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Annual increases may not exceed 5% of the then current rate.

b) The Service Fee may be adjusted more often than annually, upon CUSTOMER approval, if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as fuel cost, landfill fees and governmental regulations.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Public Works Director or his designee. CUSTOMER will direct all interaction related to this Agreement to the Facility Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. Residents will contact CONTRACTOR directly for all service requests or issue resolution. Residents will contact CUSTOMER for all billing inquiries and to start or terminate service. With respect to Non-Standard Services, all contact will be directly between CONTRACTOR and the resident.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Reporting and Technology: CONTRACTOR will provide an internet based technology to provide service information to residents and service request capabilities to CUSTOMER. Upon request CONTRACTOR will provide reports on service communications and material volumes collected. In addition, if requested by CUSTOMER, CONTRACTOR will notify the

residents by phone with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services.

14. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages. The terms and conditions of this Section 14 will in no way impact the termination provisions described in Section 1 related to the multi-year contractual provisions of O.C.G.A. 36-60-13.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

18. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City as outlined below:

Coverage

Workers Compensation

Minimum Limits of Liability

Statutory

Employer Liability	\$1,000,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence
	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

19. Reserved.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries
3351 North Henry Blvd
Stockbridge, GA 30281
Attn: Facility Manager
Telephone No.: (770) 305-8300

If to CUSTOMER, to:

City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281
Attn: Public Works Director
Telephone No.: (770) 389-7900

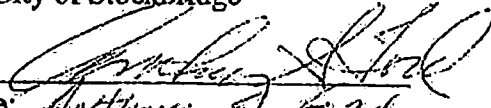
21. Entire Agreement. This Agreement, together with the RFP and the CONTRACTORS' Proposal Submission, constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein. Any language in the Agreement, that is not consistent with the Request for Proposal PS-15-04 or the CONTRACTORS Proposal Submission, shall take precedent as a negotiated modification that is acceptable to both parties.

22. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

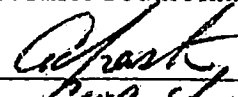
[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the City of Stockbridge and Waste Industries South Atlanta, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Stockbridge

By: 
Name: Anthony A. Ford
Title: Mayor Pro Tem

Waste Industries South Atlanta, LLC

By: 
Name: Linda Foreman
Title: C.O.O.

RESOLUTION R16-686

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH WASTE INDUSTRIES USA, INC. FOR THE PROVISION OF SOLID WASTE SERVICES; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

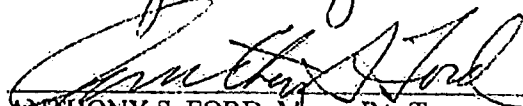
WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of solid waste services with Waste Industries USA, Inc.

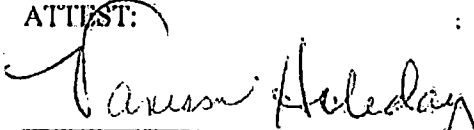
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract for solid waste services with Waste Industries USA, Inc., attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 11th day of January 2016.


ANTHONY S. FORD, Mayor Pro Tem

ATTEST:


VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-519

A RESOLUTION TO AUTHORIZE RENEWAL OF REQUEST FOR PROPOSAL (RFP) FOR SANITATION COLLECTIONS SERVICES; RESOLUTION AUTHORIZING AMENDING ALL RESOLUTIONS; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the City proposes to authorize the use of the state-wide contract for the acquisition of certain services;

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

SECTION 1. Approval of Bidder. The use of the state-wide contract (State of Georgia Contract Number 201508-02, Sanitation Collections Services Contract Renewal with GFL (formerly Waste Industries) in the amount \$1,100,000.00 as presented to the City Council on May 25, 2021 is hereby approved by the City Council. This contract is renewable every year in December. However, the bidder is advised that all yearly contracts per municipal resolution must be submitted for renewal 120 days before their expiration. This contract will expire December 31, 2023 and is attached here as Exhibit A.

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

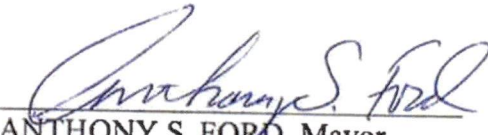
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

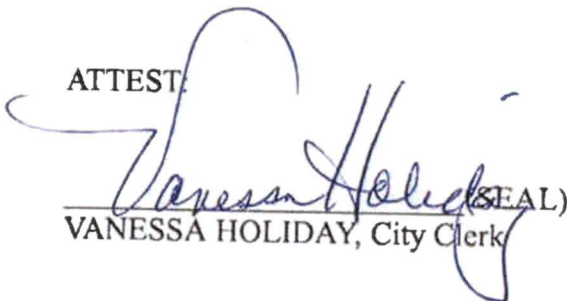
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of December, 2022.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON WASHINGTON, ESQ., City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-1440

A RESOLUTION TO APPROVE REQUEST FOR PROPOSAL (RFP)
NO. 201508-02, SANITATION COLLECTION SERVICES
CONTRACT RENEWAL

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

WHEREAS, The Public Works Department is requesting City Council's approval to renew the term contract for Request For Proposal (RFP) No. 201508-92, Sanitation Collection Services, between GFL Environmental, LLC, and City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions to the Agreement

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

SECTION 1. Approval of Request. The Council hereby approves the Request for Proposal (RFP) No. 201508-92, Sanitation Collection Services contract renewal for a period of one (1) year with GFL Environmental, LLC, formerly known as Waste Industries South Atlanta, LLC in the amount of \$1,300,000.00 from Public Works Sanitation Budget. The supporting documentation is attached as Exhibit A.

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

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

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

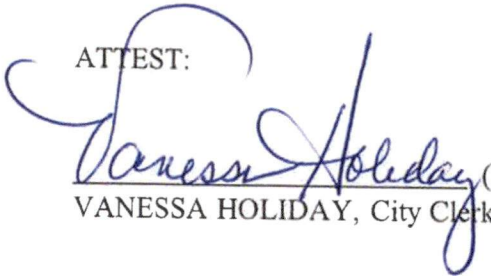
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

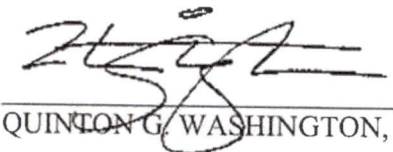
SO RESOLVED this 29th day of March, 2022.


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON G. WASHINGTON, ESQ., City Attorney

RESOLUTION R16-686

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH WASTE INDUSTRIES USA, INC. FOR THE PROVISION OF SOLID WASTE SERVICES; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

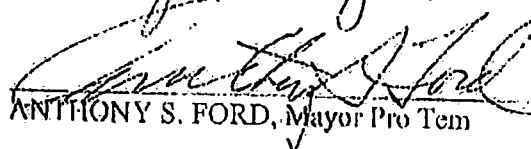
WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of solid waste services with Waste Industries USA, Inc.

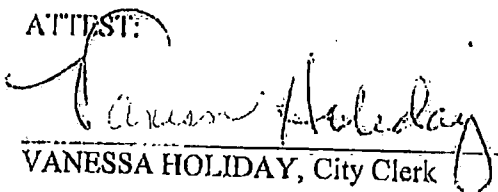
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract for solid waste services with Waste Industries USA, Inc., attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

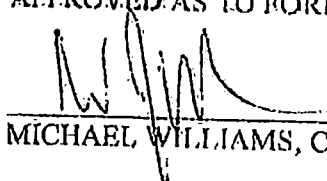
SO BE IT RESOLVED this 11th day of January 2016.


ANTHONY S. FORD, Mayor Pro Tem

ATTEST:


VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM: _____


MICHAEL WILLIAMS, City Attorney

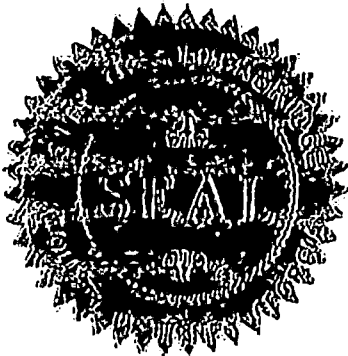




EXHIBIT A
CONTRACT

AG 16-3410

**Solid Waste Collection
Transportation and Disposal Agreement**

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the 11 day of April 2016, by and between the City of Stockbridge, hereinafter referred to as "CUSTOMER", and Waste Industries South Atlanta, LLC, a Georgia limited liability company, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER issued a Request for Proposals for Sanitation Collection Services, a copy of which is attached as Exhibit A (the "RFP"); and

WHEREAS, CONTRACTOR was awarded the work under the RFP; and

WHEREAS, as a result thereof, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Henry and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of five years and eight months beginning May 1, 2016 and ending December 31, 2021 (the "Initial Term") provided that, consistent with the multi-year contractual provisions of O.C.G.A 36-60-13, this Agreement shall be automatically renewed on January 1 of each year unless either party provides written notice to the other of its intention not to renew this Agreement not less than ninety (90) days prior to the expiration of the then-current one-year period. The Initial Term will be automatically extended for five subsequent additional one-year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. Together with the services described in the RFP and CONTRACTOR'S response thereto, CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste within its boundaries from the point of pickup to the CUSTOMER owned transfer station located in the city limits of Stockbridge or, with CUSTOMER approval a solid waste disposal site in CONTRACTOR'S discretion, which

facility that has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services"). In the event of any inconsistency between this Agreement, the RFP and CONTRACTOR's response to the RFP, this Agreement will govern, followed by CONTRACTOR's response to the RFP, followed by the RFP.

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 gallon cart to be serviced on a scheduled basis as described on Exhibit A. Homes that generate more than the cart can hold shall be encouraged by CUSTOMER's Code Enforcement Department to add a recycling cart or a second garbage cart. Bags placed outside of the cart will be collected at "No Charge" but will also be reported to CUSTOMER. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided with a 65 gallon cart to be serviced on a scheduled basis as described on Exhibit A. The acceptable materials to be placed in the cart are subject to Section 3 below. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.

c) Residential Curbside Bulk Collection. Each home will receive bulky item collection service on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. A maximum of three items may be placed at the curb for each service. All appliances must have Freon removed by a certified technician prior to collection.

d) Residential Curbside Yard Waste Collection - Subject to Section 3 below, service will be provided on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. Each pick up will be limited to 4 cubic yards, approximately the size of a standard pick-up truck bed, or a pile 4ft. high x 4ft. deep x 4ft. wide. Leaves and grass clippings must be bagged. Limbs and branches shall not exceed 4ft. in length.

e) Residential Backdoor Garbage Collection - Any Qualified Disabled Resident (QDR) who is unable to roll the cart to the curbside, with no other able bodied resident in their home, may receive back or side door service. The QDR must register at City Hall to be considered. The total number of QDR service locations may not exceed 3% of the total number of homes serviced.

f) Non-Standard Services - Residents may contract directly with CONTRACTOR for additional services including extra containers or frequency of pick-up as set forth on Exhibit B (the "Non-Standard Services"). Rates for Non-Standard Services are described on Exhibit B and residents requesting Non-Standard Services will be invoiced directly by CONTRACTOR in such amounts on a monthly basis. CONTRACTOR will reimburse CUSTOMER for the disposal costs associated with Non-Standard Services in the manner set forth on Exhibit B.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid

Waste, and only such Acceptable Solid Waste as is disposed of in a 96-gallon CONTRACTOR-provided roll-out cart.

- b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste, commercial solid waste, industrial solid waste, and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- c) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- d) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All leaves and grass clippings must be containerized in a bag or box. Limbs and prunings shall be piled in an area at the curb that is no greater than 4 feet high x 4 feet wide x 4 feet deep. Limbs and branches shall not exceed 8 inches in diameter and 4 feet in length.
- e) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2) such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, junk mail, magazines and cardboard. This list of materials may be modified as recycling capabilities and markets change. Glass is not acceptable.
- f) For the purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- g) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

h) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance this Agreement, including backup equipment. All equipment shall be maintained by CONTRACTOR in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day and Memorial Day. Any other holidays will be mutually agreed upon between CONTRACTOR and CUSTOMER. In the event that CUSTOMER service days fall on a designated holiday, service will be provided the following day and each day following will be one day behind.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit B incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). The Service Fee does not include payment for any Non-Standard Services. Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units which CONTRACTOR will provide Services is

estimated as of the date of this Agreement to be 7,500 provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced.

8. Adjustments:

a) The Service Fee will be increased annually every May 1st beginning on May 1, 2017 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Annual increases may not exceed 5% of the then current rate.

b) ~~The Service Fee may be adjusted more often than annually, upon CUSTOMER approval, if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as fuel cost, landfill fees and governmental regulations.~~

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Public Works Director or his designee. CUSTOMER will direct all interaction related to this Agreement to the Facility Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. Residents will contact CONTRACTOR directly for all service requests or issue resolution. Residents will contact CUSTOMER for all billing inquiries and to start or terminate service. With respect to Non-Standard Services, all contact will be directly between CONTRACTOR and the resident.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Reporting and Technology: CONTRACTOR will provide an internet based technology to provide service information to residents and service request capabilities to CUSTOMER. Upon request CONTRACTOR will provide reports on service communications and material volumes collected. In addition, if requested by CUSTOMER, CONTRACTOR will notify the

residents by phone with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services.

14. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages. The terms and conditions of this Section 14 will in no way impact the termination provisions described in Section 1 related to the multi-year contractual provisions of O.C.G.A. 36-60-13.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

18. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City as outlined below:

Coverage
Workers Compensation

Minimum Limits of Liability
Statutory

Employer Liability	\$1,000,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence
	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

19. Reserved.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries
3351 North Henry Blvd
Stockbridge, GA 30281
Attn: Facility Manager
Telephone No.: (770) 305-8300

If to CUSTOMER, to:

City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281
Attn: Public Works Director
Telephone No.: (770) 389-7900

21. Entire Agreement. This Agreement, together with the RFP and the CONTRACTORS' Proposal Submission, constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein. Any language in the Agreement, that is not consistent with the Request for Proposal PS-15-04 or the CONTRACTORS Proposal Submission, shall take precedent as a negotiated modification that is acceptable to both parties.

22. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the City of Stockbridge and Waste Industries South Atlanta, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Stockbridge

By: [Signature]
Name: Anthony J. [unclear]
Title: Mayor Pro Tem

Waste Industries South Atlanta, LLC

By: [Signature]
Name: Greg Forester
Title: C.O.O.



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: **Decius Aaron**

DEPARTMENT: **Public Works**

ITEM/PROJECT/EVENT:

Fourth Renewal Option for Contract No.201508-02, Sanitation Collection Services with Waste Industries South Atlanta, LLC/GFL. The funding source is the Sanitation budget. The Tax Commissioner billed \$2,680,392.00 for sanitation fees for FY2025. The collection costs budgeted for GFL in FY2025 is \$1,800,000.00 and the amount budgeted for disposal costs is \$1,200,000.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval of the fourth (4th) option year renewal of the Sanitation Collection Services with Waste Industries South Atlanta, LLC/GFL.

The initial term of this contractual agreement is for five (5) years and eight months, beginning May 1, 2016, and ends December 31, 2021. The initial term will be automatically extended for five subsequent additional one-year periods.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

The Public Works Department is requesting the City Council's approval to exercise the fourth option renewal for sanitation collection with GFL.

The budget amount for the fourth option year is \$1,800,000.00.

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

Fiscal Impact:

Funds will be provided from account number: 540-45200-523991

Attachments:

Contract Renewal Evaluation Form
Contract

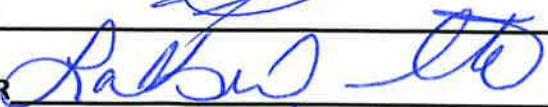
APPROVALS:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

PROCUREMENT _____



☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

\$1,800,000.00

ATTACHMENTS:





City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

EAST ATLANTA ROAD AND LEE STREET ROADWAY IMPROVEMENTS

BACKGROUND INFORMATION:

Change Order No. 3 with Summit Construction for the additional work included in the supplemental plan set Lee Street improvements and all related infrastructure and pedestrian improvements to Bryant Street and along the amphitheater entrance road.

SIGNATURES:

CITY TREASURER

CITY MANAGER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$145,583.97

ATTACHMENTS:

Background

On **July 27, 2021**, Council approved the award of a fixed contract to the lowest responsive, responsible bidder, Summit Construction and Development, LLC, for the City of Stockbridge East Atlanta Road/ Lee Street Roadway Improvements, in the total amount of **\$2,644,451.02**.

Notice to Proceed for East Atlanta Road/ Lee Street project was issued to Summit Construction and Development, LLC, on **November 1, 2021** even though the necessary easements had not been obtained and conflicting utilities relocated.

Change Orders

Change Order No. 1 **\$292,181.85**

On **April 11, 2022**, Council approved Change Order No.1 for the East Atlanta Road/ Lee Street improvement project 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**.

Change Order No. 2 **\$801,554.00**

On **September 27, 2022**, Council approved Change Order No. 2 from Summit Construction for parking improvements on North Lee Street approved in the amount of **\$801,554.00**. Project consists of two (2) parking lots that will add ninety-one (91) parking spaces, two (2) detention ponds with related infrastructure, sidewalk improvements to Bryant Street, and a new walkway on the north side of the Amphitheater entrance road.

Change Order No. 3 **\$145,583.97**

Additional work included in the supplemental plan set Lee Street improvements and all related infrastructure and pedestrian improvements to Bryant Street and along the amphitheater entrance road.

Summit Construction & Development, LLC
East Atlanta Road and Lee Street Roadway Improvements

Purchase Order No: FY2021 38715
 FY2022 38715-R1
 FY2023 38715-R2
 FY2024 38715-R3

Account Number: 347-42200-541480
 Contract Amount: \$ **2,644,451.02** Original Contract Amount - Resolution R21-1320
 \$ **292,181.85** Change Order No.1 - Resolution R22-1443
 \$ **750,007.81** Change Order No.2 - Resolution R22-1483
 \$ **145,583.97** Change Order No.3
 \$ **3,832,224.65** **Total Contract Amount**
 \$ **3,348,169.35** **Billed to Date**

Invoice Date	Invoice #	Invoice Amount	Budget Remaining	Retainage Amount
12/2/2021	Pay App #1	\$ 88,589.10	\$ 3,743,635.55	\$ 9,843.23
1/6/2022	Pay App #2	\$ 67,964.22	\$ 3,675,671.33	\$ 7,551.58
2/14/2022	Pay App #3	\$ 61,926.82	\$ 3,613,744.51	\$ 6,880.76
3/10/2022	Pay App #4	\$ 94,078.55	\$ 3,519,665.96	\$ 10,453.17
6/3/2022	Pay App #5	\$ 79,487.83	\$ 3,440,178.13	\$ 8,831.98
6/3/2022	Pay App #6	\$ 64,163.46	\$ 3,376,014.67	\$ 7,129.28
6/8/2022	Pay App #7	\$ 64,152.74	\$ 3,311,861.93	\$ 7,128.08
9/2/2022	Pay App #8	\$ 39,740.72	\$ 3,272,121.21	\$ 4,415.63
1/11/2023	Pay App #9	\$ 188,731.01	\$ 3,083,390.20	\$ 20,970.12
1/11/2023	Pay App #10	\$ 232,540.88	\$ 2,850,849.32	\$ 25,837.87
3/21/2023	Pay App#11	\$ 172,463.79	\$ 2,678,385.53	\$ 19,162.65
3/21/2023	Pay App#12	\$ 88,225.24	\$ 2,590,160.29	\$ 9,802.80
5/2/2023	Pay App #13	\$ 107,968.24	\$ 2,482,192.05	\$ 11,996.47
5/10/2023	Pay App #14	\$ 405,465.19	\$ 2,076,726.86	\$ 34,328.41
7/13/2023	Pay App #15	\$ 140,466.33	\$ 1,936,260.53	
9/27/2023	Pay App #16	\$ 53,851.19	\$ 1,882,409.34	
12/11/2023	Pay App #17	\$ 123,713.01	\$ 1,758,696.33	
2/5/2024	Pay App #18	\$ 53,252.06	\$ 1,705,444.27	
2/13/2024	Pay App #19	\$ 426,182.80	\$ 1,279,261.47	
4/2/2024	Pay App #20	\$ 291,369.57	\$ 987,891.90	
4/25/2024	Pay App#21	\$ 503,836.60	\$ 484,055.30	
		\$ 3,348,169.35		\$ 184,332.03



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

CHANGE ORDER
NO. 3

Date of Issuance: October 11, 2022

Effective Date: October 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: Addition of work included in supplemental plan set "Lee Street Improvements" that includes the addition of 91-parking spaces on N. Lee Street and all related infrastructure and pedestrian improvements to Bryant Street and along the Amphitheater Entrance Roadway.

Attachments (list documents supporting change):

Summit Construction & Development, LLC's proposal for the referenced work and a copy of the Cover Sheet for plans utilized for the additional work required by this Change Order

HANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,644,451.02

Original Contract Times: 240 Calendar days

Substantial completion days: 210 Calendar days

Ready for final payment days: 240 Calendar days

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

\$ 1,042,189.66

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

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$ 3,686,640.68

Contract Times prior to this Change Order:

Substantial completion date: **July 29, 2022**

Ready for final payment date: **August 28, 2022**

INCREASE of this Change Order:

\$ 145,583.97

Additional Contract Time Change for this Change Order:

Substantial completion (days or date): **March 26, 2023**

Ready for final payment (days or date): **April 25, 2023**

Contract Price incorporating this Change Order:

\$ 3,832,224.65

Contract Times with all approved Change Orders:

Substantial completion (days or date): **March 26, 2023**

Ready for final payment (days or date): **April 25, 2023**

RECOMMENDED:

By: 
GLENN ATHEARN - SENIOR PROJECT MANAGER
Falcon Design Consultants, LLC

Date: JULY 25, 2024

ACCEPTED:

By: _____
City of Stockbridge, GA

Date: _____

ACCEPTED:

By: 
Isaac Amanfo
Summit Construction & Development, LLC

Date: 7/25/24

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.

CONTINUATION SHEET

AIA DOCUMENT G703

TO OWNER: City of Stockbridge City Hall
4640 North Henry Blvd
Stockbridge, GA 30281

PROJECT: East Atlanta & Lee St. Roadway Improvement
4562 North Henry Blvd.
Stockbridge, GA 30281

APPLICATION NO: Final CO'S
INVOICE: 2140-CO
PROJECT NUMBER: 2140
APPLICATION DATE: 7/16/2024
PERIOD TO: 7/1/2024

Distribution to:

	OWNER
	ARCHITECT
X	CONTRACTOR

FROM CONTRACT: Summit Construction & Development, LLC
2108 Bentley Drive
Stone Mountain GA 30087

VIA ARCHITECT:

A	B	C	D	E	C	D		E		F	G		H	I	J
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE		% COMPLETED	BALANCE TO FINISH	RETAINAGE
						FROM PREVIOUS APPLICATIONS		THIS APPLICATION							
						QTY	AMOUNT	QTY	AMOUNT		QTY	AMOUNT			
1	Blockwall	SF	265	\$95.00	\$25,175.00		\$0.00	265	\$25,175.00	\$0.00	265	\$25,175.00	100.0%	\$0.00	\$2,517.50
1	Handrail Church	LS	1	\$3,000.00	\$3,000.00		\$0.00	1.00	\$3,000.00		1	\$3,000.00	100.0%	\$0.00	\$300.00
1	Decorative Fence	LF	70	\$205.00	\$14,350.00		\$0.00	70.00	\$14,350.00		70	\$14,350.00	100.0%	\$0.00	\$1,435.00
2	Septic Tank Removal	LS	1	\$4,000.00	\$4,000.00		\$0.00	1.00	\$4,000.00		1	\$4,000.00	100.0%	\$0.00	\$400.00
3	Sidewalk Changes	LS	1	\$73,282.56	\$73,282.56		\$0.00	1.00	\$73,282.56		1	\$73,282.56	100.0%	\$0.00	\$7,328.26
4	Cost Escalation	LS	1	\$108,268.83	\$108,268.83		\$0.00	1.00	\$108,268.83		1	\$108,268.83	100.0%	\$0.00	\$10,826.88
5	Light Pole Removal	EA	7	\$700.00	\$4,900.00		\$0.00	7.00	\$4,900.00		7	\$4,900.00	100.0%	\$0.00	\$490.00
6	Speed Hump	EA	2	\$3,250.00	\$6,500.00		\$0.00	2.00	\$6,500.00		2	\$6,500.00	100.0%	\$0.00	\$650.00
7	Turnup Wall	CY	41	\$850.00	\$34,850.00		\$0.00	41.00	\$34,850.00		41	\$34,850.00	100.0%	\$0.00	\$3,485.00
8	Water Main Repair Spring St	LS	1	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00		1	\$6,500.00	100.0%	\$0.00	\$650.00
					\$0.00		\$0.00		\$0.00		0	\$0.00	0.0%	\$0.00	\$0.00
	SUB-TOTAL				\$280,826.39		\$0.00		\$280,826.39	\$0.00		\$280,826.39	0%	\$0.00	\$28,082.64
NO.	CHANGE ORDERS				\$0.00		\$0.00		\$0.00		0.00	\$0.00	0%	\$0.00	\$0.00
	TOTAL CHANGE ORDER				\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$0.00	\$0.00
	GRAND TOTALS				\$280,826.39		\$0.00		\$280,826.39	\$0.00		\$280,826.39	0%	\$0.00	\$28,082.64

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-1443

A RESOLUTION FOR EAST ATLANTA ROAD/LEE STREET
ROADWAY IMPROVEMENTS PROJECT ORDER NO. 1

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

WHEREAS, 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 contract value to \$2,936,632.87;

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

SECTION 1. Approval of Request. The Council hereby approves the East Atlanta Road/ Lee Street Roadway Improvements Project Change Order No.1 for the modification with Summit Construction Development of the traffic signals and the use of the alternate bid pricing for "StreetPrint" crosswalks in the amount of \$292,181.85 of SPLOST funds. The supporting documentation is attached as Exhibit A.

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

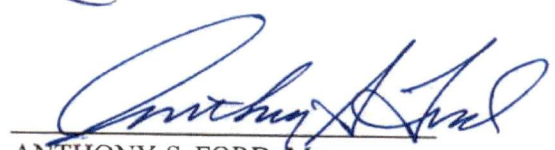
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

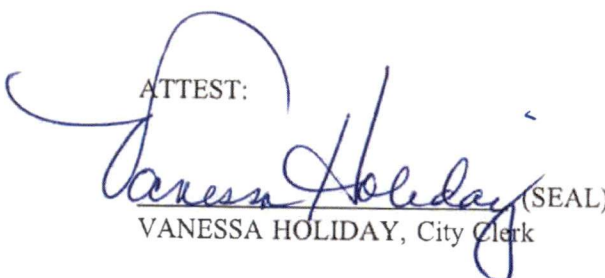
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

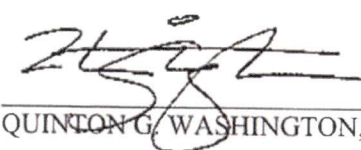
SO RESOLVED this 14th day of April, 2022.


ANTHONY S. FORD, Mayor

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON G. WASHINGTON, ESQ., City Attorney



**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: 4/19/2022

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	46	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 ATLANTA 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 Plus - 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

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: _____

[Signature]

Signed By: _____

Isaac Amanfo

Isaac Amanfo

Chief Operating Officer

Summit Construction and Development, LLC

Date 02/01/2022

Accepted By: _____

Anthony S. Ford Mayor

Owner: _____

CITY OF STOCK BRIDGE

Date _____

4/19/2022

Original			
Traffic Signal 1			
Contract Item	Unit	Total \$/Unit	Total \$
616-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	55.50	\$ 80.94	\$ 4,492.17
619-1004 STEEL STRAIN POLE, TP IV, W/ 50 FT MAST ARM EA	1	\$ 28,894.47	\$ 28,894.47
619-1004 STEEL STRAIN POLE, TP IV, W/ 50 FT MAST ARM EA	1	\$ 29,847.12	\$ 29,847.12
647-1002 TRAFFIC SIGNAL INSTALLATION NO. 1 LS	1	\$ 52,790.57	\$ 52,790.57
682-9950 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	\$ -
917-6050 INT VIDEO CTS SYS ASSEMBLY, TP A EA	3	\$ 5,400.29	\$ 16,440.87
			\$ 136,238.20

Traffic Signal 2

Contract Item	Unit	Total \$/Unit	Total \$
616-1041 HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 SF	51	\$ 80.94	\$ 4,127.94
619-1004 STEEL STRAIN POLE, TP IV, W/ 45 FT & 55 FT MAST ARMS EA	1	\$ 44,730.64	\$ 44,730.64
619-1004 STEEL STRAIN POLE, TP IV, W/ 55 FT & 60 FT MAST ARMS EA	1	\$ 48,577.32	\$ 48,577.32
647-1002 TRAFFIC SIGNAL INSTALLATION NO. 2 LS	1	\$ 96,877.17	\$ 96,877.17
682-9950 CONDUIT, NONMETL, TP 3, 2 IN LF	1,000	\$ 13.23	\$ 13,230.00
682-9950 DIRECTIONAL BORE, 3 IN LF	300	\$ 10.64	\$ 3,192.00
682-9950 DIRECTIONAL BORE, 5 IN LF	80	\$ 11.27	\$ 901.60
682-9950 DIRECTIONAL BORE, 7 IN LF	100	\$ 11.33	\$ 1,132.00
Traffic Signal			\$ 214,003.97

Original	\$ 351,012.17
	\$ (15,042.17)

Summit - Original Bid Price \$ 336,000.00

Per Revision			
Contract Item	Unit	Total \$/Unit	Total \$
616-1041 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
STEEL STRAIN POLE, TP IV, W/ 55 FT MAST ARM EA	1,000	\$ 31,772.36	\$ 31,772.36
STEEL STRAIN POLE, TP IV, W/ 50 FT MAST ARM EA	1,000	\$ 29,801.47	\$ 29,801.47
STEEL STRAIN POLE, TP IV, W/ 60 FT MAST ARM EA	2,000	\$ 16,583.94	\$ 33,167.88
TRAFFIC SIGNAL INSTALLATION NO. 1 LS	1,000	\$ 84,957.19	\$ 84,957.19
CONDUIT, NONMETL, TP 3, 2 IN LF	705,000	\$ 13.24	\$ 9,334.20
682-9950 DIRECTIONAL BORE, 5 IN LF	0	\$ 11.27	\$ -
DIRECTIONAL BORE, 7 IN LF	235,000	\$ 11.33	\$ 2,661.55
INT VIDEO CTS SYS ASSEMBLY, TP A EA	5,000	\$ 5,407.14	\$ 27,035.70
			\$ 284,218.80

151,980.60

Contract Item	Unit	Total \$/Unit	Total \$
616-1041 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
STEEL STRAIN POLE, TP IV, W/ 45 FT & 55 FT EA (BLACK POWDER COATED)	1,000	\$ 41,345.92	\$ 41,345.92
STEEL STRAIN POLE, TP IV, W/ 55 FT & 60 FT (BLACK POWDER COATED)	1,000	\$ 32,474.94	\$ 32,474.94
TRAFFIC SIGNAL INSTALLATION NO. 2 LS	1,000	\$ 97,265.53	\$ 97,265.53
CONDUIT, NONMETL, TP 3, 2 IN LF	1,030	\$ 13.24	\$ 13,637.20
682-9950 DIRECTIONAL BORE, 3 IN LF	390,000	\$ 10.65	\$ 4,153.50
682-9950 DIRECTIONAL BORE, 5 IN LF	0	\$ 11.27	\$ -
DIRECTIONAL BORE, 7 IN LF	240,000	\$ 11.33	\$ 2,719.20
Traffic Signal 2			\$ 240,649.83

25,845.66

Per Latest Revision	Total	\$ 528,868.43	\$ 177,826.26	\$ 132,868.43	Total Increase in Subcontractor Pricing
				\$ 9,643.42	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	\$ 589,894.52				
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.

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-1483

**A RESOLUTION TO AUTHORIZE A CHANGE ORDER FOR SUMMIT
CONSTRUCTION FOR IMPROVEMENTS ON NORTH LEE STREET**

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

WHEREAS, it is proposed that a change order for the Summit Construction in a revised amount of \$750,007.81 instead of \$801, 554.00 to be authorized for the improvements to North Lee Street;

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

SECTION 1. Approval of Purchase. The City of Stockbridge hereby approved Change Order Estimate 22-110-1 for Summit Construction in the amount of \$750,007.81 All actions of the City staff, Mayor and Council taken in contemplation of this resolution are hereby approved. See attached Exhibit "A."

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

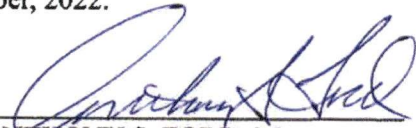
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

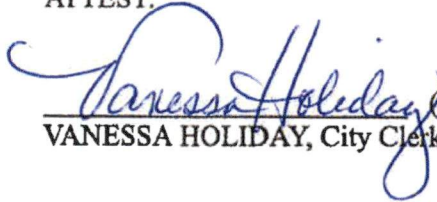
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this day of 10th day of October, 2022.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

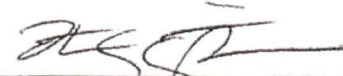

Quinton G. Washington, City Attorney

EXHIBIT "A"
CHANGE ORDER



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

**CHANGE ORDER
NO. 2**

Date of Issuance: October 11, 2022

Effective Date: October 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: Addition of work included in supplemental plan set "Lee Street Improvements" that includes the addition of 91-parking spaces on N. Lee Street and all related infrastructure and pedestrian improvements to Bryant Street and along the Amphitheater Entrance Roadway.

Attachments (list documents supporting change):

Summit Construction & Development, LLC's proposal for the referenced work and a copy of the Cover Sheet for plans utilized for the additional work required by this Change Order

HANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,644,451.02

Original Contract Times: 240 Calendar days

Substantial completion days: 210 Calendar days

Ready for final payment days: 240 Calendar days

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

\$ 292,181.85

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

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$ 2,936,632.87

Contract Times prior to this Change Order:

Substantial completion date: **July 29, 2022**

Ready for final payment date: **August 28, 2022**

INCREASE of this Change Order:

\$ 750,007.81

Additional Contract Time Change for this Change Order:

Substantial completion (days or date): **March 26, 2023**

Ready for final payment (days or date): **April 25, 2023**

Contract Price incorporating this Change Order:

\$ 3,686,640.68

Contract Times with all approved Change Orders:

Substantial completion (days or date): **March 26, 2023**

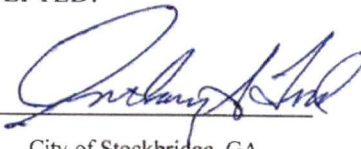
Ready for final payment (days or date): **April 25, 2023**

RECOMMENDED:

By: 
Falcon Design Consultants, LLC

Date: October 11, 2022

ACCEPTED:

By: 
City of Stockbridge, GA

Date: October 11, 2022

ACCEPTED:

By: 
Summit Construction & Development, LLC

Date: October 11, 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.



Estimate 22-110-1

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

PROPOSAL

Project: Parking Improvements North Lee Street
Location: Stockbridge GA

Date: 10/5/2022

To (Company): City of Stockbridge / Falcon Design Consultants
Phone: 770-560-6992
Email: slayton@fdc-llc.com

Attention: Skip Layton
Falcon Design Consultants

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL	LS	1	\$ 17,900.00	\$ 17,900.00
210-0100	GRADING COMPLETE -	LS	1	\$ 287,402.96	\$ 287,402.96
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1069	\$ 42.00	\$ 44,898.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	667	\$ 160.00	\$ 106,720.00
413-0750	TACK COAT	GL	983	\$ 3.50	\$ 3,440.50
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	538	\$ 15.00	\$ 8,070.00
441-0104	CONC SIDEWALK, 4 IN	SY	1093	\$ 54.00	\$ 59,022.00
999-5200	DETECTABLE WARNING SURFACE	SF	202	\$ 30.00	\$ 6,060.00
441-6216	CONC CURB & GUTTER, 6" X 24", TP 2	LF	2198	\$ 25.00	\$ 54,950.00
	CONCRETE FLUME	LF	50	\$ 45.00	\$ 2,250.00
636-1033	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 9	SF	27	\$ 36.00	\$ 972.00
636-2070	GALV STEEL POSTS TP 7	LF	36	\$ 15.00	\$ 540.00
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	2345	\$ 2.00	\$ 4,690.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	507	\$ 2.00	\$ 1,014.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	33	\$ 12.50	\$ 412.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	354	\$ 4.50	\$ 1,593.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	50	\$ 68.00	\$ 3,400.00
	HEADWALL, 18 IN	EA	2	\$ 2,500.00	\$ 5,000.00
	OCS - 4'	EA	2	\$ 18,500.00	\$ 37,000.00
	FOREBAY CLEANOUT MARKER POST	EA	2	\$ 2,250.00	\$ 4,500.00
161-1000	EROSION CONTROL	LS	1	\$ 47,937.50	\$ 47,937.50
700-9000	SOD	SY	1811	\$ 11.85	\$ 21,460.35
	TILIA AMERICANA 2" CAL	EA	17	\$ 650.00	\$ 11,050.00
	DECORATIVE FENCE	LF	51	\$ 150.00	\$ 7,650.00
	MODULAR RETAINING WALL per detail sheet 11.1	SF	161	\$ 75.00	\$ 12,075.00
	Note: The existing retaining walls in the Amphitheater do not match with the modular block wall indicated on the plans. The delivery time of the blocks is 15 to 20 weeks.	AGREED TO MODULAR BLOCK RETAINING WALL WITH CITY STAFF DUE TO LOCATION, DESIGN REQUIREMENTS AND COST			
	Total				\$ 750,007.81

ORIGINAL PROPOSAL AMOUNT \$801,554.00
REVISED PROPOSAL AMOUNT \$750,007.81
TOTAL NEGOTIATED SAVINGS \$ 51,546.19

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.

4. Payment:

Payment is to be made upon completion of work. There will be a 1.5% finance charge added to unpaid invoices after 30 days of the invoice date and completion and 18% per annum on the unpaid balance. Customer will be responsible for any fees, legal or otherwise, incurred in the process of collections of all past due and unpaid invoices.

Exclusions: (This Proposal does NOT include any of the following items)

1. Permit Fees
2. Engineering Services
3. Excavation or Hauling unsuitable soils. Rock excavation, rock breaking or drilling and haul off
4. Any scope of work other than items mentioned in the pricing sheet.

Signed By:

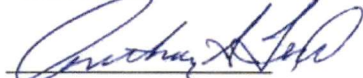


Ruben Duran
President

Summit Construction and Development, LLC

Date 10/5/2022

Accepted By:



Owner:

MAYOR, STOKBREDE

Date:

October 11, 2022

CIVIL DESIGN DRAWINGS FOR LEE STREET IMPROVEMENTS CITY OF STOCKBRIDGE

CITY OFFICIALS

ASSISTANT
CITY MANAGER

CITY COUNCIL
MEMBERS: THOMAS
LAKES, GANTT
JOHN BLOUNT
TOMAS BARBER
L. L. ALEXANDER

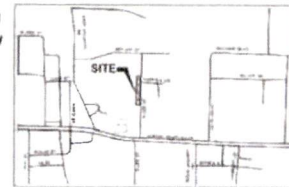
LAND LOT 61, DISTRICT 12
CITY OF STOCKBRIDGE, GEORGIA

OWNER/DEVELOPER:
CITY OF STOCKBRIDGE
4442 N. HENRY BLVD
STOCKBRIDGE, GA 30281
PHONE: (770) 474-1232
WWW.CITYOFSTOCKBRIDGE.GA.GOV

24 HOUR CONTACT:
DECUAR AARON
PHONE: (770) 474-1232

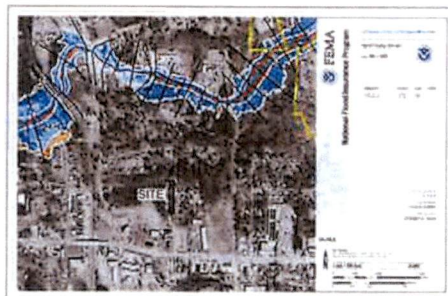
SURVEYOR:
FALCON DESIGN CONSULTANTS, LLC
233 CORPORATE CENTER DR.
SUITE 200
STOCKBRIDGE, GA 30281
PHONE: (770) 389-8888

ENGINEER:
FALCON DESIGN CONSULTANTS, LLC
233 CORPORATE CENTER DR.
SUITE 200
STOCKBRIDGE, GA 30281
PHONE: (770) 389-8888



③ VICINITY MAP
N.T.S.

Sheet Number	Sheet Title
1.0	COVER PAGE
2.0	GENERAL NOTES
2.1	EROSION CONTROL NOTES
2.2	ANDES NOTES
2.3	SEWER OVERSIGHT
3.0	EXISTING CONDITIONS
4.0	OVERALL EXISTING CONDITIONS
4.1	INITIAL PHASE EROSION CONTROL PLAN
5.0	INTERIM PHASE EROSION CONTROL PLAN
5.1	INTERIM PHASE EROSION CONTROL PLAN
6.0	FINAL PHASE EROSION CONTROL PLAN
6.1	FINAL PHASE EROSION CONTROL PLAN
7.0	SITE PLAN
7.1	SITE PLAN
7.2	OVERALL SITE PLAN
8.0	GRADING & DRAINAGE PLAN
8.1	GRADING & DRAINAGE PLAN
8.2	ROADWAY CROSS SECTIONS
9.0	STORMWATER MANAGEMENT FACILITY
9.1	STORMWATER MANAGEMENT FACILITY
10.0	EROSION CONTROL DETAILS
10.1	EROSION CONTROL DETAILS
11.0	CONSTRUCTION DETAILS
11.1	CONSTRUCTION DETAILS
12.0	LANDSCAPE PLAN
12.1	LANDSCAPE PLAN
12.2	LANDSCAPE PLAN DETAILS



FEMA FLOOD MAP
N.T.S.

DEVELOPMENT DATA

1.0 GENERAL NOTES	2.0 EXISTING CONDITIONS
3.0 PROPOSED DEVELOPMENT	4.0 EXISTING UTILITIES
5.0 PROPOSED UTILITIES	6.0 EXISTING TRAFFIC
7.0 PROPOSED TRAFFIC	8.0 EXISTING LANDSCAPE
9.0 PROPOSED LANDSCAPE	10.0 EXISTING BUILDINGS
11.0 PROPOSED BUILDINGS	12.0 EXISTING PARKING
13.0 PROPOSED PARKING	14.0 EXISTING SIGNAGE
15.0 PROPOSED SIGNAGE	16.0 EXISTING FENCES
17.0 PROPOSED FENCES	18.0 EXISTING LIGHTING
19.0 PROPOSED LIGHTING	20.0 EXISTING SECURITY
21.0 PROPOSED SECURITY	22.0 EXISTING ACCESS
23.0 PROPOSED ACCESS	24.0 EXISTING EGRESS
25.0 PROPOSED EGRESS	26.0 EXISTING ENTRANCE
27.0 PROPOSED ENTRANCE	28.0 EXISTING EXITS
29.0 PROPOSED EXITS	30.0 EXISTING STAIRS
31.0 PROPOSED STAIRS	32.0 EXISTING ELEVATORS
33.0 PROPOSED ELEVATORS	34.0 EXISTING ESCALATORS
35.0 PROPOSED ESCALATORS	36.0 EXISTING RAMP
37.0 PROPOSED RAMP	38.0 EXISTING CURB
39.0 PROPOSED CURB	40.0 EXISTING SIDEWALK
41.0 PROPOSED SIDEWALK	42.0 EXISTING BIKEWAY
43.0 PROPOSED BIKEWAY	44.0 EXISTING TRAIL
45.0 PROPOSED TRAIL	46.0 EXISTING PATH
47.0 PROPOSED PATH	48.0 EXISTING DRIVEWAY
49.0 PROPOSED DRIVEWAY	50.0 EXISTING ALLEY
51.0 PROPOSED ALLEY	52.0 EXISTING LOT
53.0 PROPOSED LOT	54.0 EXISTING ZONE
55.0 PROPOSED ZONE	56.0 EXISTING DISTRICT
57.0 PROPOSED DISTRICT	58.0 EXISTING CITY
59.0 PROPOSED CITY	60.0 EXISTING STATE
61.0 PROPOSED STATE	62.0 EXISTING COUNTRY
63.0 PROPOSED COUNTRY	64.0 EXISTING WORLD
65.0 PROPOSED WORLD	66.0 EXISTING UNIVERSE
67.0 PROPOSED UNIVERSE	68.0 EXISTING GOD
69.0 PROPOSED GOD	70.0 EXISTING HEAVEN
71.0 PROPOSED HEAVEN	72.0 EXISTING EARTH
73.0 PROPOSED EARTH	74.0 EXISTING WATER
75.0 PROPOSED WATER	76.0 EXISTING FIRE
77.0 PROPOSED FIRE	78.0 EXISTING AIR
79.0 PROPOSED AIR	80.0 EXISTING SPACE
81.0 PROPOSED SPACE	82.0 EXISTING TIME
83.0 PROPOSED TIME	84.0 EXISTING MATTER
85.0 PROPOSED MATTER	86.0 EXISTING ENERGY
87.0 PROPOSED ENERGY	88.0 EXISTING FORCE
89.0 PROPOSED FORCE	90.0 EXISTING MOTION
91.0 PROPOSED MOTION	92.0 EXISTING CHANGE
93.0 PROPOSED CHANGE	94.0 EXISTING BEING
95.0 PROPOSED BEING	96.0 EXISTING DOING
97.0 PROPOSED DOING	98.0 EXISTING HAVING
99.0 PROPOSED HAVING	100.0 EXISTING KNOWING

FALCON DESIGN CONSULTANTS, LLC

COVER PAGE FOR
LEE STREET IMPROVEMENTS
CITY OF STOCKBRIDGE
LAND LOT 61, DISTRICT 12
CITY OF STOCKBRIDGE, GEORGIA

THOMAS BARBER
Professional Engineer
State of Georgia
No. 12345
Exp. 12/31/2025

1.0



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

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

FUNDING SOURCE

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Vanessa Holiday

DEPARTMENT:

Office of the City Clerk

ITEM/PROJECT/EVENT:

Ordinance to amend Section 5.16.040 to add: D) Owner shall be authorized to sell unused plots to the City of Stockbridge at the original purchase price. Authorize the City Clerk to record the transfer of unused plots from the owner to the City of Stockbridge.

BACKGROUND INFORMATION:

A cemetery plot owner is requesting to sell lots back to the City of Stockbridge as family members have moved out of the area. Currently, there are no plots for sale.

Recommended Action: Authorize the City Clerk to record the transfer of unused plots from owner back to the City of Stockbridge.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$

ATTACHMENTS:



5.16.040 - Lots.

- A. The city clerk record shall keep a record of all lots and an official map or plan of each cemetery, which maps shall be kept on file, open to public inspection, in the office of the city clerk.
- B. Records of Ownership. The city clerk shall keep full and complete records of the ownership of all lot easements in the municipal cemeteries, of the burial capacity of each lot, of the location of each grave, of the names and ages of the persons buried in each grave that has been or shall hereafter be used, and of the date of burial of each.
- C. Sale or Transfer by Owner. Owner of lots shall not be permitted to sell or transfer lots without the written consent and approval of the mayor and council.

(Ord. No. 16-390, § 1(Exh. A), 3-29-2016)



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: Toseika Thomas

Occupation: Coordinator Employer: Emory

Home Address: 624 Carrington Ridge City: Stockbridge Zip: 30281

Home Phone: () Home E-Mail: [REDACTED]

Work Phone: () Work E-Mail: [REDACTED]

Cell Phone: [REDACTED] Preferred E-Mail: ☒ Home ☐ Work

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

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Public Facilities Authority Board
If applying for the Main Street Advisory Board, which position? _____
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? ⁰ ____ Years ³ ____ 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:

- 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:

- 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:

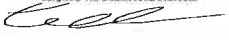
I believe that with my many years of volunteering in several sectors of the community, I can bring a new perspective experience.

- 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):

- 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. Members who qualify for elected office shall be removed from the Board/Commission of which they serve.

Signed via SeamlessDocs.com

Key: 14151537-011-4090-4410-02401021000

Signature

Toseika Thomas

Printed Name

08-15-2024

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



Where Community Connects

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 Committees. The members of the Boards and Committees make decisions and submit recommendations to the City of Stockbridge Mayor and Council. Applicants complete a questionnaire that will assist the Mayor and Council in the review process in determining applicant eligibility requirements and qualifications for Board or Committee 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: Tykeria Goins

Occupation: Assistant Program Coordinator Employer: Emory University

Home Address: 131 Windsong Drive City: Stockbridge GA 30281

Home Phone: () Home E-Mail:

Work Phone: Work E-Mail:

Cell Phone: Preferred E-Mail: ☒ Home ☐ Work

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

BOARD, COMMITTEE OR COMMISSION APPLICATION

a) Which Board(s) or Commission(s) do you wish to be appointed to? Youth Council Advisory Committee

If applying for the Main Street Advisory Board, which position?
(See positions noted below)

b) How long have you been a resident or business owner/operator in the City of Stockbridge? ⁵ ___ Years ² ___ 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:

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:

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:

BOARD, COMMITTEE OR COMMISSION APPLICATION

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

I have always been an advocate for helping others and making a difference. I also feel that the younger generations are truly our future. I see Serving on the Youth Council Advisory Committee as an opportunity to ensure the younger generations are provided the resources and outlets necessary to assist in their success and bettering themselves. As someone who has served as a mentor to an elementary student, and has been mentored themselves, I understand the importance of having the necessary resources and outlets to help someone thrive, whether it is through educational or professional programs or community events that bring people together.

- 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):

Keep Stockbridge Beautiful Board and Board of Ethics

- 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. Members who qualify for elected office shall be removed from the Board/Commission of which they serve.


Signature

Tykera Goins

Printed Name

07-29-2024

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