Stockbridge

Where Community Connects

Work Session Meeting Agenda
March 25, 2025 6:00 PM

STOCKBRIDGE CITY COUNCIL

Mayor At–Large
Anthony S. Ford

Mayor Pro Tem LaKeisha Gantt
Council District 1

Councilmember Alphonso Thomas
Council District 2

Councilmember Kyle D. Berry, Sr.
Council District 3

Councilmember Yolanda Barber
Council District 4

Councilmember Elton Alexander
Council District 5

CITY MANAGER
Vacant

CITY CLERK
Vanessa Holiday

CITY TREASURER
Frank Milazi

CITY ATTORNEY
Quinton G. Washington

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 Human Resource Manager at 770-389-7908 for assistance.

AGENDA
WORK SESSION MEETING
CITY OF STOCKBRIDGE

TUESDAY, MARCH 25, 2025 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

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.

REVIEW OF THE MINUTES

1 Draft Council Meeting Minutes March 3, 2025

CONSENT AGENDA

2 Council Consideration to fill a vacancy and appoint a member to the Citywide Development Authority Board for a four-year term.

OLD BUSINESS

3 Council consideration to approve contract amendment RFP (Request for Proposal) 201508-02, Sanitation Collection Services Contract with Wrangler Holdings Corp. / GFL Environmental (formally Waste Industries) in the amount of $1,000,000.00 which is no additional cost. The funding Source is from Sanitation Department Budget. - Presented by: Decius Aaron

4 The City of Stockbridge, Procurement Department, solicited bids from qualified contractors to install porous pavement to replace the grass at the amphitheater. - Presented by: Decius Aaron

NEW BUSINESS

5 Council consideration to approve Feutch Road abandonment. Marketplace Storefronts, LLC is requesting the abandonment of Feutch Road located on their property at 2250 Jodeco Road to make their property contiguous.
- Presented by: Decius Aaron

6 Staff is requesting Council's approval for TSW to move forward with producing the design and bid documents for Clark, Gardner, and Memorial Parks, as well as the trail design that will link Clark Park with Downtown Stockbridge, City Hall, the Amphitheater, the MLK Sr. Heritage Trail and ultimately connecting with other trail spurs and existing City greenways in future phases. This project is part of the Parks Master Plan and the Downtown Trail Project. The funding source is SPLOST V and bonds for the downtown trail. The cost for the Professional Services Agreement is **$775,000.00**. - Presented by: Decius Aaron, Bryan Bays

7 Council consideration to approve Trail Project Service Agreement. The PATH Foundation Design Team will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for 0.25-mile, twelve-foot wide, concrete multi-use trail connecting Clark Community Park to Club Place following the Brush Creek corridor. A mid-block crossing is proposed on Davis Road. The Brush Creek Trail Project is a TSPLOST Project. The funding source is from TSPLOST. The cost for the Trail Project Services Agreement is **$109,610.00**. - Presented by: Decius Aaron, Eric Ganther

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

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.

- **City Council Meeting: 2nd Monday of each month at City Hall at 6 p.m. (April 14th).**
- **Youth Council Meeting: SPECIAL DATE-April 15th at 5:45 p.m. in City Hall Levi Meeting Room (April 15th).**
- **Stockbridge Citizens-Police Advisory Council: Meets the 1st Thursday of each month at 6:30 p.m. in the Stockbridge Police Community Room, 4545 N. Henry Blvd. (April 3rd).**
- **Citywide Development Authority Meeting: 2nd Tuesday of each month at City Hall in the Levi Meeting Room at 6:00 p.m. (April 14th).**
- **Community Zoning and Information Meeting: Meets Wednesday, April 9 from 6:00 p.m. – 7:00 p.m. at City Hall in the Council Chamber (April 9th).**

- **The Main Street Advisory Board: Meets the 2nd Friday of each month at 9 a.m. in the Downtown Connection Center, 130 M L King Sr. Heritage Trail (April 11th).**
- **Downtown Development Authority Meeting: 3rd Tuesday of each month in the Downtown Connection Center, 130 M L King, Sr. Heritage Trail (April 15th).**
- **Youth Council Advisory Committee Meeting: SPECIAL DATE-April 7th 6:30 p.m. in the Levi Meeting Room at City Hall (April 7th).**
- **Planning Commission Meeting: 3rd Thursday of each month, 6:30 p.m. in City Hall Council Chamber - (April 17th).**
- **City Council Work Session Meeting: Last Tuesday of the month at 6:00 p.m.in City Hall Council Chamber (April 29th).**

UPCOMING CITY EVENTS/INITIATIVES

- **Join the Stockbridge Youth Council for the 2nd Annual Youth Entrepreneur Expo at Clark Park on Saturday, March 29th, from noon to 4 PM. Enjoy an egg hunt, food trucks, and games while supporting local youth entrepreneurs. Bring your friends and family for a day of community fun!**
- **Councilman Alphonso 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.**
- **Join Councilman Alphonso Thomas in partnership with Councilman Kyle Berry for the monthly *Senior Bingo Bash* on Wednesday, April 16th, from 10am–12pm at the Merle Manders Conference Center, 111 Davis Rd. for prizes, games, snacks and fun!**
- **Join Mayor Anthony Ford for the *Annual State of the City Address* on Tuesday, April 22nd in the City Hall Council Chamber at 6:00 p.m.**

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

MAY CONCERT SCHEDULE

- **Saturday, May 3rd – My Girls Night featuring Xscape.**
- **Saturday, May 10th – Mother's Day Weekend Show featuring 112, Dru Hill, Silk and Carl Thomas**
- **Saturday, May 24th – Memorial Day Weekend – Dirty South Yeek Crunk Fest featuring Pastor Troy, MC Shy'D, D J Raheem the Dream, Mook B Trillville, Eastside Boyz**

ADJOURNMENT

CITY COUNCIL MEETING
SUMMARY MINUTES

MONDAY, MARCH 3, 2025 6:00 P.M.

Mayor & City Council

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

Administration

Vacant – City Manager
Vanessa Holiday – City Clerk
Cassandra Lester – Deputy City Clerk
Frank Milazi – 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 6:24 p.m.

Invocation by: Mayor Ford

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 except Councilmember Berry and Councilmember Thomas.

Motion to adopt the Agenda was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

CEREMONIAL REVIEW

Mayor Ford reviewed the ceremonial proclamations for Women's History Month presented to Gwendolyn Starks, owner of The Art Boutique, and a proclamation to honor the late singer, songwriter and actress, Angie Stone.

PUBLIC COMMENTS

Mr. Willie Carter raised questions regarding progress and the timeline of the Tye Street Curb and Gutter project.

Mr. Aaron noted Councilmember Thomas held two town hall meetings informing the community of the project where more than one hundred parcels will require easements; noted he has advised Mr. Carter that the project is very detailed, and based on feedback from some residents, a re-design was required by the consultant Mr. Aaron noted Falcon Design will provide an update on all projects at the upcoming Council Retreat.

ADOPTION OF THE MINUTES

1. Adoption of the February 10, 2025 Council Meeting Minutes
   Motion to approve with the amendment noting Councilmember Barber Abstained as she was not in attendance of the January 8, 2025 meeting was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0. (Alexander/Barber/Gantt Approved).

   Adoption of the February 25, 2025 Work Session Meeting Minutes
   Motion to approve with the amendment to add the unanimous vote of Council to Item #3 was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0. (Alexander/Barber/Gantt Approved)

CONSENT AGENDA

2. Council Consideration to fill a vacancy and appoint Dr. Scott Hughes to the Stockbridge Citywide Development Authority for a four-year term.

   Council Consideration to appoint Nathan Banks and Nycholas Armstead to the Stockbridge Downtown Development Authority for a four-year term.

   Council Consideration to appoint Selena Harris to the Stockbridge Main Street Advisory Board for a four-year term.

   Attorney Washington noted all seats are open board seats and can be confirmed if it is the will of the Council.

   Mayor Pro Tem Gantt motioned to approve the Consent Agenda; there was not a second to the motion.

   Mayor Pro Tem Gantt motioned to remove the items from the Consent Agenda and vote on each appointment separately; seconded by Councilmember Alexander. The motion passed unanimously 3-0 (Alexander/Barber/Gantt Approved).

   Mayor Pro Tem Gantt motioned to appoint Dr. Scott A. Hughes to the Citywide Development Authority Board; seconded by Councilmember Alexander. The motion failed 2-0-1 (Alexander/Gantt Approved) (Barber Abstained, citing she does not know any of the individuals).

   Councilmember Alexander asked for a recess, noting the appointments are critical referencing the Habitat for Humanity project that was previously delayed.

Mayor Pro Tem Gantt motioned to Table the Consent Agenda to be heard later in the meeting; seconded by Councilmember Alexander. The motion failed 2-0-1 (Alexander/Gantt Approved); (Barber Abstained noting she is not comfortable and that the items were on the Consent Agenda and then removed from the Consent Agenda).

Mayor Pro Tem Gantt noted Board and Committee applications are volunteers from the community who submit their applications and resumes the City Clerk, who verifies the criteria such as residency, business affiliations, etc., and conducts background checks, and whereas most of the applicants are unknown to members of Council, and that she is unfamiliar with any of the applicants with the exception of one, who is already active in the community; however, the Council receives the applications and resumes in advance where they can contact and research each applicant prior to appointment, and that members of Council can request to Table appointments in the event the vetting process has not yet been completed.

NEW BUSINESS

3. Council consideration to approve contract amendment RFP (Request for Proposal) 201508-02, Sanitation Collection Services Contract with Wrangler Holdings Corp. / GFL Environmental (formally Waste Industries) in the amount of $1,000,000.00 which is no additional cost. The funding Source is from Sanitation Department Budget.
   Presented by: Decius Aaron, Public Works Director
   Mr. Aaron noted the City Council voted to close the Transfer Station and as a result, the city has to amend the contract for GFL who will dispose of waste and transfer to the landfill.

   Councilmember noted the city's decision to close the Transfer Station is in correlation to the City approval of the Park Master Plan.

   Mr. Aaron agreed, noting the idea is to create another entrance to Memorial Park and add additional parking.

   Motion to approve contract amendment RFP (Request for Proposal) 201508-02, Sanitation Collection Services Contract with Wrangler Holdings Corp. / GFL Environmental (formally Waste Industries) in the amount of $1,000,000.00 which is no additional cost. The funding Source is from Sanitation Department Budget was made by Councilmember Barber; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 3-0 (Alexander/Barber/Gantt Approved)

   Councilmember Berry joined the meeting at 6:53 p.m.

4. Council consideration to approve a Budget Amendment in the amount of $1,782.270.10. These funds (Traffic Camera Fines) would be transferred from the General Fund to a Special Project Fund to be used for the sole purpose of police operations as outlined in O.C.G.A 40-14-18
   Presented by: Frank Milazi, City Treasurer

Mr. Milazi noted Red Speed was implemented in 2023 and that the collected are to be used by the police department, however, when the account was set up, it was erroneously set up in general fund, and the budget amendment, with the corrected amount of $1,639,289.28 will correct the error, and the account will be properly appropriated going forward.

Mayor Pro Tem Gantt referenced the State statute and provisions that allocates RedSpeed camera funding collected from speeders in school zones is specifically for use within the police department and asked if the funding had been offset in the police department budget.

Mr. Milazi confirmed the funds were not offset and would be in addition to the funds in the police department budget.

Mayor Ford referenced the current legislation in the General Assembly to repeal state law allowing school zone traffic cameras to catch speeders passed and is headed to the state senate for approval or rejection, noting House Bill 225, would completely ban speed cameras from school zones.

Motion to approve a Budget Amendment in the amount of $1,639,289.28. These funds (Traffic Camera Fines) would be transferred from the General Fund to a Special Project Fund to be used for the sole purpose of police operations as outlined in O.C.G.A 40-14-18 was made by Councilmember Barber; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0 (Alexander/Barber/Berry/Gantt Approved).

Councilmember Barber exited the meeting at 7:00 p.m.

Motion to amend the Agenda to add the Consent Agenda back to the meeting Agenda was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 3-0. (Alexander/Berry/Gantt Approved)

Councilmember Alexander motioned to rescind his vote following a discussion with the City Attorney out of an abundance of caution for Item #3 regarding the GFL for Sanitation Services; seconded by Councilmember Berry. The motion passed unanimously 3-0. (Alexander/Berry/Gantt Approved).

Motion to Table Item #3 to the March 25, 2025 Work Session meeting: Council consideration to approve contract amendment RFP (Request for Proposal) 201508-02, Sanitation Collection Services Contract with Wrangler Holdings Corp. / GFL Environmental (formally Waste Industries) in the amount of $1,000,000.00 which is no additional cost. The funding Source is from Sanitation Department Budget was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 3-0. (Alexander/Berry/Gantt Approved).

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.

- Stockbridge Citizens-Police Advisory Council meeting 1st Thursday of each month at 6:30 p.m. at the Stockbridge Police Community Room 4545 N. Henry Blvd. – (Mar 6)
- Citywide Development Authority Meeting 2nd Tuesday of each month at City Hall in the Levi Meeting Room at 6pm (Mar 11).
- Community Zoning and Information Meeting: Thursday, March 12th from 6:00 p.m. – 7:00 p.m. at City Hall in the Council Chamber (Mar 12)
- 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. (Mar 14)
- Downtown Development Authority Meeting, 3rd Tuesday of each month at the Downtown Connection Center 130 M L King, Sr. Heritage Trail (Mar 18)
- Youth Council Advisory Committee Meeting, 6:30 p.m.- 3rd Tuesday of each month Levi Meeting Room - City Hall (Mar 18)
- City Council Retreat March 19, March 20 & March 21, 2025 – Tru Hilton Hotel – Patrick Henry Pkwy. Stockbridge, GA
- Planning Commission Meeting, 3rd Thursday of each month, 6:30 p.m. - City Hall Council Chamber - (Mar 20)
- City Council Work Session Meeting held on the last Tuesday of the month at 6:00 p.m. - City Hall Council Chamber (Mar 25)
- Youth Council Meeting 1st Monday of each month at 6:30 p.m. - City Hall Levi Meeting Room (Apr 7)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. - City Hall Council Chamber (April 14)

UPCOMING CITY EVENTS/INITIATIVES

- Join Mayor Ford for the monthly *Meet the Mayor* on Monday, March 24th from 10am – noon at City Hall. Meetings are by appointment.
- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, March 26th from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join the Stockbridge Youth Council for the 2nd Annual Youth Entrepreneur Expo at Clark Park on Saturday, March 29th from noon to 4 PM. Enjoy an egg hunt, food trucks, and games while supporting local youth entrepreneurs. Bring your friends and family for a day of community fun!
- 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.
- 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.

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

Mayor Pro Tem Gantt noted a Town Hall taking place in District 1 on Wednesday, March 19th at 6pm at Red Oak UMC.

2025 CONCERT SEASON SCHEDULE

- Saturday, May 3rd – My Girls Night featuring Xscape with special guests Total and 702
- Saturday, May 10th – Mother's Day Weekend Show featuring 112, Dru Hill, Silk and Carl Thomas
- Saturday, May 24th – Memorial Day Weekend – Dirty South Yeek Crunk Fest featuring Pastor Troy, MC Shy'D, D J Raheem the Dream, Mook B Trillville, Eastside Boyz
- Saturday, June 14th – Ladies of the 80's- featuring Regina Belle, Karen White, Deniece Williams, Evelyn "Champagne" King, Shanice, and Beverly Crawford with Special Guest Appearance by: The Silver Fox Squad
- Saturday, June 28th – Ledisi

MAYOR'S COMMENTS

Mayor Ford referenced the proclamation issued honoring singer, songwriter and actress, Angie Stone who was killed in a traffic accident over the weekend in Alabama and asked that everyone keep the family in prayer; noted the city has been advised of a high wind advisory for tomorrow and asked that everyone remain safe; commended Councilmember Alexander on the 10th Women's History Month Celebration that took place yesterday, noting it was a great event, with his wife, First Lady of Stockbridge, Alcelia Ford being an honoree, and noted her annual donation of apparel to the Breast Cancer survivors and several other accolades; and reminded everyone that we are in the midst of cold/flu season and encouraged everyone to get their flu shots, boosters, to prevent the spread of COVID.

Councilmember Alexander thanked the Women's History Committee, highlighting Rosalynd Rawls and Raven Eatmon for their work on the program and also thanked Chairwoman Harrell, and Vice Chair Robinson and Angela White who worked over a 4–5-month time frame to pull the event together, and noted Fox5 highlighted program with Portia Brunner and Whitmer

Motion to adjourn the meeting at 7:11 p.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 3-0. (Alexander/Berry/Gantt Approved).

Respectfully submitted by:

_____ _____

Vanessa Holiday, City Clerk Anthony S. Ford, Mayor

Stockbridge CDA

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: Dr. Jacqueline D. Humphires

Occupation: CEO & President

Employer: Trufinity Affairs Inc. 501(C)3

Home Address: 403 Tea Rose Ln N

City: Stockbridge

Zip: 30281

Home Phone: [redacted]

Home E-Mail: [redacted]

Work Phone: [redacted]

Work E-Mail: [redacted]

Cell Phone: [redacted]

Preferred E-Mail: ☐ Home ● Work

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

BOARD, COMMITTEE OR COMMISSION APPLICATION

a) Which Board(s) or Commission(s) do you wish to be appointed to? City wide / Development

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? 20___ Years 6___ Months

c) Are you current with all your financial obligations to the City of Stockbridge? ● Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the city? ● Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ● Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ● No If yes, please explain:

N/A

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

N/A

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

N/A

BOARD, COMMITTEE OR COMMISSION APPLICATION

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

I wish to serve on the board for the City of Stockbridge to contribute my leadership experience and strategic vision toward fostering economic growth, strengthening community engagement, and ensuring equitable opportunities for all residents. With a background in finance, business development, and civic leadership, I am committed to driving initiatives that enhance the city's prosperity, improve public services, and create a thriving environment for businesses and families alike.

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):

Ethics
board on aging
Public facilities
Historic Preservation

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.

eSigned via SeamlessDocs.com
Dr. Jacqueline D. Humphries
Key: 643d918a-1b50-4d76-83bd-40da0f2c3c98

Signature | Dr. Jacqueline D. Humphries (Printed Name) | 03-03-2025 (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

DR. JACQUELINE HUMPHRIES
Stockbridge, Ga. [redacted]

OBJECTIVE

Dedicated and results-driven professional with extensive experience in loan servicing, mortgage processing, and community development. Adept at fostering positive relationships with clients, colleagues, and stakeholders. Strong leadership skills with a commitment to economic empowerment and housing initiatives. Seeking opportunities to leverage expertise in financial services and community development.

PROFESSIONAL EXPERIENCE

Trufinity Affairs Inc – Stockbridge, GA
CEO & President | Dec 2018 – Present

- Strategic Leadership & Vision: Develop and implement the organization's mission-driven strategies, policies, and programs to address housing, community development, and food insecurity.
- Financial & Operational Oversight: Manage budgets, fundraising efforts, and resource allocation to ensure sustainability and maximize community impact.
- Stakeholder & Community Engagement: Build partnerships with government agencies, donors, businesses, and community leaders to drive initiatives and secure funding.
- Program Development & Advocacy: Oversee the creation and execution of housing, food assistance, and economic empowerment programs while advocating for policies that benefit underserved communities.

Soul Community Federal Credit Union & Nation Service CU – Austell & Macon, GA
Board Member | Dec 2024 – Present

- Lending Oversight & Risk Management: Provide strategic direction for the credit union's lending department, ensuring compliance with regulations, mitigating risks, and maintaining a healthy loan portfolio.
- Policy Development & Implementation: Establish and review lending policies and procedures to align with industry best practices, regulatory requirements, and member needs.
- Financial & Member Growth Strategy: Analyze loan products and market trends to enhance lending services, increase loan volume, and support the financial well-being of members.

McMichael and Gray, PC – Stockbridge, GA
Closer | Dec 2021 – Present

- Manage the pipeline of incoming loans from origination through closing.
- Ensure loan origination system remains updated and communicate effectively with borrowers, brokers, and attorneys.
- Review title commitments and approve closing settlement statements.

Mortgage Connect – Moon Township, PA
Title Clearance Specialist | May 2020 – Nov 2021

- Reviewed and managed daily progress reports for closing documentation.
- Ensured compliance with federal, state, and client requirements for title clearance.
- Assisted borrowers with inquiries and maintained open communication with stakeholders.

OS National – Duluth, GA
Title Policy - Policy Specialist | Nov 2018 – May 2020

- Conducted detailed analyses of disbursed loan/cash transactions for compliance.
- Coordinated with underwriters to resolve deficiencies prior to title policy issuance.
- Ensured accuracy of entry-level data within the title processing system.

Department of Community Affairs – Norcross, GA
Recertification Specialist | Mar 2016 – Nov 2018

- Maintained schedules for annual notifications to tenants and landlords.
- Processed HUD submissions and conducted investigations of program fraud.
- Provided customer service and conducted property owner consultations.

Taylor, Bean and Whitaker – Lawrenceville, GA
Mortgage Originator & Processor | Jan 2007 – Oct 2015

- Assisted consumers with residential mortgage loans, refinancing, and home equity options.
- Analyzed applicants' financial status, credit, and income for loan eligibility.
- Provided clear communication and timely responses to clients.

LEADERSHIP & COMMUNITY ENGAGEMENT

- **Board Member**, Soul Community Federal Credit Union
- **Board Member**, Nation Service Credit Union
- **President & CEO**, Trufinity Affairs 501(c)(3) – Focused on community development and housing for low-income individuals

SKILLS & EXPERTISE

- Loan servicing & mortgage processing
- Title clearance & compliance
- Community development & affordable housing
- Client relations & stakeholder engagement
- Leadership & financial governance

City of Stockbridge

AGENDA ITEM

MEETING DATE

March 3, 2025

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

FUNDING SOURCE

- [x] GENERAL FUND./ SANITATION
- [ ] FUND BALANCE
- [ ] SPLOST
- [ ] TSPLOST
- [ ] GRANT
- [ ] HOTEL/MOTEL TOURISM
- [ ] COUNCIL INITIATIVE
- [ ] PARTNER/SPONSOR
- [ ] DEPARTMENT FUND BALANCE
- [ ] BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: DECIUS AARON—PUBLIC WORKS DIRECTOR

DEPARTMENT: PUBLIC WORKS—SANITATION DEPT.

ITEM/PROJECT/EVENT:

Council Consideration to approve contract amendment RFP (Request for Proposal) 201508-02, Sanitation Collections Services Contract with Wrangler Holdings Corp /GFL Environmental (formerly Waste Industries) in the amount of $1,000,000.00. Funding Source: Sanitation Department Budget.

BACKGROUND INFORMATION:

As a result of the pending lease termination with Lamar County to operate the transfer station that is currently managed by Waste Management. GFL Environmental will take over the disposal of the waste collected for Stockbridge residents at a rate of $52.27 per ton. This rate will be in effect until the end of the GFL Contract term of December 31, 2025. Staff has estimated the cost of the disposal to be $1,000,000.00 which is in line with the amount budgeted for disposal in the 2025 budget.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____ Mayor 2/11/2025

CITY ATTORNEY _____

FINANCIAL IMPACT [ ] [ ] N/A

ATTACHMENTS: [x]

BACKGROUND INFORMATION CONTINUED:

STAFF RECOMMENDATION:

The Public Works Department is requesting approval of the contract amendment for Sanitation Collection Services with Wrangler Holdings Corp./GFL Environmental to include the cost of disposal of waste collected for Stockbridge residents at a rate of $52.27 per ton.

The Public Works Department is requesting the City Council's approval of the contract amendment for collection and disposal of sanitation for City of Stockbridge residents with GFL Environmental thru the end of the contract term of December 31, 2025.

The estimated budget amount for this contract amendment is $1,000,000.00 and funding is available in the 2025 budget.

Fiscal Impact: Funds will be provided from account 540-45200-523990.

Exhibit I – Contract Amendment

Exhibit II – Resolution R24-1734—GFL Environmental Contract Renewal

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R24-1734

A RESOLUTION TO APPROVE THE FOURTH CONTRACT RENEWAL OF RFP 201508-02 FOR SANITATION COLLECTION SERVICES WITH WASTE INDUSTRIES SOUTH ATLANTA, LLC/GFL ENVIRONMENTAL (FORMERLY WASTE INDUSTRIES).

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 Department of Public Works seeks approval for the fourth contract renewal of RFP 201508-02 for Sanitation Collection Services with Waste Industries South Atlanta, LLC/GFL Environmental ("GFL," formerly Waste Industries), in the amount of $1,800,000.00 as detailed in Exhibit A; and,

WHEREAS, the funding source for this contract is from the Sanitation Department Budget; and,

WHEREAS, the initial term of the agreement with GFL was for five (5) years and eight (8) months beginning May 1, 2016, and ending December 31, 2021, with five automatic one-year renewals; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

> "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."

WHEREAS, the renewal has been reviewed and approved by the City Manager, Treasurer, Attorney, Procurement and Counsel;

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

SECTION 1. Approval of Contract Renewal for RFP 201508-02.
Council hereby approves the fourth contract renewal for Sanitation Collections Services with GFL, in the amount of $1,800,000.00, through December 31,

2025.

SECTION 2. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, which shall not affect the remaining portions of this Resolution.

SECTION 3. Repeal of Conflicting Provisions All City Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 4. 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 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 27th day of August 2024

ANTHONY S. FORD, Mayor

ATTEST:

(SEAL) VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

QUINTON WASHINGTON, City Attorney

City of Stockbridge

AGENDA ITEM

MEETING DATE

August 27, 2024

- [ ] RESOLUTION
- [ ] ORDINANCE
- [x] 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: 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 Shakera Hall

☒ FINANCIAL IMPACT ☒ N/A

AMOUNT $
$1,800,000.00

ATTACHMENTS: ☒

State of Georgia
Henry County

AMENDMENT OF CONTRACT AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE AND GFL ENVIRONMENTAL

This Amendment of Contract made between the City of Stockbridge and GFL Environmental dated January 9, 2024:

Section: Disposal
As of May 13, 2025, The City of Stockbridge Transfer Station will be closed. Because of this situation, GFL must dispose of solid waste at a new disposal facility. All volume will be transported to the GFL South Side Transfer Station. South Side Transfer Station is located at: 252 1st Manassas Mile, Fayetteville, GA 30215. The contract amendment will reflect and be effective 2/1/25 to ensure the transition is smooth with an operational plan in place.

Section: Pricing
Due to the City of Stockbridge TS being shut down, GFL will now have to transport the solid waste to GFL South Side Transfer Station. This operational change increases fuel and hourly costs that result in an increased disposal rate. The new disposal rate will be $52.27. All other terms and conditions of the entire original contract and subsequent amendments remain the same.

In witness whereof, City of Stockbridge and Contractor have executed this contract amendment as of this day and first year written.

GFL ENVIRONMENTAL	CITY OF STOCKBRIDGE
BY: _____	BY: _____
Name and Title: _____	Name and Title _____
Date: _____	Date: _____

Tonnage Description	Dec2023	Jan2024	Feb2024	March2024	April2024	May2024	June2024	July2024	August2024	September2024	October2024	November2024
Refuge	1739.84	1739.84	1510.34	1554.71	1801.83	1449.50	1366.13	1256.69	1363.99	1376.71	1545.94	1522.59
Yard Waste/Bulk	28.61	28.61	36.28	39.89	54.75	49.77	41.78	58.06	49.11	43.35	71.76	46.91
TOTAL MONTHLY TONNAGE	**1768.45**	**1768.45**	**1546.62**	**1594.60**	**1856.58**	**1499.27**	**1407.91**	**1314.75**	**1413.10**	**1420.06**	**1617.70**	**1569.50**

Cost Summary	Dec2023	Jan2024	Feb2024	March2024	April2024	May2024	June2024	July2024	August2024	September2024	October2024	November2024
GFL Environmental/Waste Industries Monthly Cost	$ 95,259.50	$ 117,924.25	$ 117,990.75	$ 118,045.75	$ 118,132.00	$ 124,126.69	$ 124,148.30	$ 124,189.32	$ 124,220.34	$ 124,222.34	$ 124,209.02	$ 124,250.04
Waste Management Transfer Station Monthly Cost	$ 72,803.06	$ 85,348.30	$ 74,006.00	$ 77,030.99	$ 90,037.27	$ 76,884.00	$ 72,782.54	$ 65,224.07	$ 71,808.76	$ 70,657.33	$ 82,757.67	$ 79,458.39
TOTAL MONTHLY SAINITATION COST	**$ 168,062.56**	**$ 203,272.55**	**$ 191,996.75**	**$ 195,076.74**	**$ 208,169.27**	**$ 201,010.69**	**$ 196,930.84**	**$ 189,413.39**	**$ 196,029.10**	**$ 194,879.67**	**$ 206,966.69**	**$ 203,708.43**

Stockbridge

Where Community Connects

M E M O R A N D U M

TO: Decius Aaron, Director Public Works

FROM: Wanda Thomas, Procurement Clerk
email: wthomas@stockbridgega.org
phone: (678) 833-3315

DATE: March 24, 2025

SUBJECT: ITB No. 25-0003, AMPHITHEATER FLEXI PAVE PROJECT

Please review the attached bid for 25-0003, Amphitheater Flexi Pave Project, submitted by Limitless Concrete & Works, Inc. in the total award amount of $212,850.00 to verify they have met our requirements:

1. Contractor Responsibility

_____ In my best professional judgment, I recommend that the apparent low bidder(s) be considered responsible. This opinion is based on one or a combination of the following: experience with the contractor in similar work, a check of the references, a review of information relating to the contractor's financial and technical capabilities as well as his/her business stability.

_____ I recommend that these contractors(s) be considered not responsible. My rationale is provided in the attached memorandum.

2. Specifications

_____ The contractor(s) meets the specifications of the solicitation.

_____ The contractor(s) does/do not meet the specifications of the solicitation for the reasons stated in the attached memorandum.

NOTE: 1) If you disapprove the specifications submitted by the bidder and/or the contractor is not responsible, a statement of your rationale must be provided. 2) The amount of $212,850.00 will be taken to the Council for approval.

This form must be returned with an authorized signature before this item can be placed on the upcoming agenda.

_____, Director, Public Works, _____, 2025

Stockbridge
Where Community Connects

Invitation to Bid, (ITB) No. 2025-0003
COS- AMPHITHEATER FLEXI PAVE PROJECT

March 7, 2025

Optional Pre-Bid Conference
Wednesday, March 12, 2025, at 11:00 a.m. EST.
City of Stockbridge City Hall
4640 N Henry Blvd.
Stockbridge, GA. 30281

BID DUE DATE and OPENING DATE:
Monday, March 24, 2025, at 2:30 p.m. EST.
https://us06web.zoom.us/j/89090241100?pwd=lCKWHPlbJpdmAOrVMcyHEjKOyBVYKu.1

Bids shall only be accepted online through the Bonfire Portal at:
Invitation To Bid (ITB) Amphitheater Flexi Pave Project

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Purchasing Clerk, Wanda Thomas, wthomas@stockbridgega.org.

2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: ITB 2025-0003 Amphitheater Flexi Pave Project (bonfirehub.com). Questions are due no later than **Friday, March 14, 2025, at 2:00 p.m. EST**. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Bonfire website and it is the Offeror's responsibility to ITB 2025-0003 Amphitheater Flexi Pave Project (bonfirehub.com)check the Bonfire portal for any addendum or other communications related to this solicitation.

4. The City of Stockbridge reserves the right to reject all bids and to waive technicalities and informalities and make an award in the best interest of the City of Stockbridge.

5. The City of Stockbridge is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

CONTRACT
ITB 2025-0003 Amphitheater Flexi Pave Project

This CONTRACT Agreement made and entered into this_____day of_____,2025 (the "Agreement"); by and between The City of Stockbridge, Georgia (the "City"), having its principal place of business at 4640 North Henry Boulevard, Stockbridge, Georgia 30281 and _____ (the "Contractor/Service Provider").

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

1. TERMS:

   This Agreement shall be effective upon its execution (the "Effective Date") The initial term of this Contract shall be through December 31, 2025. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2025, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

   OPTION RENEWALS:
   This Contract may be renewed at the sole discretion of the City for four (4) additional twelve-month terms, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to the service provider or termination and non-renewal by December 31 of the Contract year.

2. ATTACHMENTS:

   The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the Contract documents:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Bond Documents: Payment Bond, Performance Bond and Maintenance Bond.
Exhibit E:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Drug-Free Workplace.
Exhibit G:	Contractor Information.
Exhibit H:	Affidavit Verifying Status for Public Benefit Application.
Exhibit I:	Bid Documents: References and Subcontractor Form.
Exhibit J:	Non-Collusion Affidavit.
Exhibit K:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work")

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national

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

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

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

Signatures on the following page.

STOCKBRIDGE, GEORGIA

By: _____
Anthony S. Ford
Mayor City of Stockbridge, Georgia

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SERVICE PROVIDER:

Signature_____ Date 3/22/2025

Print Name LUIS BEATO

Print Title PRESIDENT

ATTEST:

_____ Date _____
Signature

Print Name_____

Print Title _____

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

2.4 The Service Provider will comply with the City of Stockbridge's Financial Management and Purchasing Policies.

2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.

3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days the work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

GENERAL CONDITIONS

4. SERVICE PROVIDER'S PERSONNEL

4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employee.

4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.

4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.

4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purpose related to the work. The initial Supervisor shall be (TBD).

4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.

4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.

4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

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

6. PERFORMANCE REQUIREMENTS

6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stockbridge regulations.

6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

GENERAL CONDITIONS

7. CONFIDENTIAL INFORMATION

7.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

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

8. USE OF PREMISES

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

9. SAFETY AND PROTECTION

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

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof

of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.

10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

10.6 The Service Provider shall submit all invoices to:

City of Stockbridge Accounts Payable Division electronically to ap@stockbridge.org and copy to City of Stockbridge, GA. Accounts Payable, 4640 North Henry Boulevard, Stockbridge, GA 30281.

10.7 The Service Provider will agree to comply with the City of Stockbridge's Financial Policies and Purchasing Policy, to the extent applicable.

10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against the City of Stockbridge for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, Henry County, the City of Stockbridge, any applicable rules, regulations or directives of any agency thereof, and

the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.

11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

13.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely

by the City's negligence or by the joint negligence of the City and any person other that the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of the Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

GENERAL CONDITIONS

13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.

13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

GENERAL CONDITIONS

13.7 Insurance

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

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than $100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS ($1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

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

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.

13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

GENERAL CONDITIONS

14. LIABILITY INSURANCE

14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.

14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less that a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.

15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

SUBCONTRACTORS

15.4 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the

Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

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

15.5 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

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

16. DEFAULT AND TERMINATION

16.1 In the event that:

16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

16.1.2 the Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or

16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or

16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

GENERAL CONDITIONS

16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment pf a custodian, receiver, or trustee for all or a substantial part of its assts; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) form the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

GENERAL CONDITIONS

17. CITY'S AUTHORIZED REPRESENTATIVE

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

18. ASSIGNMENT

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

19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

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

City of Stockbridge, GA
ATTN: City Manager
4640 North Henry Boulevard

Stockbridge, GA 30281

Service Provider
BEATO GROUP, INC.
4532 WEST KENNEDY BLVD., STE. 465
TAMPA, FL 33609

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

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

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

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

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

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

EXHIBIT A

GENERAL CONDITIONS

22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.

22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

22.3 The Service Provider shall, during the term of this Contract, repair any damage caused t real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

22.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of

Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Henry County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

22.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

22.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

22.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

22.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.

22.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

22.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

22.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.

22.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and

subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Henry County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were

overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

22.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

22.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

22.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

22.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

22.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

22.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.

22.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or

amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

22.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

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

23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

********* END OF GENERAL CONDITIONS*********

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

SCOPE

Project Description: The City of Stockbridge is requesting proposals from qualified firms to furnish and install a flexible porous paving surface in the terraced seating areas of the City's amphitheater. The work area is approximately 9,000 square feet.

MATERIALS

Porous Paving Surface – The porous paving product shall consist of recycled rubber granules and/or aggregate, bonded to create a porous paving surface. The recycled rubber granules and aggregate shall be per the manufacturer's specifications.

The preferred porous paving surface shall be from the following manufacturer:

KBI Flexi-Pave HD2000
As manufactured by
K.B. Industries, Inc.
4600 140th Avenue N. Suite 200
Clearwater, FL 33762
(727) 723-3300
Website: www.kbius.com

or equal as approved by the City

The slip resistance, when measured in accordance with ASTM D2047, shall have a coefficient of friction greater than or equal to 0.65 and be ADA compliant.

Color – green.

GENERAL NOTES

1. The Contractor's craftsmen or crew chief, installing the KBI Flexi®-Pave Porous Paving or equivalent to shall attend a training webinar and an on-site installation training certification prior to installing KBI Flexi-Pave HD2000. The installer shall provide proof of certification and the manufacturer's verification. All methods of construction and workmanship shall conform to applicable requirements, unless otherwise specified.

SPECIFICATIONS AND SCOPE OF WORK

2. The Contractor shall:

- Furnish all labor, materials, tools, equipment, and incidentals required to install The porous paving surface.
- Provide an adequate number of skilled workers who are trained and experienced with installing porous paving surfaces and are familiar with the requirements and the methods needed for its installation.
- Install porous landscape fabric over the excavated area before laying gravel.
- Install the crushed stone sub-base as described in the specifications.
- Install the porous paving surface to depth and width as described in the specifications.
- Reduce the risk of damage to the porous paving surface by not allowing track vehicles (metal or rubber), forklifts (warehouse-variable reach), main lifts (booms or scissors), and/or dumpsters or roll-off containers on the porous paving surface either during or following installation.

CONSTRUCTION DETAILS

At least two (2) weeks prior to the placement of the test panel, the Contractor shall submit the following for approval:

- Porous paving surface mix design.
- Slip resistance test results.
- Manufacturer's installation guidelines.
- Equipment list.
- Installers certification and manufacturer's verification.

Test Panel – A test panel must be constructed, at no additional cost to the City, as described below.

At least one week prior to the placement of the permanent panels, the Contractor shall prepare the subgrade, place, joint (if required), cure, and finish a test panel. The test panel shall be at least 9 square feet in size, constructed at the required thickness. The test panel will:

- Be constructed at a pre-designated location,
- Remain in place for the duration of the project, and
- Be used as a reference for acceptance of the pavement surface.

The test panel must be tested in accordance with ASTM C1701. The test panel must have a minimum infiltration rate of 210 inches per hour. If the test panel does not meet this performance criterion, it shall be removed and redone at the Contractor's expense, and the failed test panel disposed of in an appropriate manner.

The test panel may be incorporated into the final work or may be removed when ordered.

SURFACE PREPARATION

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

The subgrade shall have all foreign material removed and be compacted to an even surface that is parallel to the finish grade of the porous paving surface or as directed. Contact surfaces of curbing, sidewalks, manholes, and other structures shall be coated with a thin uniform coating of the manufacturer's formulated polyurethane binding agent, or approved equivalent, prior to placing the porous paving surface against them.

The Contractor shall provide appropriate and adequate protection of adjacent surfaces from splashing of paving materials. Remove all stains from exposed surfaces of paving, structures, and grounds. Remove all waste and spillage.

The Contractor shall, where required, provide appropriate, adequate, and suitable protection to assure no damage or disturbance to existing infrastructure – including vegetation – before starting work and maintain that protection throughout the course of the work.

INSTALLATION

The Contractor shall not install the porous paving surface on days when the weather is foggy, or rain is forecast, unless a change in the weather results in favorable paving conditions. In the event of rain on days prior to installation, the sub-base must be dry and not contain any standing or moving water.

Product shall be installed per the manufacturer's recommendations.

During installation and compaction of subbase materials, grade and drainage conditions should be considered and evaluated in the field to avoid over-compaction or the creation of areas of potential ponding.

The spreading and finishing of adjacent strips of the porous paving surface shall proceed so that the full pavement width will be completed in one 'pour' without the formation of longitudinal joints.

The porous paving surface finish shall be smooth and true to the existing or required grade(s).

PROJECT SCHEDULE

The project list shall be completed as soon as possible, but no later than ten (10) days after the issuance of the Notice to Proceed.

POST INSTALLATION

Traffic on the product shall be restricted for at least 24 hours after installation or as required by the product manufacturer.

The Contractor shall restore damaged adjacent infrastructure (including vegetation) to their original condition or repair as directed at no additional cost to the City. This includes existing pavement on, or adjacent to, the installation site damaged because of the construction work.

If the porous paving surface becomes plugged with dirt or defective (in any other way) during construction, the porous paving surface shall be removed and replaced at no additional cost to

the City. Any porous paving surface that becomes loose and broken prior to final contract closeout shall also be removed and replaced by the Contractor, at no additional cost to the owner.

WARRANTY

The porous paving material, when installed by certified porous pave personnel or authorized agents, will carry a warranty for materials of three (3) years from the date of installation. Porous paving warranty is limited to the structural and mechanical integrity of the installed materials.

METHOD OF MEASUREMENT

The work will be measured as the number of square feet of porous paving surface installed.

BASIS OF PAYMENT

The unit bid price per square foot of porous paving surface furnished and installed shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

No direct payment will be made for any losses of material which may result from shrinkage, compaction, settlement, waste, overflow, or any other causes.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

*****END GENERAL NOTES******

EXHIBIT C

INFORMATION REQUESTED TO ASSIST IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name, email, and phone number of one individual who will be the company's primary contact with the City of Stockbridge for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Henry County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stockbridge for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT D

BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Stockbridge. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT D

BOND DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(Name of Contractor) _____
(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____
_____
(Name of Surety)
_____
(Address of Surety

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stockbridge Georgia
(Name of Obligee)
4640 N Henry Blvd., Stockbridge, Georgia 30281
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of_____
Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stockbridge, Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid, No. 2025-0003
Amphitheater Flexi Pave Project

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stockbridge, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stockbridge, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stockbridge, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stockbridge,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America,

EXHIBIT D

BOND DOCUMENTS

not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.
Signed, sealed, and dated this _____ day of _____, 2025.

ATTEST:

_____ _____
(Principal Secretary) (Principal)

(SEAL) BY: _____

(Witness to Principal) (Address)

_____ _____

_____
(Address)

_____
(Surety)

ATTEST
BY: _____
(Attorney-in-Fact) and Resident Agent

_____
(Attorney-in-Fact)

(Seal) _____
(Address)

_____
(Witness as to Surety)
_____
(Address)
_____

EXHIBIT D

BOND DOCUMENTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

_____

(Name of Contractor)

_____

(Address of Contractor)

_____

(Corporation, Partnership or Individual)

_____

Hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

A Corporation of the State of _____and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge Georgia

_____

(Name of Obligee)

4640 N Henry Blvd. Stockbridge, Georgia 30281

_____

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and

EXHIBIT D

BOND DOCUMENTS

each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated_____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

EXHIBIT D

BOND DOCUMENTS

PROVIDED FURTHER, any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

Signed, sealed, and dated this_____day of_____, 2025
ATTEST:

_____ _____
(Principal Secretary) (Principal)
(Seal)

By:_____

_____ _____
(Witness to Principal) (Address)

_____ (Surety)

ATTEST BY:
_____ _____
Agent
_____
(Attorney-in-Fact)

(Seal)

_____
(Address)

_____
(Witness as to Surety)

EXHIBIT D

BOND DOCUMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

_____

(Name of Contractor)

_____

(Address of Contractor)

_____

(Corporation, Partnership or Individual)

_____

Hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge, Georgia

_____

(Name of Obligee)

4640 N Henry Blvd., Stockbridge, Georgia 30281

_____

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____Dollars ($_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind

EXHIBIT D

BOND DOCUMENTS

ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated_____ for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited t. O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this_____day of _____, 2025

ATTEST:

_____

(Principal)

_____

(Principal Secretary)

(Seal)

By: _____

EXHIBIT D

BOND DOCUMENTS

_____

(Witness to Principal)

_____

(Address)

_____

(Surety)

ATTEST:

_____

(Attorney-in-Fact) and Resident Agent

_____

(Attorney-in-Fact)

(Seal)

_____

(Address)

_____

(Witness as to Surety)

_____

(Address)

EXHIBIT D

BOND DOCUMENTS

MAINTENANCE BOND

PROJECT NO: _____

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____as Surety, are held and firmly bound unto the CITY OF STOCKBRIDGE, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Stockbridge. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one-year beginning_____ and ending_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Stockbridge from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this_____ day of _____, 2025

Witness:

_____

(Principal)

_____

(Name of Surety Company)

_____

(Attorney-in-fact)

End of Exhibit D

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address:_____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

~~E Verify™ Company Identification Number~~ ~~Date of Authorization~~ _____

~~BY: Authorized Officer or Agent~~ _____ Date _____
(Name of Person or Entity)

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF , 2025

_____ [NOTARY SEAL]
Notary Public

My Commission Expires: _____

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF_____, 2025

[NOTARY SEAL]

_____
Notary Public

My Commission Expires: _____

End of Exhibit E.

EXHIBIT F
DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with GEESEY'S ROCK & BLOCK DESIGNS/ETERNAL TURF ARTIFICIAL GRASS (Service Provider), BEATO GROUP, INC. (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

BEATO GROUP, INC.

Company Name

3/22/2025

BY: Authorized Officer or Agent Date

(Service Provider Signature)

PRESIDENT

Title of Authorized Officer or Agent of Service Provider

LUIS BEATO

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
CONTRACTOR INFORMATION FORM

(This form must be completed and returned with your response)

ITB Number: 20250003 - INVITATION TO BID (ITB) AMPHITHEATER FLEXI PAVE PROJECT

Full Company Legal Name: BEATO GROUP, INC.

Street Address: 4532 W. KENNEDY BLVD., STE. 465

City, State, Zip Code: TAMPA, FL 33609

Contact Name for Solicitation: LUIS BEATO Title: PRESIDENT

Telephone: 813-252-0196

E-mail: INFO@BEATOGROUP.COM

Company Web Site: WWW.BEATOGROUP.COM

State of Incorporation: FLORIDA

Taxpayer ID Number: 45-4003966 Duns #: 078354630

Check one of the following: [X] Independently owned and operated: [ ] An Affiliate or Division of:

Company Name: _____

Address: _____

_____

EXHIBIT H

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

_____LUIS BEATO_____

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

1. _____X_____ I am a United States citizen

OR

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

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

Signature of Applicant: _____

Date: _____

Printed Name: _LUIS BEATO_____

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).

Subscribed and Sworn Before Me, this the ____day of _____, 2025'

Notary Public:

_____

My Commission Expires: _____

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

EXHIBIT I
REFERENCES
ITB 2025-0003 Amphitheater Flexi Pave Project

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: VILLAGE OF PALMETTO BAY, FLORIDA

   Address: 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

   Contact: FANNY CARMONA, PARK AND RECREATION DIR. Phone: 305-259-1234

2. Company Name: CITY OF TAMPA PARKS AND RECREATION DEPARTMENT

   Address: 3402 WEST COLUMBUS DRIVE, TAMPA, FL 33607

   Contact: CHRIS THOMPSON, LANDSCAPE ARCHITECT Phone: 813 -274-5155

3. Company Name: CITY OF TAMPA BUILDING MAINTENANCE DEPARTMENT

   Address: 7525 NORTH BOULEVARD, TAMPA, FL 33604

   Contact: ROBERT RADKE, BLDG MAINT. SUPERVISOR Phone: 813-478-5284

EXHIBIT I
REFERENCES
SUBCONTRACTORS FORMS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: GEESEY'S ROCK & BLOCK DESIGNS

   Address: 84 GLEN OLEY DRIVE, READING, PA 19606

   Contact: BRYAN GEESEY Phone: 484-794-7544

2. Company Name: ETERNAL TURF ARTIFICIAL GRASS

   Address: 8401 LAKE WORTH ROAD, #103, WELLINGTON, FL 33467

   Contact: JOSE DIAZ Phone: 863-781-0148

3. Company Name: NA

   Address: _____

   Contact: _____ Phone: _____

4. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

5. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

End of Exhibit I.

EXHIBIT J
NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this_____day of_____, 2025

BEATO GROUP, INC.
(Name of Organization)

LUIS BEATO
(Title of Person Signing)

(Signature)

20250003 - INVITATION TO BID (ITB) AMPHITHEATER FLEXI PAVE PROJECT
(Bid Number)

ACKNOWLEDGEMENT

STATE OF_____)

COUNTY OF_____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this_____ day of _____,_____.

_____
Notary Public Signature

My Commission Expires:_____

EXHIBIT K
BID SCHEDULE
ITB 2025-0003 Amphitheater Flexi Pave Project

ITEM NO.	DESCRIPTION OF WORK	QTY.	UNIT	UNIT PRICE	EXT. PRICE
1.	KBI Flexi®-Pave HD2000	9,000	SF	$ 19.90	$ 179,100.00
2.	Excavation and Grading	9,000	SF	$ 3.71	$ 33,390.00
3.	Remove Irrigation System	1	Each	$ 33,365.00	$ 33,365.00
4.	Install Geotextile Fabric	9,000	SF	$ 3.71	$ 33,390.00
5.	Installation of subbase course materials (aggregate)	123	TON	$ 271.25	$ 33,363.75
6.	Mobilization	1	LS	$ 58,409.96	$ 58,409.96
				Total Cost	$ 371,018.71

Total Base Bid Amount: $371,018.71

Total Base Bid Amount in Words: THREE HUNDRED SEVENTY-ONE THOUSAND EIGHTEEN AND 71/100

Company Name: BEATO GROUP, INC.

Signature: _____

Print: LUIS BEATO

Contractor: BEATO GROUP, INC.

Signature: _____

Print: LUIS BEATO

Date: 3/19/2025

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

City of Stockbridge
ITB NO. 25-0003, Amphitheater Flexi Pave Project
Bid Tab

NAME OF BIDDER	Total Cost	Comments
Limitless Concrete & Works Inc.	$212,850.00	
Beato Group, Inc.	$371,018.71	

City of Stockbridge
ITB NO. 25-0003, Amphitheater Flexi
Bid Tab

NAME OF BIDDER
Limitless Concrete & Works Inc.
Beato Group, Inc.

Limitless Concrete & Works Inc.
3275 Bay View Dr. Jonesboro Ga. 30236

Limitless Concrete & Works Inc.

3275 Bay View Jonesboro, GA 30236

470-338-4613

Angel Luna, Project Manager

470-338-4613

angel@limitlessconcrete.net

S Corporation

Incorporated in Georgia on 07/18/2013

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/7/2023 7:36:17 PM

BUSINESS INFORMATION

CONTROL NUMBER	10088161
BUSINESS NAME	LIMITLESS CONCRETE AND WORKS, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	03/07/2023
ANNUAL REGISTRATION PERIOD	2023, 2024, 2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	3275 Bayview Dr, Jonesboro, GA, 30236, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Jose Luna	3275 Bayview Dr, Jonesboro, GA, 30326, USA	Clayton

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Jose Luna	CEO	3275 Bayview Dr, Jonesboro, GA, 30326, USA
Jose Luna	CFO	3275 Bayview Dr, Jonesboro, GA, 30326, USA
Jose Luna	SECRETARY	3275 Bayview Dr, Jonesboro, GA, 30326, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Jose Luna
AUTHORIZER TITLE	Authorized Person

CLAYTON COUNTY
COMMUNITY DEVELOPMENT

Permits and License Division

This registration must be displayed in a conspicuous place in your business establishment.
This registration is not transferable
Valid for Calendar Year 2025

Business Name:	LIMITLESS CONCRETE AND WORKS, INC.		
Business Location:	3275 BAY VIEW DR LAKE SPIVEY GA 30236	**Mailing Address:**	3275 BAY VIEW DR LAKE SPIVEY GA 30236
Owner:	LIMITLESS CONCRETE AND WORKS, INC.		
License Number:	HBL-007047-2024	**License Type:**	Home Business License
Issue Date:	2/5/2025	**Classification:**	In Jurisdiction
Expiration Date:	12/31/2025	**Business Type:**	238120 -Structural Steel and Precast Concrete Contractors

Restrictions and Comments:

Other Licenses:

County/State/Federal	Document No.	Holder Name	Expiration Date

This registration may be suspended or revoked if Federal, State or County Codes, Ordinances, or requirements are violated. Report any of the following changes to the Business License Division immediately: Ownership, Name, Location, Business Type, or additional lines of Business.

If this business closes before the end of the expiration date, please send us a signed written notification of the business closure and the last day of operation to the Business License Division address. It will properly inactivate your business license account and protect you from incurring late fees and penalties.

Stockbridge
Where Community Connects

EXHIBIT I
REFERENCES
ITB 2025-0003 Amphitheater Flexi Pave Project

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Waffle House

   Address: 5986 Financial Dr NW, Norcross, GA 30071

   Contact: Brent Campbell Phone: 678-701-0318

2. Company Name: Macon-Bibb County

   Address: 700 Poplar Street, 3rd Floor, Suite 308, Macon, GA 31201

   Contact: Keith Braswell Phone: 478-737-8733

3. Company Name: City of Rome, GA

   Address: 601 Broad Street, Rome, GA 30161

   Contact: Aaron Carroll Phone: 706-252-5118

NO SUBS

Stockbridge
Where Community Connects

EXHIBIT I
REFERENCES
SUBCONTRACTORS FORMS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____

   Address: _____

   Contact:_____ Phone: _____

2. Company Name: _____

   Address: _____

   Contact:_____ Phone: _____

3. Company Name: _____

   Address: _____

   Contact:_____ Phone: _____

4. Company Name: _____

   Address: _____

   Contact:_____ Phone: _____

5. Company Name: _____

   Address: _____

   Contact:_____ Phone: _____

End of Exhibit I.

BID-0029410

EXHIBIT D

BOND DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Limitless Concrete & Works Inc
(Name of Contractor) _____
(Address of Contractor) at 3275 Bay View Dr Jonesboro, GA 30236

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

[redacted]

(Address of Surety

A corporation of the State of NH, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stockbridge Georgia
(Name of Obligee)
4640 N Henry Blvd., Stockbridge, Georgia 30281
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of 5% of BID Dollars ($ 5%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stockbridge, Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid, No. 2025-0003

Amphitheater Flexi Pave Project

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stockbridge, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stockbridge, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stockbridge, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stockbridge,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America,

EXHIBIT D

BOND DOCUMENTS

not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.
Signed, sealed, and dated this 24th day of March, 2025.

ATTEST:

(Principal Secretary)

(SEAL)

Limitless Concrete & Works Inc.

Limitless Concrete & Works Inc
(Principal)

BY:

(Witness to Principal)

(Address)

3275 Bay View Dr Jonesboro, GA 30236

(Address)

62 Maple Ave Keene, NH 03431

(Surety)

ATTEST
BY: Michelle Holman
(Attorney-in-Fact) and Resident Agent

Michelle Holman
(Attorney-in-Fact)

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Shannon Adams
(Witness as to Surety)
350 E 96
(Address)
Indianapolis, IN 46240

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Limitless Concrete & Works Inc
Agency Name: Liberty Mutual Business Center - Unattached (CLSC) Bond Number: BID-0029410
Obligee: City of Stockbridge
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Michelle Holman** in the city and state of **Indianapolis, IN**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.

The Ohio Casualty Insurance Company

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 21st day of March, 2025.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Renee C. Llewellyn, Assistant Secretary

Stockbridge
Where Community Connects

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Limitless Concrete & Works Inc.

Address: 3275 Bay View Dr Jonesboro, GA 30236

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

~~E Verify~~ TM ~~Company Identification Number~~ 712149

~~Date of Authorization~~ 07/18/2013

~~BY: Authorized Officer or Agent~~ Angel

Date 03/21/2025

(Name of Person or Entity) Angel Luna

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

21st DAY OF March, 2025

Jessica

Notary Public

[NOTARY SEAL]

JESSICA FLORES
My Commission Expires
NOTARY PUBLIC
October 9, 2027
HENRY COUNTY, GEORGIA

My Commission Expires: 10/09/2027

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

NO SUBS

Stockbridge
Where Community Connects

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF_____, 2025

[NOTARY SEAL]

_____
Notary Public

My Commission Expires: _____

End of Exhibit E.

Stockbridge
Where Community Connects

EXHIBIT F
DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Service Provider), _____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Limitless Concrete & Works Inc.

Company Name

Angel 03/21/25

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Project Manager

Title of Authorized Officer or Agent of Service Provider

Angel Luna

Printed Name of Authorized Officer or Agent

End of Exhibit F.

Stockbridge
Where Community Connects

EXHIBIT G
CONTRACTOR INFORMATION FORM

(This form must be completed and returned with your response)

ITB Number: 2025-0003

Full Company Legal Name: Limitless Concrete & Works Inc.

Street Address: 3275 Bay View Dr

City, State, Zip Code: Jonesboro, GA, 30236

Contact Name for Solicitation: Angel Luna Title: PM

Telephone: 470-338-4613

E-mail: angel@limitlessconcrete.net

Company Web Site: _____

State of Incorporation: GA

Taxpayer ID Numbe [redacted] Duns #: _____

Check one of the following: ☒ Independently owned and operated: ☐ An Affiliate or Division of:

Company Name: _____

Address: _____

_____

Stockbridge
Where Community Connects

EXHIBIT H

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Limitless Concrete & Works Inc.

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

1. X I am a United States citizen

OR

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

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

Signature of Applicant: Anst

Date: 03/21/2025

Printed Name: Angel Luna

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 21 day of March, 2025'

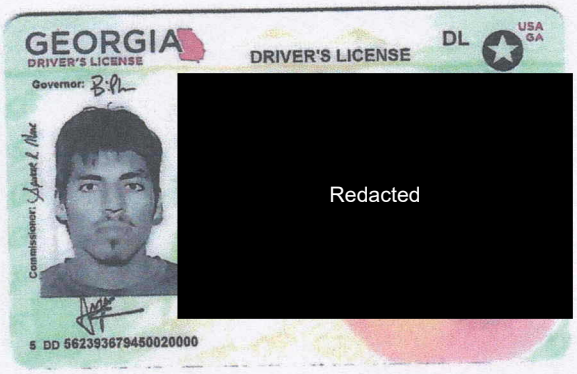
Notary Public: Jessica

My Commission Expires: 10/09/2027

JESSICA FLORES
My Commission Expires
NOTARY PUBLIC
October 9, 2027
HENRY COUNTY, GEORGIA

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

_____



Redacted

Redacted

Stockbridge
Where Community Connects

EXHIBIT J
NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 21st day of March 2025

Limitless Concrete & Works Inc.
(Name of Organization)

Authorized Agent
(Title of Person Signing)

(Signature)

2025-0003
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Clayton)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 21st day of March, 2025.

Notary Public Signature

JESSICA FLORES
My Commission Expires
NOTARY PUBLIC
October 9, 2027
HENRY COUNTY, GEORGIA

My Commission Expires: 10/09/2027

Stockbridge
Where Community Connects

EXHIBIT K
BID SCHEDULE
ITB 2025-0003 Amphitheater Flexi Pave Project

ITEM NO.	DESCRIPTION OF WORK	QTY.	UNIT	UNIT PRICE	EXT. PRICE
1.	KBI Flexi®-Pave HD2000	9,000	SF	$ 16.20	$ 145,800.00
2.	Excavation and Grading	9,000	SF	$ 3.60	$ 32,400.00
3.	Remove Irrigation System	1	Each	$ 3,500.00	$ 3,500.00
4.	Install Geotextile Fabric	9,000	SF	$ 0.35	$ 3,150.00
5.	Installation of subbase course materials (aggregate)	150	TON	$ 170.00	$ 25,500.00
6.	Mobilization	1	LS	$ 2,500.00	$ 2,500.00
				Total Cost	$ 212,850.00

Total Base Bid Amount: $ 212,850.00

Total Base Bid Amount in Words: Two hundred twelve thousand eight-hundred fifty dollars

Company Name: Limitless Concrete & Works Inc.

Signature: Angel

Print: Angel Luna

Contractor: Limitless Concrete & Works Inc.

Signature: Angel

Print: Angel Luna

Date: 03/21/2025

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Redacted		6, 12, 14

City of Stockbridge

AGENDA ITEM

MEETING DATE

March 25, 2025

- [x] 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
- [ ] 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:

Right-of-Way Abandonment.

BACKGROUND INFORMATION:

Petitioner is requesting the abandonment of Feutch Road located on their property at 2250 Jodeco Rd, Stockbridge GA, parcel # 053-01017005.

SIGNATURES: Mayor

CITY MANAGER _____

CITY TREASURER N/A

CITY ATTORNEY _____

- [ ] FINANCIAL IMPACT [x] N/A

AMOUNT _____

ATTACHMENTS: [x]

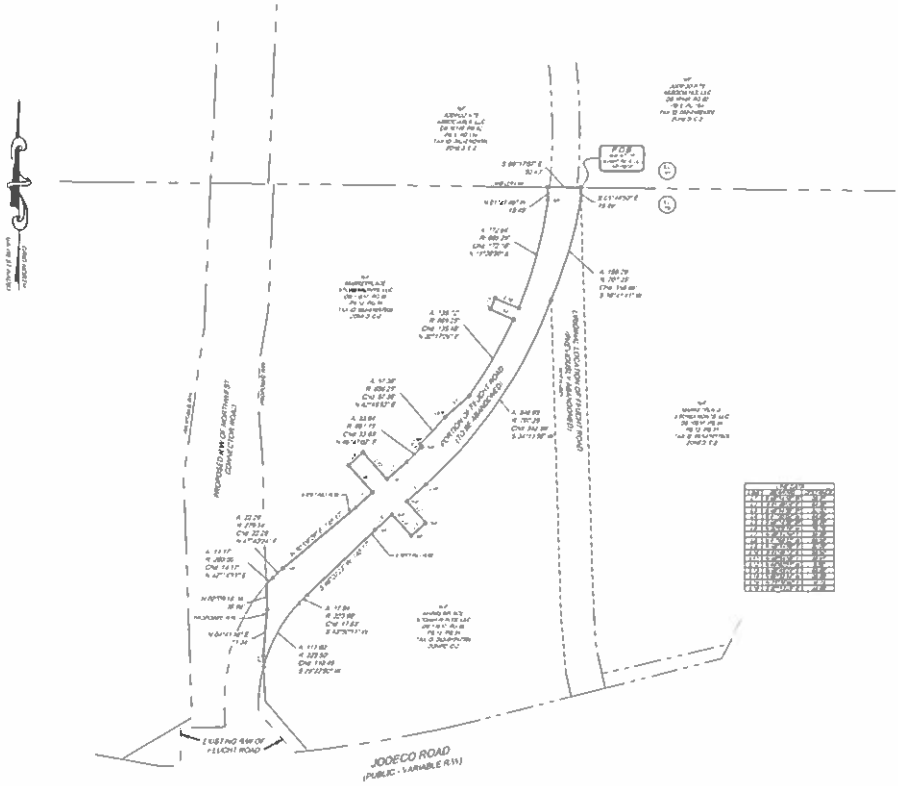
PORTION OF FEUCHT ROAD – RIGHT-OF-WAY ABANDONMENT

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 78, 6TH DISTRICT, HENRY COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN AND PLASTIC CAP PLACED AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FEUCHT ROAD (HAVING A VARIABLE RIGHT-OF-WAY) WITH THE NORTH LINE OF LAND LOT 78, THENCE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF FEUCHT ROAD THE FOLLOWING METES AND BOUNDS; S 01°44'50" E A DISTANCE OF 19.49 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 159.29 FEET, A RADIUS OF 707.25 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 16°41'41" W AND A CHORD DISTANCE OF 158.95 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 346.03 FEET, A RADIUS OF 707.25 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 34°13'56" W AND A CHORD DISTANCE OF 342.59 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 48°14'56" W A DISTANCE OF 39.91 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 41°45'04" E A DISTANCE OF 44.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 48°14'56" W A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 41°45'04" W A DISTANCE OF 44.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 48°14'56" W A DISTANCE OF 35.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 46°20'23" W A DISTANCE OF 145.17 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 17.84 FEET, A RADIUS OF 223.68 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 43°50'11" W AND A CHORD DISTANCE OF 17.83 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 111.60 FEET, A RADIUS OF 223.50 FEET AND BEING SUBTENDED BY A CHORD BEARING OF S 29°22'50" W AND A CHORD DISTANCE OF 110.45 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY OF THE PROPOSED NORTHWEST CONNECTOR ROAD; THENCE, ALONG SAID PROPOSED RIGHT-OF-WAY, THE FOLLOWING METES AND BOUNDS: N 02°09'18" W A DISTANCE OF 16.76 FEET TO A POINT; THENCE N 04°41'16" E A DISTANCE OF 71.34 FEET TO A POINT; THENCE N 02°09'18" W A DISTANCE OF 36.96 FEET TO A POINT ON THE EXISTING NORTHWESTERLY RIGHT-OF-WAY OF FEUCHT ROAD; THENCE, ALONG SAID RIGHT-OF-WAY, THE FOLLOWING METES AND BOUNDS: ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 14.17 FEET, A RADIUS OF 280.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 42°14'11" E AND A CHORD DISTANCE OF 14.17 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 22.28 FEET, A RADIUS OF 279.54 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 47°40'24" E AND A CHORD DISTANCE OF 22.28 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 50°09'29" E A DISTANCE OF 145.17 FEET TO A POINT; THENCE N 48°14'56" E A DISTANCE OF 35.00 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE N 41°45'12" W A DISTANCE OF 55.50 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE N 48°14'56" E A DISTANCE OF 30.00 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE S 41°45'12" E A DISTANCE OF 55.50 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 48°14'56" E A DISTANCE OF 39.91 FEET TO A POINT; THENCE ALONG THE

ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 33.84 FEET, A RADIUS OF 661.75 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 46°47'02" E AND A CHORD DISTANCE OF 33.83 FEET TO A TO A CONCRETE MONUMENT FOUND; THENCE N 44°40'51" W A DISTANCE OF 5.50 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 57.38 FEET, A RADIUS OF 656.25 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 42°48'52" E AND A CHORD DISTANCE OF 57.36 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 48°48'24" E A DISTANCE OF 48.96 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 135.72 FEET, A RADIUS OF 665.25 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 30°17'26" E AND A CHORD DISTANCE OF 135.48 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE N 65°33'14" W A DISTANCE OF 39.00 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE N 23°36'40" E A DISTANCE OF 18.25 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE S 67°13'25" E A DISTANCE OF 39.00 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 172.64 FEET, A RADIUS OF 665.25 FEET AND BEING SUBTENDED BY A CHORD BEARING OF N 15°20'30" E AND A CHORD DISTANCE OF 172.16 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 01°45'46" W A DISTANCE OF 19.49 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF FEUCHT ROAD AND THE NORTH LINE OF LAND LOT 78; THENCE, ALONG SAID LAND LOT LINE, S 89°17'07" E A DISTANCE OF 50.43 FEET TO A 1/2" IRON PIN AND PLASTIC CAP PLACED
BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.983 ACRES OR 42,812 SQUARE FEET.



SURVEYOR'S NOTES

PURPOSE

- [illegible]

PROCEDURE

- [illegible]
- [illegible]

LEGAL

- [illegible]

MEES

- [illegible]

STATEMENT BOUNDARY OF [illegible] & METES AND

- [illegible]

[illegible] & [illegible]

- [illegible]

[illegible]

- [illegible]

[illegible]

1. [illegible]
2. [illegible]
3. [illegible]

[illegible]

- [illegible]

LEGEND

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

R/W ABANDONMENT AREA

[illegible] ACRES / [illegible] SQ. FT.

SCALE: [illegible]

RIGHT-OF-WAY ABANDONMENT EXHIBIT

OF

PORTION OF FEUCHT ROAD

[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	

[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	

[illegible]

FLORIDA REVIEW

02-12-25

METRO ENGINEERING & SURVEYING CO., INC.

[illegible]

STATE OF GEORGIA

COUNTY OF HENRY

PETITION

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE

HENRY COUNTY, GEORGIA

Marketplace Storefronts, LLC respectfully submit this petition and request
(Name of Petitioner)

that a portion or all of Feutch Road
(Name of street or location of alley or right-of-way)

lying (General description of location) in 18.070 acres owned by Marketplace Storefronts, LLC address of 2250 Jodeco Rd adjacent to the new Western Parallel Connector as shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of O.C.G.A. §32-7-2 & 32-7-4.

In support of this petition, your petitioner respectfully alleges that:

1. (Reason for requesting closing)
Georgia Department of transportation has aquired and is constructing the Western Parallel Connector which replaces Feutch Road. This request is to obtain the old Feutch road which would make our property contigous. Also, develop-plans have been previously approved by the City of Stockbridge which includes the property as part of the plans.

2. The closing of the street is not contrary to the public interest.
3. No individual, partnership, or corporation owning property in the vicinity of Feutch Road street or in the subdivision in which it is located will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.
5. The street (or portion thereof), requested to be closed and abandoned has not been previously accepted by the Georgia Department of Transportation for maintenance.

Wherefore, petitioner respectfully requests the City Council of the City of Stockbridge consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the _____ day of _____, _____

, Managing member

(Signature of Petitioner)
Marketplace Storefronts, LLC

(Print name)

Address: 1418 Dresde Drive, Suite 200

Brookhaven GA 30319

Marketplace Storefronts, LLC

REQUEST FOR ABANDONMENT

February 6, 2025

City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

Re: Request for the Abandonment of a portion of Feucht Road AKA Feucht Drive

I, Tim P. Jones, being the Manager of Marketplace Storefronts, LLC, request for the abandonment of a portion of Feucht Road, AKA Feucht Drive, on behalf of Marketplace Storefronts LLC. Marketplace Storefronts LLC is the 100% owner of 2250 Jodeco Road which is divided by the requested site. The requested Abandonment is for Road & Right of Way. The Road is being replaced by the Western Parallel Connector which is currently under construction by Georgia Department of Transportation (GDOT).

Attached is a site plan which depicts the approximate location and area of proposed abandonment.

Thank you for your consideration on this matter.

Regards,

Tim P. Jones, Manager

1418 DRESDEN DRIVE, SUITE 200, BROOKHAVEN, GA 30319 PH: 404-268-8888

City of Stockbridge

AGENDA ITEM

MEETING DATE

March 25, 2025

- [x] 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
- [x] 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:

Professional Design Services Agreement for Memorial, Clark, and Gardner Parks. Project will be funded from SPLOST V.

BACKGROUND INFORMATION:

The Consultant will provide services to produce design and bid documents for Clark + Memorial Parks, as well as the trail design described below that will link Clark Park with Downtown Stockbridge, City Hall, the Amphitheater, the MLK Sr. Heritage Trail and ultimately connecting with other trail spurs and existing City greenways in future phases.

SIGNATURES: Mayor

CITY MANAGER _____

CITY TREASURER _____ 3/5/2025

CITY ATTORNEY _____

[x] FINANCIAL IMPACT [ ] N/A

AMOUNT **775,000.00**

ATTACHMENTS: [x]

PROFESSIONAL DESIGN SERVICES AGREEMENT

Design Services | Memorial, Clark, and Gardner Parks

This AGREEMENT is dated and in effect as of the _____, _____

Between:

Owner/Company: **City of Stockbridge**

Address: **4640 North Henry Boulevard, Stockbridge, GA**

Hereafter referred to as "Owner", and

Tunnell Spangler Associates dba, TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

This agreement is with respect to design services for the Owner, hereinafter referred to as the "Work." Whereas Consultant is a design professional of good standing; Whereas, Owner wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

DESCRIPTION OF WORK:
The scope of work includes planning design services for:

Memorial, Clark, Gardner Parks and the MLK Sr. Trail connections
Hereafter referred to as "Project".

Located at:
Stockbridge, GA

The Scope of work is described in **Exhibit A.**

SCHEDULE:
The full length of this contract is as follows:

Starting date is the _____ day of _____, _____ and estimated completion date for design is 9 months from execution of this agreement.

Consultant agrees to provide project deliverables on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Owner should be aware that failure to submit required information or materials may cause subsequent delays in production. Owner delays could result in significant delays in delivery of finished work.

FEES:
Refer to "**Exhibit B – Fees**".

Additional Services will be authorized in writing by the Owner before commencing work. Work will be billed monthly based upon the percentage of work completed. A complete breakdown of the fee by tasks is included in Exhibit B "Fee".

Owner warrants that funds are available to compensate Consultant for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Owner shall notify Consultant of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at the rate of 1.5% to delinquent accounts for professional services.

Accounts delinquent longer than 60 days will result in the stoppage of work. Seven days' notice will be given prior to the stoppage of work to enable accounts to be brought current. Work will commence upon payment of all fees and service charges due.

The hourly rates specified in this Agreement shall be subject to an annual adjustment on January 1st of each year with the maximum increase capped at 5% per year unless otherwise agreed upon in writing by both parties.

ADDITIONAL SERVICES:

Work shall be completed based on the SCHEDULE section of this agreement. Changes in Owner input or direction, excessive changes, or major deviation from the project schedule may be cause for additional services. Any Work the Owner wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement will be considered an additional service. Such Work shall require written approval, an amendment to this Agreement and payment in addition to that specified in this Agreement.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Owner agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Owner for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Owner.

TERMINATION:

In the event of termination, suspension, or abandonment of the Project by the Owner, the Consultant shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Consultant to suspend or terminate services. Either party may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

The Owner and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal, or partner of or joint venture with the other party. Neither the Owner nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.
This Agreement shall be governed by and construed in accordance with the laws of the place where the Project is located applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _ Date: _____
Signature

Print Name: _____ Title:_____

On behalf of Consultant: _____ Date: _____
Signature

Print Name:_____ Title:_____

EXHIBIT A: SCOPE OF SERVICES

Design Services | Clark, Memorial Parks + Downtown Trail Connections

Stockbridge GA

A. Project Information

PROJECT ROLES

The following list of consultants covers the design program through construction documents.

Scope Area Responsibility	Role	Firm
Project Management	Prime	TSW LA Studio
Landscape Architecture	Sub Consultant	TSW LA Studio
Civil Engineering	Sub Consultant	Eberly Associates
Water Planning + Engineering	Sub Consultant	SWP+E
Transportation Planning	Sub Consultant	TSW Transportation
Architecture	Sub Consultant	TSW Architecture
Building MEP	Sub Consultant	Proficient
Structural (building)	Sub Consultant	Stability Engineering
Structural Engineering (site)	Sub Consultant	Browder+ Leguizamon
Site Electrical – Parks only	Sub Consultant	Proficient
Geotechnical	Sub Consultant	WSP
Cost Estimating	Sub consultant	TSW

PROJECT UNDERSTANDING

The Consultant will provide services to produce design and bid documents for Clark + Memorial Parks, as well as the trail design described below that will link Clark Park with Downtown Stockbridge, City Hall, the Amphitheater, the MLK Sr. Heritage Trail and ultimately connecting with other trail spurs and existing City greenways in future phases.

Clark + Memorial Parks: Phase 1 of the park scope will be selected from portions of the construction program established as part of the Schematic Park Designs for Clark and Memorial Parks completed in 2024 see "EXHIBIT C". The design program will be finalized as part of the initial phases or work and fall within the budgets identified below.

Clark + Gardner Parks: A stream stabilization and erosion control planning study will be conducted on Brush Creek where it passes through both parks to evaluate the design needs within the flood plain.

Trail Design: The trail connectors provided in this scope are based upon the descriptions from Henry County's funded SPLOST initiatives. The scope of work specifically includes three trail segments:

1. Burke Street (the MLK Sr. Heritage Trail): beginning at Clark Park
2. Love Street (the Downtown Trail Connector) connecting Downtown Stockbridge with the Amphitheater and City Hall along E Atlanta Road. This work will exclude design work and construction work within the railroad right of way.
3. A north/south connection under the US-23 bridge.

The alignment as proposed will coincide with existing street rights-of-way and does not include railroad coordination.
Each of the 3 projects (Clark Park, Memorial Park, and the Trail Connections) will be developed as a separate set of bid documents. The portions of the trails that fall within the limits of Clark and Memorial Parks will be included in the construction documents for those parks.

The construction budgets are based on current SPLOST funds for park and trail development as listed below for each area:

- **Clark Park – Phase 1: $3,500,000**
- **Memorial Park – Phase 1: $3,000,000**
- **Downtown Trail Connector: $1,200,000**
    - **Love St.(.1/8 mile) with RR Crossing Improvement $500,000,**
    - **Burke St. (including portions within Clark Park - 3/8 mile) $500,000,**
    - **Brush Creek Trail (within Clark Park - 1/8 mile) $200,000.**

Modifications and /or expansions to the scope of work due to Owner requests or unforeseen conditions shall be cause for additional services. TSW will notify the Owner in a timely manner and make a request as needed to meet the needs of the project.

DESIGN SCHEDULE (APPROX. WEEKS)

Design Development (20 weeks)
Construction Documents (24 weeks)
Permitting (12 weeks)
Bidding (4 weeks)
Construction Phase (12 months)

ASSUMPTIONS

- This work will be developed as 3 separate bid sets: one for each park and one for the trail work.

- This work includes a planning study for the waterway and recommendations for stabilization and improvement within Clark Park and Gardner Park. Once a construction program for areas within the flood plain and stream buffer has been finalized, TSW will develop a cost for that design and permitting work.
- Design, permitting, and coordination for work within the railroad right of way is not included in the scope and may be provided at an additional cost.
- Architecture work includes a single restroom design with communal gender-oriented restrooms, multiple locations will be permitted per the final plans.
- All buildings will be designed in concurrent phases.
- This project will not use irrigation.

EXCLUSIONS

- Subsurface utility investigation or design of communications lines, gas lines, or electrical lines beyond the service meter.
- Design and permitting costs for improvements within flood plains, stream buffers and wetlands excluded from this scope. Fees for this work will be developed upon completion of the waterway planning study.
- As built drawings.
- Traffic studies
- Turbidity Monitoring and Monitoring Visits during construction as may be required by the Georgia NPDES General Permit
- Wetland delineations, permits, or environmental assessments.
- Railroad coordination

B. Basic Services

1.0 SURVEY ADDITONS

1.1 Expanded survey areas required for Clark and Memorial Parks to cover expanded scope areas. This will include standard topographic, hardscape, utilities, and trees over 6" in dia. **Figures 1 and 2** show the areas to be surveyed in red.

FIGURE 1 - MEMORIAL PARK

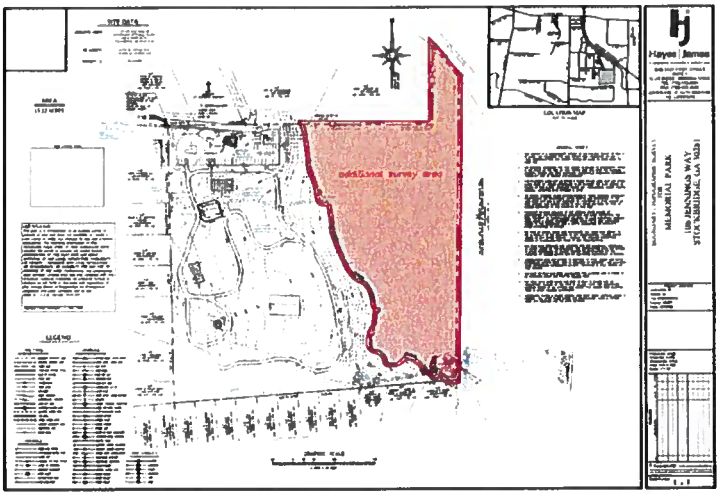
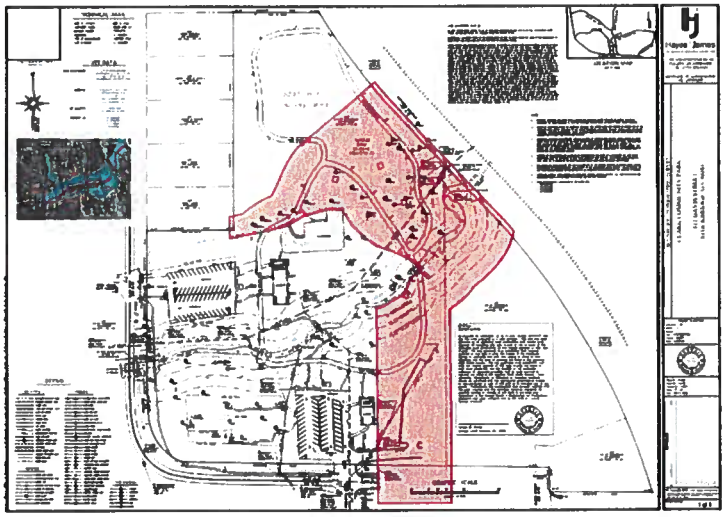


FIGURE 2 - CLARK PARK



1.2 Survey shall be required along the proposed trail alignment as identified in the SPLOST initiatives (see **Figure 3** below). This will include right-of-way information, inclusive of property corners and ownership along both sides of the proposed trail alignment, as well as easements. Title research shall be performed, particularly in areas near the railroad between Love Street and First Street, to determine encumbrances and to better delineate jurisdictional control. The survey shall include both sides of existing roadways and features within 30-feet of the right-of-way along the proposed alignment, and 60-feet along any intersecting streets. Features to be surveyed include topographic, hardscape, structures, utilities, drainage, street furnishings and signage, and trees over 6" in dia.

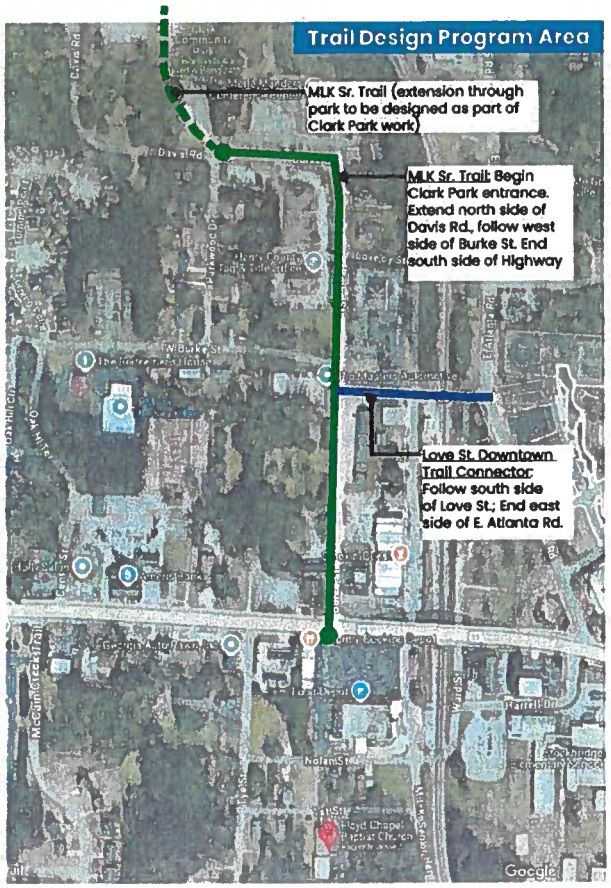


FIGURE 3 - DOWNTOWN TRAILS

2.0 SCHEMATIC DESIGN (TRAIL DESIGN ONLY)

2.1 Initial Coordination: The CONSULTANT will coordinate with the City of Stockbridge, the PATH Foundation, and others as needed to collect background information, including any prior reports and plans for Stockbridge greenways, the MLK Sr. Heritage Trail, and adjoining streetscapes or other similar capital projects.

2.2 Kick-Off Meeting: The CONSULTANT will conduct a project kick-off meeting with key representatives from the City of Stockbridge, the PATH Foundation, and other technical project members as identified by the Owner. The meeting will not only help refine the project's overall design objectives, but also will identify and set expectations for any other stakeholder engagement.

Other meetings will be conducted as necessary, including coordination with GDOT at intersections with state right-of-way, as well as coordinating with local utilities.

2.3 Site Assessment: The CONSULTANT will conduct a site visit and walk to become familiar with the trail's context, its safety conditions, and its nearby connections. Site walks will

include other technical team members, if possible, for a more comprehensive understanding of the work to be performed.

2.4 **Engagement:** The CONSULTANT will conduct two targeted stakeholder meetings with property and business owners adjoining the trail alignment. The first of these meetings is intended to share project information and gather feedback. The second meeting will be to share the schematic design. Feedback will be reviewed with the Owner and the schematic design will be adjusted to respond to feedback wherever possible.

2.5 **Schematic Design:** The CONSULTANT will develop an illustrative graphic that pulls together the horizontal alignment and dimensions of the primary trail and its connections, the material palette and colors, landscape elements, wayfinding/branding, and graphic section views. The CONSULTANT will ensure that all design interventions adhere to applicable standards such as any adopted City design standards, as well as other references such as PROWAG/ADA, GDOT design standards, NACTO Design Guidelines, the MUTCD, and the AASHTO Bicycle Facilities Design Guide.

The CONSULTANT will make one (1) informal progress submittal of the Schematic Design before advancing to 30% complete, followed by a formal review set at 30% complete for initial pricing and Owner review. Following Owner review the CONSULTANT will refine the plans 1 time if needed based upon feedback received.

2.5.1 **Deliverables:**

- Illustrative graphic showing design of the entire project length
- Trail identity and wayfinding concept
- Typical sections
- 30% Preliminary Design Package, including existing utility locations, initial stormwater approach, landscape/lighting scheme, and any preliminary ROW or easement needs.
- Preliminary design estimate

3.0 **STREAM STABILIZATION AND EROSION CONTROL:** There are three components of this scope, a stream walk and habitat assessment and a report with recommendations and funding support.

3.1 **Stream Walk and Habitat Assessment.** The stream walk and habitat assessment will follow the visual-based physical habitat assessment portion of the EPD *Standard Operating Protocols (SOP) for Macroinvertebrate Biological Assessment of Wadable Streams in Georgia* for high gradient streams. The protocols include ten parameters that are rated individually and then combined into an overall score (Optimal, Suboptimal, Marginal, or Poor) for each reach. Assessments will be performed

approximately every 400 feet or at distinct changes in habitat conditions or at stream confluence points. This scope of work assumes less than one day for field assessments for the major streams within the three parks. The assessment will also include a review of Georgia Flood Maps and other relevant information that supports understanding of existing conditions and beneficial recommendations such as a review of available historical aerials/topography or soils.

3.1.1 **Stream Habitat Assessment Output Map.** The data is beneficial as it serves as a benchmark for documenting any changes in conditions over time or as the result of a specific action.

3.2 **Report with Recommendations**. This report will summarize the current conditions of the streams within the three city parks. The current conditions will include the result of the habitat evaluation as well as a review of the Georgia Flood Maps and other relevant information. Relevant information often includes a review of historical aerials and/or review of site soils. The evaluation results will include a spreadsheet showing the results for each screen reach for each of the ten parameters and a figure showing the overall habitat ranking by stream reach.

The report is expected to include a range of recommendations to address streambank erosion and mitigate the impacts of flood events on park facilities. Common recommendations include streambank vegetation improvements, options to address minor erosion and/or bank undercutting, and options to address moderate or severe erosion. The plan may include additional floodplain analysis such as Hydrologic & Hydraulic modeling to determine the flood reduction benefit of different alternatives. Many of the recommendations will require additional design and evaluation prior to implementation. Due to the planning nature of the document, site specific cost estimates will not be developed. SWP&E can provide a range of costs or review costs developed by TSW and suggest modifications based on experience with similar projects in Georgia.

The recommendations will also include possible funding sources for implementation, if applicable.

3.3 **Funding Support (additional services).** SWP&E will participate in conversations with the City, and/or potential funding agencies. If desired SWP&E can assist with completing grant applications on an hourly basis. This task includes meetings to evaluate potential grant funding options available with any limitations and/or match requirements.

4.0 DESIGN DEVELOPMENT (TRAIL + PARK DESIGN)

4.1 Due Diligence

4.1.1 **Geotechnical:** The CONSULTANT will perform geotechnical investigations in preparation for the design work. Borings will be obtained in locations as required to complete the project work. The number and depth of borings will be adjusted as required to meet project needs. Listed below is specific information to be included in the geotechnical reports.

4.1.2 **Deliverables** (location and number of borings TBD)

- Test Location Plan
- SPT/CPT Logs
- Summary of Laboratory Data
- Discussion of General Soil Conditions
- Site Preparation Guidelines
- Foundation Evaluation and Recommendations

4.2 **Design Development Drawings:** The CONSULTANT will develop Design Development plans on the approved Schematic Design. Detailed plan drawings and typical site details will be developed. The final deliverables for Design Development include plans, prototypical details and finishes, enlargements, conceptual grading plans. The CONSULTANT will make 1 informal progress submittal of the Design Development Package at 60% complete and a formal review set at 90% complete for pricing and Owner review. Following Owner review the CONSULTANT will refine the plans 1 time if needed to bring the project within budget.

- **Restroom Design:** building floor plans and elevations will be developed for the large Restroom Building with Communal Stalls. The plans will include materials recommendations, MEP requirements narratives, and structural requirements narratives.
- **Stormwater Planning:** the CONSULTANT will develop a preliminary stormwater management plan for each park to include pre and post development volumes, size and size and location of stormwater features.
- **Utility Planning:** the CONSULTANT will develop a preliminary utility diagram for each park based on the programming demands including electrical, water, and sanitary.
- **Construction Phasing Recommendations:** The CONSULTANT will work with the City to finalize construction budgets for the initial and future phases of construction based on the identified budget and time constraints.

- **Trail Design Plans:** the CONSULTANT will generate Design Development plans, indicating the proposed scope of demolition and new construction along the proposed trail alignment, including wayfinding locations, stormwater design and utility relocation, and (where needed) anticipated right-of-way or easements.

4.2.1 Hardscape Design:

4.2.1.1 Design hardscape elements such as pathways, plazas, seating areas, and structures.

4.2.1.2 Develop conceptual grading plans.

4.2.1.3 Specify materials, colors, textures, and materials details for hardscape features.

4.2.1.4 Ensure accessibility and compliance with relevant codes and standards.

4.2.2 Planting Design:

4.2.2.1 Develop a planting plan specifying plant species, quantities, and locations.

4.2.2.2 Emphasize native and climate-appropriate vegetation to enhance biodiversity and sustainability.

4.2.2.3 Provide planting palettes and coverage.

4.2.3 Lighting Design:

4.2.3.1 Design a lighting plan to enhance safety, usability, and ambiance within the landscape.

4.2.3.2 Specify fixtures, placement, and lighting effects for pathways, focal points, and gathering areas.

4.2.3.3 Consider energy efficiency and nighttime visual impact.

4.2.4 Detailing and Material Specifications:

4.2.4.1 Provide detailed drawings and specifications for all design elements.

4.2.4.2 Specify materials, dimensions, construction techniques, and installation methods.

4.2.4.3 Coordinate with engineers and contractors to ensure technical feasibility.

4.2.5 Sustainability and Environmental Considerations:

4.2.5.1 Integrate sustainable design principles such as water conservation, stormwater management, and renewable materials.

4.2.5.2 Implement green infrastructure strategies to enhance ecological functionality.

4.2.5.3 Specify maintenance practices to support long-term environmental stewardship.

4.2.6 Utility Coordination

4.2.6.1 Confirm existing utilities along the project route and submit plans to utility owners.

4.2.6.2 Assist the City in writing letters to utility owners to accompany coordination plans and reviewing submittals by the utility companies.

4.2.6.3 Conduct Utility Coordination and de-confliction meetings to discuss options for the relocation of existing facilities along the project route.

4.2.7 Presentation and Stakeholder Engagement:

4.2.7.1 Prepare presentation materials to effectively communicate design intent.

4.2.7.2 Facilitate client meetings and up to 1 workshop with City identified stakeholders to review design progress and gather feedback.

4.2.7.3 Adjust design based on client input while maintaining project goals and budget constraints.

4.2.8 Deliverables: (Digital PDF)

- Draft submittal, and (1) final submittal of Design plans for each park including enough detail to inform pricing. Overall layout plans: 1"=20'; key area enlargements: 1"=10'.
- Sheets
  - Clark: (3) 20 scale sheets; (5) 10 scale enlargements
  - Memorial: (4) 20 scale; (6) 10 scale enlargements
- Overall Hardscape Plan identifying hardscape elements for parking lots, sidewalks, boardwalks, patios, walls, stairs, roof gardens, and ramps
- Layout Plan identifying structures, furniture, and lighting.

- Design intent imagery and details for project elements including pavilions, water features, signs, and playgrounds.
- Restroom Architectural plans and elevations – 1 plan and 2 elevations; preliminary mechanical requirements, preliminary structural requirements.
- Preliminary stormwater plan for each park and all proposed trail segments.
- Utility master plan for each park and all proposed trail segments.
- Stream stabilization and Erosion Control recommendations for Clark Park and Gardner Park
- Pricing breakdown for each park
- Pricing breakdown for downtown trail connections, organized by segment.
- Construction phasing recommendations map and budget breakdown for each park.
- Meetings: Monthly design review calls, and 1 in person presentation per park to the council; up to 2 stakeholder input workshop.

5.0 **CONSTRUCTION DOCUMENTS (TRAIL + PARK DESIGN):** TSW will develop construction Plans based upon the approved Design Development Plans. The documents shall include both detailed and performance landscape plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent at the lowest possible cost. 80% plans set will be for interdisciplinary review, final Owner review and comments on design. 100% NFC plans are for bidding and permitting. The 100% Construction Plans will consider any permitting comments and final VE changes.

5.1.1 **Deliverables:** (Digital PDF)

- 80% Construction plans (interdisciplinary coordination set)
- 100% NFC Plans
  - Site Drawings
    - Demolition plans
    - Erosion Control
    - Layout plans
    - Staking plans
    - Grading plans
    - Landscape Plans
    - Details
  - Structural Drawings

    - Electrical Drawings
    - Irrigation Drawings
    - IWF drawings (memorial park only)
    - Architecture drawings
    - Building structural drawings
    - Building MEP drawings
    - Design specifications + Plan Notes

- 100% Construction Plans
    - Site Drawings
        - Demolition plans
        - Erosion Control
        - Layout plans
        - Staking plans
        - Grading plans
        - Landscape Plans
        - Details
    - Structural Drawings
    - Electrical Drawings
    - Irrigation Drawings
    - IWF drawings (memorial park only)
    - Architecture drawings
    - Building structural drawings
    - Building MEP drawings
    - Design specifications + Plan Notes
    - Prepare notice to bidders (bid letting by City)
- Meetings: By weekly design review calls, and 1 in person meeting per month during the design process.

6.0 PERMITTING

6.1 The design team will submit permits for all design elements of the project as required by applicable jurisdiction authorities. This work will include submitting plans, responding to questions, and plan modifications to address comments. The City will be responsible for paying any applicable permitting fees.

7.0 BIDDING ASSISTANCE

7.1 Consultant will assist the Owner during bidding by answering contractor questions, evaluating bids, and making a bid selection recommendation.

- **Deliverables**
    - Bid Q/A
    - Bid evaluation +recommendation.

8.0 CONSTRUCTION ADMINISTRATION (Hourly): TSW will lead the process through Construction Administration, representing the design team on the Owner's behalf to ensure compliance with the contract documents, solve problems in the field, manage cost for construction changes. Typical actions include:

- **Deliverables**
  - Attend bi-monthly OAC meetings.
  - Address unforeseen issues in the field on a timely basis to keep construction moving.
  - Review and approve Pay Applications
  - Site inspections and field reports for design review
  - Change order RFP's
  - Change order review and approval.
  - Submittal review and approval
  - RFI review
  - ASI productions
  - Substantial completion punch walk
  - Final completion review
  - Close out documents review
  - Warrantee review

EXHIBIT B: FEE

The professional fees are based on the construction scope and construction budgets described in *Exhibit A Project Understanding*.

The work described herein is priced as a package including design work for the park sites and planning and design work for the trail connections. Tasks 1-7 will be completed for a **LUMP SUM** fee of **$775,000 EXCLUSIVE OF EXPENSES**. Task 8 will be provided as an hourly service. All lump sum fees will be billed monthly based on the percentage of work completed. Hourly fees will be billed monthly based on time worked. Expenses will be billed monthly at direct cost. All work outside this scope of services will be approved in writing before commencing work.

FEE DETAIL

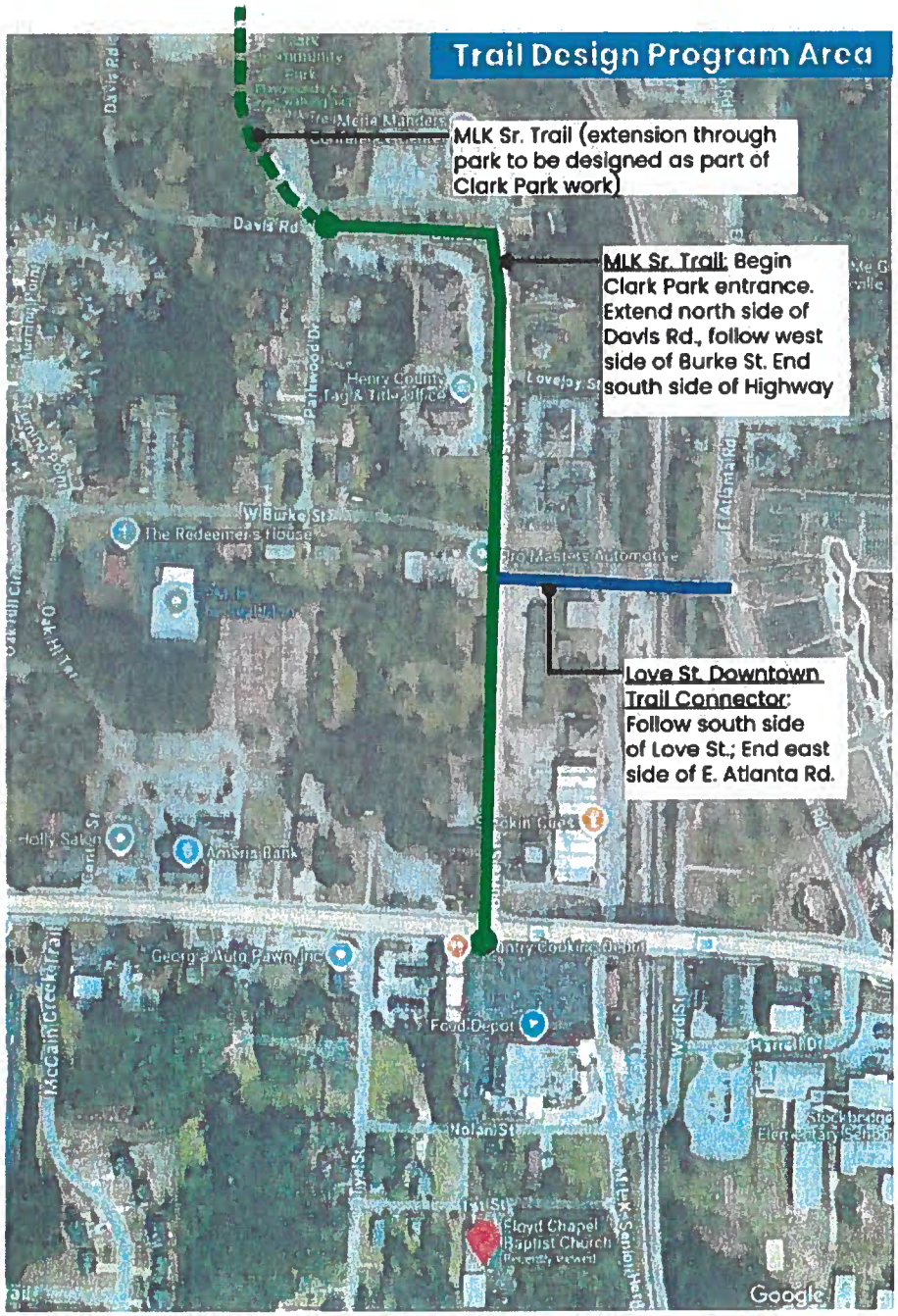
	Clark Park	Memorial Park	Trail Design
1.0. Survey Additions	$17,000 LS	$16,000 LS	$12,000 LS
2.0. Stream Study	$9,000 LS	N/A	N/A
3.0. Trail Schematic + Public Input	N/A	N/A	$27,000 LS
4.0. Design Development	$87,000 LS	$79,000 LS	$27,000 LS
5.0. Construction Documents	$155,000 LS	$144,000 LS	$45,000 LS
6.0. Permitting + NPDES	$42,000 LS	$39,000 LS	$40,000 LS
7.0. Bidding	$17,000 LS	$15,000 LS	$4,000 LS
8.0. Construction Administration	HOURLY	HOURLY	HOURLY
Total Lump Fees	**$327,000 LS**	**$293,000 LS**	**$155,000 LS**

Hourly Rate Schedule

Principal LA	$230
Project Manager	$ 130
Landscape Architect	$ 130
Landscape Designer	$ 90
Principal Architect	$230
Senior Architect	$ 140
Intern Architect $	$ 100
Principal Engineer	$ 315
Associate Engineer	$270
Sr. PM Engineer	$255
Sr. Proj. Engineer	$215
Project Engineer	$200
Struct/MEP	$255

EXHIBIT C: SCHEMATIC DESIGN PLANS

The design scope and fees are based on the schematic design plans for each park included below.



CLARK PARK
PLAN - NORTH
Park Design Program Area
SEE CLARK PARK SOUTH PLAN
TSW

CLARK PARK
PLAN - SOUTH
SEE CLARK PARK NORTH PLAN
TSW

MEMORIAL PARK
PLAN - WEST
Park Design Program Area
SEE MEMORIAL PARK EAST PLAN
TSW

City of Stockbridge

AGENDA ITEM

MEETING DATE

March 25, 2025

- [x] 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
- [x] TSPLOST
- [ ] CDBG
- [ ] GRANT FUNDING
- [ ] COUNCIL INITIATIVE
- [ ] PARTNER/SPONSOR
- [ ] DEPARTMENT BUDGET
- [ ] BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron/Eric Ganther (PATH Foundation)

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Brush Creek Trail Project Services Agreement. Project will be funded out of TSPLOST.

BACKGROUND INFORMATION:

The PATH Design Team will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for 0.25-mile, twelve-foot wide, concrete multi-use trail connecting Clark Community Park to Club Place following the Brush Creek corridor. A mid-block crossing is proposed on Davis Road.

SENDING EDITED CONTRACT. EDITS ARE ATTACHED

SIGNATURES: MAYOR

CITY MANAGER _____

CITY TREASURER _____ 3/5/2025

CITY ATTORNEY _____

[x] FINANCIAL IMPACT [ ] N/A

AMOUNT **$109,610.00**

ATTACHMENTS: [x]

PROJECT AGREEMENT
BY AND BETWEEN THE CITY OF STOCKBRIDGE, GEORGIA, AND
THE PATH FOUNDATION, INC., FOR TRAIL DESIGN AND CONSTRUCTION MANAGEMENT

PROJECT: BRUSH CREEK GREENWAY SEGMENT 1

THIS PROJECT AGREEMENT ("PSA") is made and entered into this _____ day of _____, 20__, by and between the **CITY OF STOCKBRIDGE, GEORGIA** ("City") and **PATH FOUNDATION, INC.** ("PATH").

WITNESSETH:

WHEREAS, the City entered into a Master Agreement with PATH (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and PATH will proceed to implement specific projects related to the design and management of a trail network within the City; and

WHEREAS, the Master Agreement provides that the parties will work together to determine the terms and conditions for specific projects for the trail network, each to be memorialized in a project agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto ("Project") as a specific project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern the Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally found hereby, agree as follows:

1.
DEFINITIONS; PROJECT DESCRIPTION

Terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. The Project and scope of work are described in Exhibit A attached hereto.

3.
TERM; TERMINATION
TERMINATION

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party.
Upon termination, PATH shall be compensated for all services rendered and costs incurred up to the effective termination date, provided such costs are reasonable and properly documented.
The City shall not be liable for any anticipated profits, unperformed services, or other consequential damages beyond the termination date.

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of _____(unless otherwise extended by mutual written agreement of the parties) or the date on which the Project covered by this Agreement has been

completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
BUDGET; PAYMENT TERMS

The proposed budget and sources of funding for the design and management of the Project are described in Exhibit B attached hereto. Payment terms for the Project are as described in Exhibit C attached hereto.

5.
DOCUMENTATION AND RECORDS
POINT OF CONTACT

PATH shall provide the City with an updated primary point of contact each year for the duration of this Agreement.
This designated individual shall be responsible for coordinating all communications, approvals, and reporting between PATH and the City.
PATH shall notify the City in writing of any changes to the designated contact within ten (10) business days of such change.

A. Documentation. PATH will send documentation of the status of the Project in the form and frequency requested by the City Representative. Such documentation shall indicate the progress of specific activities on the Project schedule.

B. Records/Audit. PATH will maintain records and accounts in connection with the performance of this Agreement for a period of three (3) years from the date of completion of the Project. The City Representative shall have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City reserves the right to audit such records and accounts at any time during the period commencing on the date of this Agreement and ending 365 days after completion of the Project.

6.
PROJECT SCHEDULE

The preliminary schedule for the Project is described in Exhibit D attached hereto. As adjustments in the Project schedule become necessary, the City and PATH shall cooperate in developing a revision to the Project schedule and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign

any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or PATH, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.

GOVERNING LAW/VENUE

The City shall have the final authority over project approvals, changes, and completion determinations. PATH shall comply with all directives issued by the City regarding project management and execution.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Stockbridge, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

9.

AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.

ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.

SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.

TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

PATH FOUNDATION, INC.

(SEAL)

By: _____
Signature

_____
Printed Name

_____
Title

Date: _____

ATTEST:

_____
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF STOCKBRIDGE, GEORGIA

By: _____
Anthony S. Ford, Mayor

Date: _____

ATTEST:

_____
City Clerk

(SEAL)

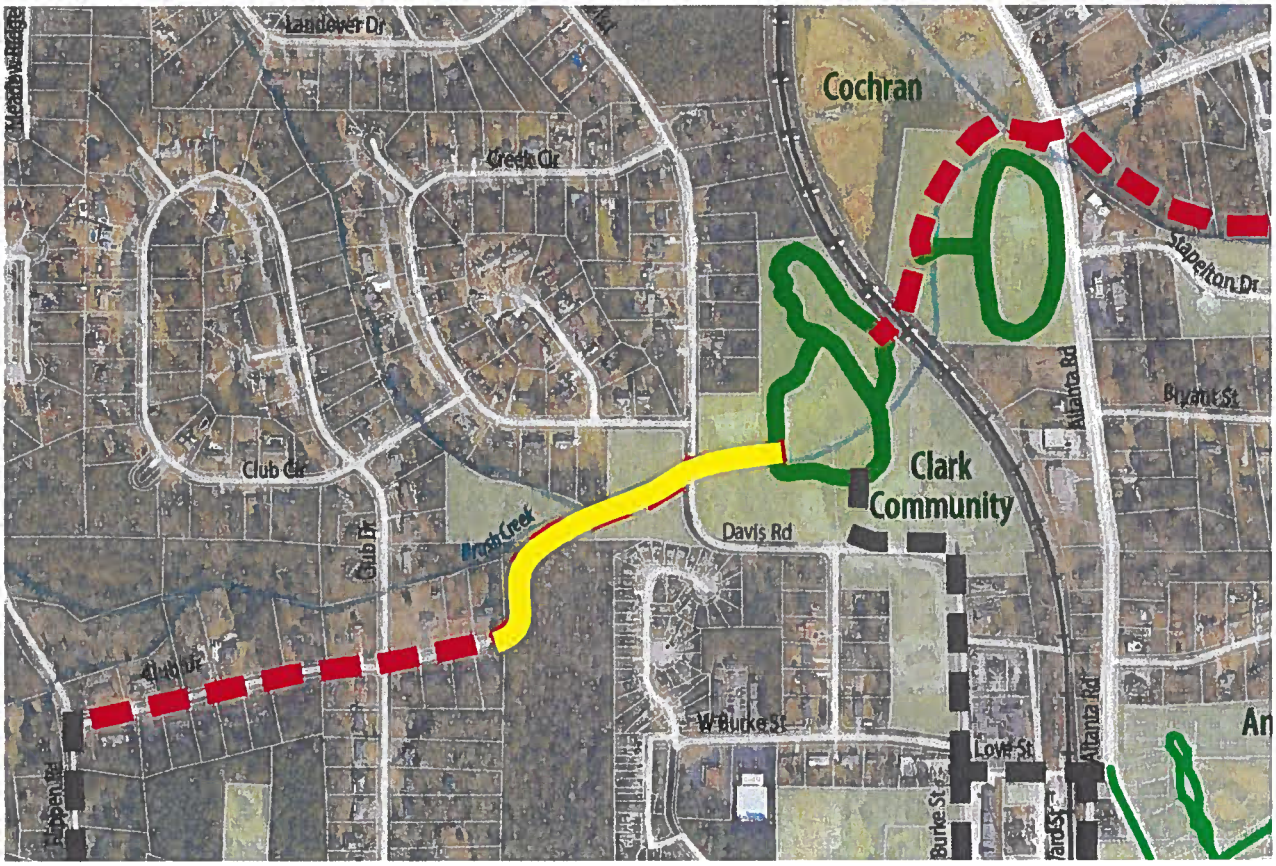
Approved as to form:

_____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF WORK

The PATH Design Team will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for 0.25-mile, twelve-foot wide, concrete multi-use trail connecting Clark Community Park to Club Place following the Brush Creek corridor. A mid-block crossing is proposed on Davis Road. The project corridor is highlighted in yellow on the map below.



SCOPE OF BASIC SERVICES:

PATH Foundation will be responsible for the following within this scope of services:

- Facilitation of all design review meetings with City of Stockbridge, property owners, and/or public agencies having jurisdiction (as requested).
- Coordination with property owners for permission to access the project's corridor for surveying, environmental delineations, and all design/engineering site walks.
- Project management and assistance for all acquisitions required for the project. No acquisition cost is included in this contract.

TASK 1 – Survey Services:

1a. Topographic/Utility Survey

Upon Notice to Proceed, the project surveyor will conduct a topographic/utility survey of the project areas. The surveying services will be performed to meet the standards for surveying trail corridors. Specific scope of services includes:

- preview & research
- topography (2' contours) within the Project Area locating substantial visible improvements
- stormwater structures top and inverts
- wrested vegetation along the Brush Creek, delineate 25' state stream buffer / 50' City of Stockbridge stream buffer
- FEMA floodplain
- locate visible or marked utilities
- locate trees 10" in diameter and larger
- property lines / rights-of-way
- streets, sidewalks, and intersections
- existing cut-ins for driveways
- buildings including accessory buildings, small structures
- retaining walls, privacy and security fences
- all site elements
- coordination and checking
- underground utility designating (SUE Level B)

PATH will coordinate with owner and property stakeholders to send out notification via letters.

1b. Easement Plats and Legal Descriptions

Upon acceptance of 60% Design Development and the easement graphics, the project surveyor will prepare easement plats and legal descriptions for acquiring necessary permanent easements and temporary construction easements. One (1) temporary easement and one (1) permanent easement plat and legal description are anticipated for the parcel below:

Address	Parcel ID	Owner
4900 Henry Blvd	S18-02002000	QMS Enterprises LP

Task 1 Deliverables:

- AutoCAD/Civil 3D File
- Stamped survey file in pdf format
- Two (2) legal descriptions with exhibit maps (PDF)

TASK 2 – 30% Schematic Design:

Project Kick-off: Upon receiving the project survey, PATH will conduct a virtual project kickoff meeting with PATH's Design Team and City of Stockbridge to review project scope and schedules, discuss important deliverables and design milestones, and address any project concerns.

Recurring Project Meetings: PATH will meet monthly with PATH's Design Team and City of Stockbridge as needed during an anticipated 10-month design duration.

Property Stakeholders Coordination: PATH will conduct several meetings at design milestones with the private property stakeholder to ensure clear communication of the proposed design. Meetings will be

held virtually at the end of schematic design (30% CDs) to collect property stakeholders' feedback, and at the end of design development (60% CDs) for their agreement to the required easement acquisition to complete real estate acquisition.

PATH design team will assist on all meeting materials needed, including PowerPoint presentation(s) and digital/hard copies of design document(s). Easement Plats and Legal Descriptions will be produced based on agreed 60% design and easement graphics. See task 1b.

30% Schematic Design: Utilizing the survey file, PATH will create schematic design drawings including proposed alignment, rough grading, length and location of structures if any, and any amenity areas.

PATH shall prepare 30% Schematic Design Documents as described below:

- Composite Map
- 30% Alignment Construction Plans
- 30% Plan View and Section Graphics
- 30% Cost Estimate

PATH will hold a design review meeting followed by a site meeting as needed with property owners and City of Stockbridge to collect feedback on the schematic design document.

Task 2 Deliverables:

- A 30% CDs submission will be made for review comments, as digital PDF
- Plan view and typical section graphics (pdf)
- Preliminary easement graphics
- 30% Design Cost Estimate
- PATH/City of Stockbridge Team Meeting – biweekly meetings and unlimited number of electronic messaging (i.e. web conference/ conference call)

Task 3 - 60% Design Development

During 60% Design Development, PATH will conduct on-going coordination with City of Stockbridge and submit progress reports as requested. Each report will include task accomplishments, status of deliverables, and expected upcoming activities. PATH will participate in continued monthly project implementation meetings as requested to discuss key issues or opportunities that arise to keep the project on schedule and within budget.

Based on the acceptance of the 30% Schematic Design documents and the agreed cost estimate, PATH shall prepare 60% Design Development Documents for the project. The documents will further refine and articulate the project elements established in 30% design drawings and address all comments received from the 30% Design Submittal.

3a. Civil Engineering & Hydrological Analysis: PATH design team will prepare construction documents to adhere to the City of Stockbridge's policy for stormwater management for public facilities and all department of public works requirements. This trail project falls into the category as a linear transportation project being constructed by the City of Stockbridge, therefore, the stormwater infeasibility report will be submitted to obtain the infeasibility determination by the administrator.

60% Construction Document Submittal: PATH Design Team shall prepare 60% Construction Documents as described below:

- Project Cover Sheet/ Index/ General Notes
- Composite Map
- Existing Conditions
- Tree Removal and Replacement Plan
- Typical Sections
- Construction Plans (Layout and Grading)
- Details for construction of all trail related work
- Stormwater Pipe Design and Profiles
- Signing and Marking Plans – includes trail signage using the Stockbridge trail sign standards
- Landscape Plans
- Erosion, Sedimentation and Pollution Control Plans with a NPDES Comprehensive Monitoring Program (CMP)

Task 3 Deliverables:

- 60% Design for Construction submission will be made to City of Stockbridge for review comments as digital PDF
- 60% Design for Construction Cost Estimate
- PATH/City of Stockbridge Team Meeting – monthly meetings and unlimited number of electronic messaging (i.e. web conference/ conference call)

TASK 4 – Permit Coordination:

As a part of the design for construction process, PATH will submit applications necessary for the project to be approved by City of Stockbridge and any other public agencies having jurisdiction during the 60% design for construction phase. The PATH team will meet with the review agencies needed to keep the permitting as concise and timely as possible.

A EPD state stream buffer variance and a USACE permit application are not anticipated for this project, therefore, are excluded in this proposal.

This design contract specifically excludes the generation of any plans required to go through the Georgia Department of Transportation Plan Development Process, which is a requirement of most state and federally funded grants.

Task 4 Deliverables

- PATH shall coordinate with all review comments from City of Stockbridge and any public agencies having jurisdiction of the project and ensure comments are addressed and incorporated into the Issue for Permit Construction Document submittal.

TASK 5 – 100% Construction Documents:

PATH will address all agency and stakeholders' comments to create the 100% Construction Documents that will be issued for final approval and stamped by the required agencies and municipal departments. This process is a negotiation with the municipalities to ensure the permitted set of drawings is

constructible, value engineered and not burdened with unnecessary comments and expense from the permitting authorities.

Task 5 Deliverables

- PATH shall create the 100% Constrution Documents/Permit Set as per any final review comments to finalize all permitting required for the project
- 100% Cost Estimate

TASK 6 – Bid Assistance:

PATH Design Team will assist the City of Stockbridge with the bidding process, providing a bid item list, description of the scope of work for the City's advertisement purposes, attending one (1) pre-bid meeting, responding to RFIs during the bidding process, and preparing addenda as appropriate. PATH will assist City of Stockbridge in evaluating the contractor's submitted bidding documents and will provide a recommendation for the City's consideration.

TASK 7 – Contract Administration:

PATH will provide construction administration throughout the anticipated 12-month construction timeframe on an hourly rate basis. Tasks include:

- Attending one (1) pre-construction meeting
- Provide 7-day letter as needed
- Coordination with Contractor and Utility Companies
- Attending site meetings and preparing supplemental drawings as needed
- Responding to RFIs during construction phase
- Review and approval of submittals
- Review and approval of Contractor's pay applications
- Review of Contractor's change orders as needed.
- Coordinate and conduct final inspection and prepare final punch item list
- Process project's close out documents.

TASK 8 – Construction Management:

The PATH Foundation will provide construction management services for the City of Stockbridge through assigning a PATH Construction Manager (PATH CM) to the project to work alongside City Staff. These services will bring PATH's knowledge and expertise of building trails throughout the southeast to the project. The PATH CM will provide hands-on assistance to manage the project schedule, cost and quality. The goals of the PATH CM will be to reduce overall project costs, assist with contract negotiations, reduce change orders, and eliminate unnecessary scope and costs. The industry standard value for construction management services is 6% of the construction cost but is provided with no cost to the City of Stockbridge within this scope of services.

Scope Exclusions:

The following services are not included under this Agreement, and will be furnished by others or their agent, as noted:

- Architectural design or site work associated with proposed facilities (i.e. architectural renderings, sketches, elevations, footings/ foundations, etc.)
- As-built surveys or construction staking
- Easement acquisition fee
- Electrical or mechanical engineering
- Environmental Site Assessment (ESA)
- Improvements to any existing public rights-of-way or utilities that may be additional requirements by the city that have not been identified elsewhere in this scope and would not exclusively serve the development
- Sanitary sewer and/or water distribution system design
- Services associated with variances, waivers, modifications and/or any relief from local, state or federal regulations
- Services related to air, solid waste, and/or hazardous waste permits
- Services related to noise abatement or endangered species
- Services related to rezoning or annexation of property
- Services requiring FEMA approvals such as CLOMAR; A LOMAR and ASBUILT survey
- Soft-surface Trail Design
- Structural engineering and geotechnical services
- Traffic engineering, signal design, traffic studies and/or signal warrants
- Variance or Special Use Permits for the development
- Water collections for water quality samples or submittals to NPDES for water quality monitoring reports
- Wetland delineation and Army Corps permitting
- WFIs and BFIs

EXHIBIT B
BUDGET

Proposed budget and sources of funding for the design and management of construction of a multi-use trail connecting Clark Community Park to Club Place following the Brush Creek corridor, project known as "Brush Creek Greenway Segment 1".

Budget	Cost
Acquisition	$ TBD
P&E	$ 109,610.00
Construction Management	$ *113,760.00
Construction	$ 1,896,000.00
Total Budget for Project:	**$ 2,119,370.00**
Funding from Transportation Enhancement (GDOT)	$
Funding from Recreational Trails (GDNR)	$
Funding from City of Stockbridge (SPLOST)	$ 2,005,610.00
Funding from PATH Foundation (in-kind)	$ * 113,760.00
TOTAL	**$ 2,119,370.00**

**PATH will provide construction management services at no cost to the City (valued at 6% of construction costs).*

EXHIBIT C
PAYMENT TERMS

PATH has agreed to construction management services, as described in Exhibit A, at no cost to the City; provided however, PATH shall be entitled to reimbursement for out-of-pocket costs expended for this Project that have been pre-approved by the City, as may be invoiced in accordance with the provisions of Article III of the Master Agreement.

EXHIBIT D

PROJECT SCHEDULE*

TASK/SERVICE	MONTH/YEAR
Surveying	February 2025
30% Design Review	March 2025
60% Design Review	June 2025
Permitting Coordination	June – September 2025
100% Issue for Permit	September 2025
Easements Agreements	September 2025
Finalize Permitting, 100% Construction Documents	October 2025
Advertise for Bid	November 2025
Contract Award	January 2026
Start Construction	February 2026
Substantial Completion	December 2026

**This indicates a general outline of the Project schedule and is subject to change by the parties.*

NOTE: THIS SECTION IS A DRAFT AND UNDER REVIEW

Cost and Priorization Overview

The implementation plan divides the design and construction work required for each park into eight phases to be completed between over the next 10 years (2023-2033). The phasing plan aims for an equitable breakdown of work between parks at each phase, allowing all areas of the City to see completed projects sooner rather than later.

Phase 1 projects would begin in 2023, with land acquisition, decomission of the transfer station at Memorial Park, and design/construction of Phase A improvements to existing parks.

A final total summary and breakdown of each phase is provided below and the following page, and more detailed phasing and cost estimates are located in the appendix.

PHASING + COST BREAKDOWN

FINAL TOTAL | ALL PHASES ____ **$130,173,675**

PHASE 1 SHORT-TERM | 1-3 YEARS ____ **$10,756,711**

1.1	**Memorial Park** - Decommission Transfer Station	$50,000
1.2	**Gardner Park** - South Parcels Land Acquisition	$395,000
1.3	**Clark Park Work Phase A** - North Side Renovations	$3,298,293
1.4	**Memorial Park Work Phase A** - West Side Renovations	$3,432,378
1.5	**Gardner Park Work Phase A** - North Side Renovations	$2,140,334
1.6	**Reeves Creek Trailhead Work Phase A** - Restroom	$575,842
1.7	**New Trails - Clark Park to Downtown**	$864,864

PHASE 2 SHORT-TERM | 2-5 YEARS ____ **$7,460,554**

2.1	**MLK Sr. Trail** - Memorial Park to Downtown Trail Extension	$691,891
2.2	**Clark Park Work Phase B** - South Side Renovations	$2,802,946
2.3	**Clark Park Work Phase C** - Stream Restoration	$789,385
2.4	**Clark Park** - Ropes Course Vendor Selection	$11,500
2.5	**New Park 1** - Eagle's Landing Area Park Land Acquisition	$540,000
2.6	**New Trail** - N Henry Rd Pedestrian Bridge	$2,624,832

PHASE 3 MID-TERM | 4-7 YEARS _____ $1,873,837

3.1	**New Park 2** - Walt Stevens Hwy Area Park Land Acquisition	$390,000
3.2	**New Park 3** - Hwy 42/Eagle's Landing Pkwy Area Park Land Acquisition	$390,000
3.3	**New Trails** - Gardner Park to Cochran Park Connector Trail	$228,973
3.4	**New Trails** - Downtown to Gardner Park	$864,864

PHASE 4 MID-TERM | 4-7 YEARS _____ $38,741,858

4.1	**Gardner Park Work Phase B** - Stream Restoration	$126,899
4.2	**New Park 1** - Eagle's Landing Area Park Design/Construction	$11,793,600
4.3	**Clark Park Work Phase D** - Woodland Area and Dog Park	$1,034,535
4.4	**Memorial Park Phase B** - Eastside Renovations	$4,509,440
4.5	**Gardner Park Work Phase C** - South and West Side Renovations	$8,597,534
4.6	**Reeves Creek Trailhead Work Phase B** - Trailhead Improvements	$294,997
4.7	**Reeves Creek Trail** - Neighborhood Connector	$276,756
4.8	**New Trail** - Ward St from Love St to Nolan St/MLK Trail	$518,918
4.9	**New Trail** - Hudson Bridge Rd from Flippen Rd to Hwy 42	$6,054,048
4.10	**New Trail** - Rock Quarry Rd from Banks Rd to Jodeco Rd	$5,535,130

PHASE 5 MID-TERM | 4-7 YEARS _____ $29,592,501

5.1	**New Park 2** - Walt Stevens Hwy Area Park Design/Constructions	$11,793,600
5.2	**New Park 3** - Hwy 42/Eagle's Landing Pkwy Area Park Design/Construction	$11,783,600
5.3	**New Trail** - Speer Rd from SR 138 to Walt Stevens Rd	$1,386,927
5.4	**New Trail** - Old Conyers Rd from E Atlanta Rd to Stockbridge High School	$2,542,700
5.5	**New Trail** - Tye St from Banks Rd to N Henry Rd	$2,075,674

PHASE 6 LONG-TERM | 5-7 YEARS _____ $20,200,103

6.1	**New Park 4** - N Henry Blvd Area Park Land Acquisition	$390,000
6.2	**New Park 4** - N Henry Blvd Area Park Design/Construction	$11,793,600
6.3	**New Trail** - SR 138 from Speer Rd to N Henry Rd	$2,940,538
6.4	**New Trail** - N Henry Rd from SR 138 to Escalade Dr	$691,891
6.5	**New Trail** - Escalade Dr from N Henry Blvd to Brush Creek	$415,135
6.6	**New Trail** - Utility Corridor from Patrick Henry Rd to Jodeco Rd	$3,044,321
6.7	**New Trail** - Peach Dr from Flippen Elementary School to Campground Rd	$924,618

PHASE 7 LONG-TERM | 7-10 YEARS		**$12,183,600**
7.1	**New Park 5** - Hwy 42/Jodeco Rd Area Land Acquisition	$390,000
7.2	**New Park 5** - Hwy 42/Jodeco Rd Area Park Design/Construction	$11,793,600

PHASE 8 LONG-TERM | 10+ YEARS		**$9,364,512**
8.1	**Clark Park and Gardner Park** - Tunnel Connector	$1,745,453
8.2	**New Trail** - Flippen Rd from N Henry Blvd	$288,943
8.3	**New Trail** - Banks Rd from Flippen Rd to Rock Quarry Rd	$1,040,196
8.4	**Reeves Creek Trail** - Trail Connector to Rock Quarry Rd	$276,756
8.5	**New Trail** - Rock Quarry Rd/Utility Corridor from Banks Rd to Brush Creek	$2,311,546
8.6	**New Trail** - Brush Creek Trail to Old Conyers Rd/Stockbridge Middle School	$415,135
8.7	**New Trail** - N Henry Rd east of downtown Stockbridge to Hwy 42	$3,286,483

EXISTING PARK PHASING DIAGRAMS

The following diagrams display the phasing breakdown for each of the existing parks: Memorial Park, Gardner Park, Clark Park, and the Reeves Creek Trailhead.

The phasing approach for the existing parks distributed construction projects throughout the parks for several reasons. First, the goal was to have continued use of a portion of each park while construction was underway. Secondly, this approach ensures the parks receive upgrades equitably rather than prioritizing one park over another.

MEMORIAL PARK