

## STOCKBRIDGE 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

### CITY MANAGER

Shawn Edmondson

### CITY CLERK

Vanessa Holiday

### CITY TREASURER

Frank Milazi

### CITY ATTORNEY

Quinton G. Washington

Megan McCulloch

## Council Meeting Agenda October 13, 2025 6:00 PM



**STOCKBRIDGE CITY HALL**

**4640 NORTH HENRY BLVD.**

**STOCKBRIDGE, GA 30281**

**Website: [www.stockbridgega.org](http://www.stockbridgega.org)**

**Phone: 770-389-7900**

**Fax: 770-389-7912**

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



## **AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE**

**MONDAY, OCTOBER 13, 2025 6:00 PM**

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **ADOPTION OF THE AGENDA**

**CEREMONIAL REVIEW - Swearing In DDA Board Member - Proclamations: Red Ribbon Week; Fire Prevention Month; Evan Oglesby; Breast Cancer Awareness Month; Mental Health Awareness Month; Women's Small Business Month; Domestic Violence Prevention & Awareness Month; First Responders Month**

**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.**

### **ADOPTION OF THE MINUTES**

- 1      Approval of the Meeting Minutes September 8, 2025  
        Approval of the Work Session Meeting Minutes September 30, 2025

### **OLD BUSINESS**

- 2      Council consideration to approve the annual contract (RFP 2025-0004) for on-call sidewalk repairs and replacement to CGS, LLC in the amount of \$300,000.00. Funding from SPLOST VI. Contract to begin January 1, 2026.  
        Presented by: Decius Aaron



## **PUBLIC HEARING**

- 3      SHORT-TERM WORK PROGRAM / CAPITAL IMPROVEMENTS ELEMENT (STWP/CIE) FOR 2026-2030. (Citywide) Consideration of a Resolution to adopt the proposed City of Stockbridge Short-Term Work Program / Capital Improvements Element (STWP/CIE) for 2026-2030. - Presented by: Ryan Anderson

## **NEW BUSINESS**

- 4      APPEAL CASE #AP-2025-02. (Council District 4)  
Appeal of the denial of an application for an alcohol license by Reynell Hay, per City of Stockbridge letter dated September 5, 2025. The applicant proposed locating a package store at 110 Rock Quarry Road (Parcel #S33-01011002). Applicant: Reynell Hay. Agent: Law Firm of Smith, Welch, Webb & White. - Presented by: Ryan Anderson
- 5      Council consideration to approve the purchase of eight (8) Harris XL-200P portable radios from Loudon Communications at a total cost of \$60,798.10, as a sole source procurement. - Presented by: Frank Trammer
- 6      Council consideration to approve the purchase of two (2) 2025 Ford Mustang Mach-E electric vehicles and two (2) 2025 Ford F-150 Police Responder pickup trucks from Allan Vigil Ford at a cost of \$214,499.00, and five (5) 2025 Chevrolet Tahoe PPVs and one (1) 2026 Chevrolet Silverado 1500 pickup truck from Hardy Automotive Group at a cost of \$329,922.80, through State Contract. - Presented by: Frank Trammer

## **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](http://www.stockbridgega.org) for updates.

- **Citywide Development Authority Meeting, Second Tuesday of each month, at 6:00 p.m. — City Hall Levi Meeting Room (Oct 14)**
- **Youth Council Advisory Committee Meeting \*Date Change\*, Third Thursday of each month, at 6:30 p.m. — City Hall Levi Meeting Room (Oct 16)**
- **Planning Commission Meeting, Thursday, October 16<sup>th</sup> at 6:30 p.m. — City Hall Council Chamber (Oct 16)**
- **Downtown Development Authority Board Meeting, Third Tuesday of each month, at 6:00 p.m. at the Downtown Connection Center, 130 M L King Sr. Heritage Trail (Oct 21)**
- **Ethics Board Meeting, Wednesday, October 22<sup>nd</sup> in the Levi Meeting Room at 6:30 p.m. (Oct 22)**
- **City Council Work Session Meeting, Last Tuesday of each month, October 28th at 6:00 p.m. — City Hall Council Chamber (Oct 28)**

## UPCOMING CITY EVENTS/INITIATIVES

- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, October 15<sup>th</sup> from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join the City of Stockbridge for the annual Breast Cancer Love Walk, Saturday, October 18th from 10:00 am to noon at Clark Park. For more information, contact the Events Department at [events@stockbridgega.org](mailto:events@stockbridgega.org)
- Join Mayor Pro Tem Gantt for the FREE Annual Fall Festival on Saturday, October 25<sup>th</sup> at Clark Park with Candy, Food Trucks, Games, Costume Contest, Prizes and More!
- Join Mayor Anthony Ford for the monthly Meet the Mayor — Monday, October 27<sup>th</sup> from 10am – noon at City Hall. Meetings are by appointment.
- Stockbridge Main Street is hosting a Diabetes Awareness Walk and Health Fair on Saturday, November 1st. Registration begins at 7:30 a.m. the 5k walk will begin at 8:30 a.m. at Clark Park; the Health Fair will take place from 10am - noon at various locations throughout the park (weather permitting) or at the Merle Manders Conference Center lower level.
- Join Councilman Alexander for the District 5 Community Cleanup on Saturday, November 8, 2025, from 9am - 11am. Please meet at the COSTCO parking lot on Jodeco Rd.
- The Economic Development Department hosts a FREE Business Health Clinic on the 2<sup>nd</sup> Thursday of every month from 9am – 12pm at the Stockbridge Connection Center, 130 M L King Sr. Heritage Trail. Check the Health of Your Business with the FREE Clinic.
- 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.
- Sign Up for real-time alerts about severe weather, road closures and emergencies on the Regroup App. Visit the city's website or social media pages for more information on how and where to sign up. Stay Safe!

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

## **2025 CONCERT SEASON SCHEDULE**

- **Saturday, October 18<sup>th</sup>, Detroit Gospel Legends featuring Fred Hammond, Le'Andria Johnson, Anthony Brown, Vanessa Bell Armstrong, Lisa Page-Brooks, Carvin Winans and Bryon Cage**

[IGNORE\_NUMBERING]

### **MAYOR'S COMMENTS (Mayor Anthony Ford)**

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

### **ADJOURNMENT**



**CITY COUNCIL MEETING  
SUMMARY MINUTES  
MONDAY, SEPTEMBER 8, 2025 6:00 P.M.**

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**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**

Shawn Edmondson – City Manager  
Frank Milazi – City Treasurer  
Vanessa Holiday – City Clerk  
Quinton Washington – City Attorney  
Megan McCullough – Associate Attorney

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

The meeting was called to order by Mayor Ford at 6:10 p.m.

Invocation by: Ms. Maria Ramierz

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present except Councilmember Berry and Councilmember Thomas.

Motion to amend the Agenda to defer Item#3, Item#4, and Item#5 at the request of staff was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

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

Mayor Ford referenced the ceremonial proclamations issued to Paul Brown in recognition of the Hidden Valley Recreation Center staff, National Hispanic Heritage Month presented to the owners of Angie's Café, Del Horno Pizzeria and RCC & Associates; and noted the swearing in of Denita Minnis as a member of the Youth Council Advisory Committee.

## **PUBLIC COMMENTS**

- Mr. Willie Carter referenced \$32.9 of mismanaged funds; amphitheater management by an outside firm; referenced the Ethics Board recommendation for an independent 3<sup>rd</sup> party review; and asked for an update from the City Manager and Public Works Director regarding the \$6 million dollar Tye Street project.

Mayor Ford announced the payoff of the Amphitheater, noting that it is debt-free, and that the city must now maintain the operations of the facility.

## **APPROVAL OF THE MINUTES**

1. Approval of the August 11, 2025 City Council Meeting Minutes  
Approval of the August 11, 2025 Millage Rate Hearing #1 Meeting Minutes  
Approval of the August 11, 2025 Millage Rate Hearing #2 Meeting Minutes  
Approval of the August 18, 2025 Millage Rate Hearing #3 Meeting Minutes  
Approval of the August 18, 2025 SCM FLOST Meeting Minutes  
Approval of the August 26, 2025 Work Session Meeting Minutes  
Motion to approve the Minutes as submitted was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

Mayor Ford read the Public Hearing Rules

## **PUBLIC HEARING**

2. APPEAL CASE #AP-2025-01. (Council District 4.)  
Consideration of an appeal of the March 17, 2025 Zoning Review Form that was used as a basis for the City of Stockbridge's discontinuance of the 2025 business license for truck parking on Parcel #S27-01016000 and Parcel #S27-01017000 on Rock Quarry Road. The property is located in the Parkway Mixed-Use (PMU) Overlay District, where truck parking and all industrial uses are not permitted. Applicant: James Raven. Property Owners: James Raven and Huddleston Concrete Company.  
The business license was issued for 123 Rock Quarry Road, where the company's office is located. The property is located in Land Lots 35 and 36 of District 12. The zoning, current use, and acreage for each parcel are listed below. The parcels are not contiguous.  
~ 123 Rock Quarry Road (Parcel #S27-01012000) -- Zoned 'SR' (Suburban Residential). Current use: Office for Huddleston Concrete Company. Acreage: 1.55 +/- acres.  
~ Parcel #S27-01016000 on Rock Quarry Road -- Zoned 'LI' (Light Industrial). Current use: truck parking. Acreage: 2.95 +/- acres.  
~ 135 Rock Quarry Road (Parcel #S27-01017000) -- Zoned 'LI' (Light Industrial). Current use: truck parking. Acreage: 3.44 +/- acres.  
Presented by: Ryan Anderson, Community Development Director  
Mr. Anderson noted the Denial information that has been prepared has been vetted and approved by the city's Planning & Zoning Attorney, Valerie Ross; and noted the business license application was denied by Business Services Supervisor, Uneeda Smith-Sellers on April 28, 2025 relating to the 135 Rock Quarry Rd. Parcel ID No. S27-01013000, and



presented the Purposed of the Appeal Application, Description, Facts of the Subject Property, Aerial Photos, Table for Property Facts Slides 1, 2 and 3; Displayed the Zoning Map, Overlay District Map, Future Land Use Map; Reviewed the Zoning History; Displayed the 1963 Henry County Planning & Zoning Map noting the property as M-1 Light Industrial, Displayed the 1989 Henry County Planning & Zoning Map noting the property as M-1 Light Industrial; Reviewed the Henry County Zoning Ordinance and Zoning History; Displayed Business License Application with no mention of Parking and Rental of Commercial Vehicles; Displayed the Violation Notice issued by the City's Code Enforcement Department on March 121, 2025; Displayed the Zoning Review Notice, Displayed the Denial Letter, and gave a summary of the reasoning for denial, that the owner started truck parking which is not allowed.

Mayor Ford noted the business has been operating the truck parking/rental for several years.

Councilmember Alexander asked Mr. Anderson to confirm that the Truck Parking Business is not associated with the Concrete business.

Councilmember Berry joined the meeting at 6:39 p.m.

Mr. Anderson confirmed that the businesses are not connected.

Councilmember Barber noted that she had been made aware of the appeal by staff on July 3<sup>rd</sup>, reiterating her request to be informed on matters concerning District 4, and noted that she would reserve comments until she hears from both sides.

Attorney Andy Welch of Smith, Welch, Webb & White, presented the appeal on behalf of the owner James Raven, noting an Affidavit is on file for Mr. Raven, the owner and Mr. Biggers, the Appraiser, and a Notice of Constitutional Rights, were submitted to the Clerk for the record.

Attorney Welch noted his client is appealing Section 10.3, noting he has used the property for 40 years, and that Occupational Tax is a revenue generating account and cannot be conditionalized.

Attorney Welch noted that his client is requesting the city to grant non-conforming use, and that he is prepared to provide a means of settlement and compromise on this matter.

Attorney Welch noted that his client has owned and operated Huddleston Concrete Company that goes back to 1980, and that the Henry County Ordinance allowed discretion for use of the property.

Attorney Welch presented a map of the area in 1993, 1999 and 2010, which all showed tractor trailer trucks parked on the property.

Attorney Welch noted that in 2015, the city of Stockbridge authorized a concrete entrance, and in 2023, 2024, and 2025 the application was noted as Truck Parking.

Attorney Welch stated that the law protects passing a law and applying the law retroactively, and that Zoning Ordinances are for matters going forward and for future us, not going backwards.

Attorney Welch referenced the law related to grandfathered rights, and that zoning regulations cannot be applied backwards.

Attorney Welch referenced Section 6.1.4 (Non-Conforming) of the city of Stockbridge Code and stated that business licenses have been applied for each year by the applicant.

Attorney Welch noted the city adopted Section 2.4.11 in 2022 and in Section 3.1 the Ordinance shows truck parking is permitted, noting the language of commercial includes tractor trailers.

Attorney Welch noted the applicant applied for the 2025 Business License in July 2024 and the application is marked Truck Parking, as there is no concrete production, only the office where the leases are issued.

Attorney Welch stated that the law for occupational taxes cannot be denied based on zoning, and that a denial is without legal authority, and asked that the City Council overturn the denial.

Attorney Welch noted the City's Code allows for truck parking in light industrial pursuant to the permitted uses in the current code.

Attorney Welch referenced Outfront Media, LLC v. City of Sandy Spring regarding damages, noting his client would be entitled to monetary damages, and that the tenant and landowner would have rights to claims against the city,

Attorney Welch referenced Diversified Holdings, LLP v City of Suwanee whereas it stated that private property shall not be taken or damaged for public purposes without just and adequate compensation being first paid, and that if you apply your Zoning Ordinance and Occupational Tax Denial, you are damaging that property right.

Attorney Welch noted there was an appraisal prepared by Mr. Michael H. Biggers, whose sworn testimony of this appraisal and Affidavit is on file, and that he concluded after looking at the truck rental parking operations of the company and stated that if the owner is not allowed to continue, that would amount to a taking of \$1million the value away from the property.

Attorney Welch noted that he initially spoke about a compromise and settlement and requested a motion from the City Council to allow the owner to continue to operate the truck parking rental business through September 8, 2030, giving the owner an opportunity to phase out the

leases, and that on September 9, 2023 all operations will have ceased, at no cost to the city, and termination of the non-conforming use.

Councilmember Barber asked if the non-conforming was negotiable, noting that she appreciates the request to compromise, however, the City, and specifically District 4, has a vision for city's downtown district and the area along Rock Quarry Rd, noting the road widening project currently underway.

Mayor Pro Tem Gantt noted the citation references improper use and requested the prior year's application before the 2024 application.

Attorney Welch noted the prior year's application copies were not included in the packet; however, the 1993 aerial map shows the obvious use of the property show trucks parked at the location.

Mr. Anderson also confirmed that the prior year's application copies were not in the staff packet as well, and that concrete trucks could park at the location, but truck parking rental was not allowed.

Attorney Welch noted stated the gross revenues are paid from the rentals and noted that occupational taxes are not property taxes and are based on the business occupation and revenues.

Mayor Pro Tem Gantt noted the applications for 2024 and 2025 state parking and that the prior applications did not; noting the business has been operating illegally for a long time.

Mayor Ford asked the designation could be changed if the Council was amenable to the requested compromise and settlement.

Mr. Anderson stated that based on the city's current zoning and development trends, it would not be in line; however, staff is amenable to a 1-year phase out.

Councilmember Alexander agreed with staff's recommendation of a 1-year phase out, and agrees with the city's Zoning Attorney for Denial, no grandfather rights, or vested rights.

Councilmember Barber thanked Mayor Pro Tem Gantt for the information provided and agrees with members of Council on the phasing out; noting according to the records, Huddleston Concrete was sold to Ready Mix in 1993, and that the truck parking rental was operating years prior to that.

Attorney Welch noted the area around the quarry was established with ancillary businesses that spun off such as gravel, sand, and pipe businesses, which have become extinct due to costs.

Councilmember Berry agreed that the use is improper, no matter the length of time.

Attorney Washington recommended a brief Executive Session for Discussion of the matter.

Attorney Welch noted he would not be privileged to what was being considered, noting he has not received any documents.

Attorney Washington directed staff to provide Attorney Welch with the presentations and reports by staff that were presented by Mr. Anderson.

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

### **EXECUTIVE SESSION**

Motion to convene Executive Session for Personnel, Litigation, Real Estate and CyberSecurity was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to adjourn Executive Session and Sign and Affidavit was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to reconvene the meeting was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Motion to uphold Denial with a Phase Out through December 31, 2026, was made by Councilmember Barber; seconded by Councilmember Berry. The motion passed unanimously 4-0.

### **NEW BUSINESS**

3. Council Consideration to approve Second Contract Renewal Option for Mauldin & Jenkins Certified Public Accountants in the amount of \$67,500.00.

Presented by Frank Milazi, City Treasurer/CFO

Mr. Milazi noted the request to approve the contract was for auditing services with Mauldin & Jenkins was submitted to the Mayor & Council for during the July 2024 Council meeting, and approved, however, the contract was never executed; and noted the request tonight is to approve a 2<sup>nd</sup> renewal of the contract for auditing services with Mauldin & Jenkins for 2025-2026 and recommends the item be placed out for a competitive bid.

Motion to approve contract through December 31, 2026, and place out for bid was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

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- Citywide Development Authority Meeting, Second Tuesday of each month, at 6:00 p.m. - City Hall Levi Meeting Room (Sep 9)
- Community Zoning and Information Meeting, Wednesday, Sept 10th from at 6:00 p.m. - City Hall Council Chamber (Sep 10)
- Main Street Advisory Board Meeting, Second Friday of each month at 9:00 a.m. at the Downtown Connection Center 130 M L King, Sr. Heritage Trail (Sep 12)
- Downtown Development Authority Board Meeting, Third Tuesday of each month, at 6:00 p.m. at the Downtown Connection Center 130 M L King Sr. Heritage Trail (Sep 16)
- Youth Council Advisory Committee Meeting, Third Tuesday of each month, at 6:30 p.m. - City Hall Levi Meeting Room (Sep 16)
- Planning Commission Meeting, Thursday, September 18th at 6:30 p.m. - City Hall Council Chamber (Sep 18)
- City Council Budget Retreat – Wed. Sep 24 thru Fri Sep 26 from 9am – 5pm at the Merle Manders Conference Center 111 Davis Rd.
- City Council Work Session Meeting, Last Tuesday of each month, September 30th at 6:00 p.m. - City Hall Council Chamber (Sep 30)

#### **UPCOMING CITY EVENTS/INITIATIVES**

- Join Main Street for the Tiny Tent Concert Series Fridays from 6pm to 8pm at the Stockbridge Connection Center, 130 M L King Sr. Heritage Trail. Bring your lawn chairs. (Weather Permitting)
- Join the City of Stockbridge for the Annual 9/11 Ceremony on Thursday, September 11<sup>th</sup> on the steps of City Hall at 8:00 a.m., as we honor all first responders in observance of September 11, 2001.
- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, September 17<sup>th</sup> from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join Mayor Pro Tem Gantt for Free Line Dance Classes on Wednesday, September 17<sup>th</sup>, and September 24<sup>th</sup> from 6pm – 8pm at the Merle Manders Conference Center. All ages are welcome. Bring your own fan!
- Join Councilman Alexander for a District 5 Town Hall on Thursday, September 18<sup>th</sup> at the Levi @ the Bridges 1400 JR Grant Blvd. McDonough (City of Stockbridge). Topics: New Developments, Transportation/Traffic & Public Safety.
- Join us for BridgeFest on Saturday, September 27<sup>th</sup> at Amphitheater. FREE fun activities for kids, vendors, food trucks and an amazing concert featuring Jacques and KeKe Wyatt. City of Stockbridge residents will have the opportunity to obtain a limited number of tickets with a picture ID. Check the website and social media for full details.
- Join Mayor Anthony Ford for the monthly Meet the Mayor - Monday, September 29<sup>th</sup> from 10am – noon at City Hall. Meetings are by appointment.

- The Economic Development Department host a FREE Business Health Clinic on the 2<sup>nd</sup> Thursday of every month from 9am – 12pm at the Stockbridge Connection Center 130 M L King Sr. Heritage Trail. Check the Health of Your Business with the FREE Clinic.
- Do you have an outstanding citation, warrant, or Failure to Appear fee? You may qualify to have the warrant resolved and late fees waived during the Stockbridge Municipal Court Amnesty Program offered during the month of September. Please visit our website for complete details. [www.stockbridgega.org](http://www.stockbridgega.org)
- 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.
- Sign Up for real-time alerts about severe weather, road closures and emergencies on the Regroup App. Visit the city's website or social media pages for more information on how and where to sign up. Stay Safe!
- 2025 Municipal Election Forum taking place Tuesday, October 7<sup>th</sup> at 7:00 p.m. at the Merle Manders Conference Center.

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

## **2025 CONCERT SEASON SCHEDULE**

- Saturday, September 13<sup>th</sup> – For Lovers & Friends featuring Tank with special guest Lyfe Jennings, Ginuwine, and Tyrese
- Saturday, October 18<sup>th</sup> Detroit Gospel Legends featuring Fred Hammond, Donnie McClurkin, Anthony Brown, Vanessa Bell Armstrong, Lisa Page-Brooks, Carvin Winans and Bryon Cage

## **MAYOR'S COMMENTS**

Mayor Ford noted we are approaching the cold/flu season and asked that everyone get up to date Flu Shots and Covid-19 vaccinations and boosters; noted its football season and for Falcon fans to keep the faith.

Motion to adjourn the meeting at 8:15 p.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Respectfully submitted by:

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Vanessa Holiday, City Clerk

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Anthony S. Ford, Mayor



# **CITY COUNCIL WORK SESSION MEETING SUMMARY MINUTES TUESDAY, SEPTEMBER 30, 2025 6:00 P.M.**

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## **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**

Shawn Edmondson – City Manager  
Frank Milazi – City Treasurer  
Vanessa Holiday – City Clerk  
Quinton Washington – City Attorney  
Megan McCullough – Associate Attorney

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

The meeting was called to order by Mayor Ford at 6:03 p.m.

Invocation by: Mr. Tariq Collins

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present except Mayor Pro Tem Gantt and Councilmember Thomas.

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

There were no public comments.

## **REVIEW OF THE MINUTES**

1. Review of the September 8, 2025 Council Meeting Minutes  
No Action Taken



## **PRESENTATION**

2. Presentation requesting approval of a Resolution to adopt the city-county joint Transportation Safety Action Plan.

Presented by: Decius Aaron, Public Works Director and Yasamin Khorashahi, Modern Mobility Partners

Mr. Aaron stated Henry County and the four municipalities within the county have been working on a joint Transportation Safety Action Plan and noted he is requesting approval; and introduced Ms. Khorashahi to give an overview of the plan.

Ms. Khorashahi noted the presentation would refer to recommendations specifically to the City of Stockbridge, noting the plan was developed by the County in partnership with all four cities participating.

Ms. Khorashahi reviewed the presentation, noting the Safe Streets for All (SS4A) program aims to identify and address transportation-related safety concerns in the community and establish action steps toward eliminating or significantly reducing traffic crashes and fatalities.

Ms. Khorashahi referenced the Henry County jurisdiction, and the vision and goals of the plan; referenced the Plan Schedule to kickoff began in October 2024 and was completed in September 2025; referenced the 5-year most recent crash numbers, noting the City of Stockbridge had the 2<sup>nd</sup> highest number of crashes, and the 2<sup>nd</sup> highest number of fatalities.

Ms. Khorashahi referenced the different public engagements activities to discuss and data and the plan, with 716 responses from three surveys, 298 face-to-face community engagements and 172 engagements through social media.

Ms. Khorashahi noted the engineering recommendations with the Stockbridge Priority Corridor consisting of Intersection Recommendations such as re-evaluating speed limits, and Segment Recommendations such as re-evaluating the traffic signal timings.

Ms. Khorashahi reviewed the Safety Countermeasures Toolkit which includes Speed Management, Intersection Safety, VRU Infrastructure, Visibility Enhancement, and Traffic Calming, noting examples would be to install beacons at mid-block pedestrian crossings to increase visibility, and to connect, install or improve sidewalks to enhance pedestrian mobility and safety.

Ms. Khorashahi reviewed the Policy Recommendations: Adopt a Complete Streets Policy in Henry County, Update the County's Land Development Code to prioritize transportation safety, Prioritize transportation safety along Henry County's freight network, and Improve first responder coordination and public awareness for better post-crash care.

Ms. Khorashahi noted the Henry County Board of Commissioners committed to moving towards a zero policy of a sixty-five percent (65%) reduction in fatal and serious injury crashes on its roadways by December 31, 2020.

Mayor Ford and members of the City Council thanked Ms. Khorashahi for the presentation.

Mayor Ford noted the City of Stockbridge has plans in the works for sidewalks, curb & gutter, expanding Rock Quarry Rd., lighting, and traffic signal improvements.

Councilmember Alexander referenced the developments underway along the Patrick Henry Parkway Corridor in the city, and referenced a four-way traffic signal at the intersection of Club Drive and Patrick Henry Pkwy that is forthcoming; noted a Model Policy would benefit the city, noting a conversation with Clayton Carte regarding SPLOST, and plans to identify challenging areas, and noted his appreciation for the partnership with the county.

Councilmember Berry noted many of the items referenced in the plan run through the heart of City Council District 3 along Rock Quarry Rd., noting the city's medical gateway, the connectivity opportunities; noted Rock Quarry Rd. also includes City Council District 4 and 5; and noted he is pleased with the County's partnership and investment in this joint project.

Mayor Pro Tem Gantt joined the meeting at 6:30 p.m.

Motion to approve a Resolution to adopt the city-county joint Transportation Safety Action Plan was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

3. Council Consideration to approve Walmart Delivery Services in Stockbridge, GA – Connecting the Future.

Presented by: Ryan Anderson, Community Development Director, Catherine Lovett and Tariq Rashid of Wing and Glenn Wilkins of Walmart. Mr. Anderson noted Walmart reached out to the City of Stockbridge, in consultation with the City Manager, to request approval to bring Drone Delivery Service to the City of Stockbridge and introduced Mr. Wilkins of Walmart.

Mr. Wilkins noted he is with Walmart Public Relations, noting the Wing/Walmart drone delivery service in partnership with Walmart has been operating for four years in the Dallas/Ft. Worth area with the Walmart Plus customer base having access to the service.

Councilmember Alexander noted the city is pleased that Stockbridge has been selected.

Ms. Lovett noted Wing and Walmart are currently using the model 7000 drone which weighs 11 pounds, and presented a video the customer placing their Walmart Plus order online or via the Walmart App, and the Wing drone launching from the Walmart pad and delivery items to the Walmart customer, noting the drones never touch the ground, transports packages up to 2.5 pounds, delivery

can be within a 6-mile radius, and Walmart is proposing a 4-mile radius for Stockbridge, and noted the drone travels at 65mph.

Ms. Lovett noted the Wing drones are federally regulated through the FAA (Federal Aviation Administration), and they currently do not operate within three nautical miles of public buildings, government municipal buildings, schools, or hospitals without receiving special permission.

Ms. Lovett noted the drones are autonomous (no driver), and the antennas are visible on radar, pilots in the command center are FAA certified and are always monitoring the drones from each store location in real time; noted the drones currently are in operation during daylight hours and shift to coincide with daylight savings time; noted the drones use optical lenses, with no audio or live feed, and operational sounds go up to 56.5 decibels and are as quiet as a standard sedan vehicle, and hover/cruise at 165 feet.

Ms. Lovett noted the benefits of the drone service is that deliveries are under 30 minutes, and on average 10-15 minutes; noted the Dallas/Ft. Worth location recently completed 2,000 orders in one day and noted orders for the 55+ community have increased; noted the drones do not deliver prescriptions, flammable items, or tobacco products.

Ms. Lovett noted the customer's delivery area must be clear with no pets or no trees; and noted the Dallas/Ft. Worth location has 18 drones, 18 charging pads, and they rotate the drones out while others are charging.

Ms. Lovett noted the Wing drones are in Australia, the United Kingdom, and the United States, and they have an excellent safety record, and presented a video of the Auto Loader which is set up in the curbside area of the store for pickups, showing the hands-free delivery system, with a battery energy generator, similar to a cell phone battery back; noted the drones are housed behind 8' fencing and stored in a drone kiosk on drone pads with keypad access and cameras.

Mayor Ford asked about deliveries during inclement weather, birds, and the cost for the service.

Mr. Rashid stated the drones will deliver in light rain, and up to 140-degree Fahrenheit; and noted to this point, birds have not been an issue, and there is no cost as long as the customer has a Walmart Plus account,

Mayor Pro Tem Gantt asked what the average product is that is being delivered by drone.

Ms. Lovett stated products range from rotisserie chicken, salads, frozen spinach, candy, Powerade, avocados, cosmetics, coffee, back to school supplies, band aids, baby food, and so much more.

Mr. Wilkins stated they are working on increasing delivery weight.

Ms. Lovett stated the Operations Team is working on model 8000 which will have a weight capacity of 5 pounds, however, that has not rolled out yet.

Councilmember Alexander noted his appreciation for the diverse members of Wing Aviation.

Councilmember Berry asked what happens when you approach neighborhoods with a sizable number of trees.

Mr. Rashid noted that Wing surveys the area and radius in advance, and noted there needs to be a six-foot radius, and that most customers have the delivery placed in their driveways.

Mayor Ford asked if the drones are able to sense or detect powerlines.

Mr. Rashid confirmed and noted the Flight Planner System plans the route in advance.

Ms. Lovett presented a Conceptual Site Plan for the Walmart location on North Henry Blvd. and note they will be intentional about hiring locally; and noted the next steps are to get approval to proceed with permitting.

Mr. Anderson noted the Text Amendment for Drones will be presented as Item #7 on the Agenda.

## **NEW BUSINESS**

4. Council consideration to approve the annual contract (RFP 2025-0006) for on-call water & sewer emergency & operational repair/maintenance and construction services to Professional Pipeline (Primary) and Site Engineering (Secondary) in the amount of \$400,000.00 from the FY2026 Stormwater budget. Contract to begin January 1, 2026. The account number is 510-42500-542515 (Stormwater Repair).

Presented by: Decius Aaron

Mr. Aaron noted the request is for on-call service for water/sewer emergency & operational repairs and maintenance and construction services utilizing two vendors, Professional Pipeline as the primary, and Site Engineering as the secondary company, noting the city has used the services of Site Engineering for eight years.

Councilmember Barber noted Exhibit I, Cost Proposal and the Fee Schedule was not included, and is necessary in the event there are contract disputes or price discrepancies.

Mr. Aaron stated he can provide those documents, stating the information was not provided by the evaluation committee.

Councilmember Barber asked that the motion include the language not to exceed \$400,000, noting any additional emergencies would be required to come to the Council for ratification.

Motion to approve was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed 3-0-1 (Alexander, Berry, Gantt Approved); (Barber Abstained, citing the Cost Proposal, Exhibit I and Fee Schedule was not included for Council review, noting that she makes requests for these contract documents in the event this is a dispute or price discrepancy; and asked that the amount referenced be not to exceed \$400,000.00, noting an emergency above that amount would need to come back to the City Council for ratification.

Motion to amend the Agenda to hear Item #7 now was made by Councilmember Berry; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

5. Council consideration to approve the annual contract (RFP 2025-0004) for on-call sidewalk repairs and replacement to CGS, LLC in the amount of \$300,000.00. Funding from SPLOST VI. Contract to begin January 1, 2026.

- Presented by: Decius Aaron

Mr. Aaron noted Public Works has engaged the services of on-call contractors for sidewalk repairs, noting that ten proposals were submitted, and requested approval to award CGS, LLC an annual contract in the amount of \$300,000.00.

Councilmember Barber noted the cost proposals were not included as Exhibit I and that of the six evaluation committee members, four members were from the Public Works Department, the user department for these services, and referenced a procurement policy approved whereas the evaluation committee would consist of five employees from various departments throughout the city for a mix on the evaluation team.

Councilmember Alexander noted the request is for citywide sidewalks, and the cost would be unknown.

Mr. Aaron noted here is a price sheet that is not included, noting the goal is not to exceed the budgeted amount.

Councilmember Alexander asked if Hudson Bridge sidewalks have been approved.

Mr. Aaron noted GDOT has changed the way sidewalks are prepared, whereas instead of 10' sections, the entire sidewalk must be repaired.

Mr. Alexander asked if there was an estimate to install the sidewalks on East Atlanta Rd. sidewalk project.

Mr. Aaron noted the information was submitted to the City Manager.

Councilmember Alexander asked if the East Atlanta Rd. sidewalk can be completed by the on-call vendor or if there needs to be a bid.

Councilmember Barber asked that the item be brought back to the next meeting with all documents included, noting this information protects the city against contract disputes or invoice discrepancies.

Mayor Pro Tem Gantt asked about the process to select the sidewalks for repairs.

Mr. Aaron noted staff identifies the sidewalks, and Falcon Design submits to the on-call contractor costs associated with the project, and price sheet submitted with the bid.

Mayor Pro Tem Gantt asked if the price sheet was part of the bid packet.

Mr. Aaron confirmed, noting that is what Councilmember Barber is asking for, and it should have been included.

Councilmember Berry asked for the list of sidewalks.

Mr. Aaron noted the sidewalks were analyzed by an engineer.

Councilmember Barber reiterated that the price sheet was not included.

Motion to approve was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion failed 2-0-2. (Alexander/Gantt Approved) (Barber/Berry Abstained).

(Barber Abstained, citing the Cost Proposal was not included for Council review, noting that she makes requests for these contract documents in the event this is a dispute or price discrepancy).

Motion to Table and bring back to the October 13, 2025 meeting with the Cost Proposal was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously.

6. Council consideration to approve the purchase of Phosphorous CC2050 chemical removal from CedarChem in the amount of \$60,000.00. The funding source is from Sewer Department budgeted funds.

Presented by: Decius Aaron

Mr. Aaron noted additional chemicals are needed to get through the end of this current year.

Motion to approve was made by Councilmember Berry; seconded by Councilmember Barber. The motion passed unanimously 4-0.

7. Text Amendment Case #TX-2025-03. (First Reading). (Citywide.)  
Consideration of a text amendment to the Unified Development Code (UDC) to allow and provide regulations for the use of drone delivery facilities and services by businesses, with an approved Special Use Permit.

Presented by: Ryan Anderson

Mr. Anderson noted staff met with Wings in July 2025, and to move forward with the Walmart Drone process, a Regulatory Business Permit is required, noting amendments to Title 9- 9.116, and amending the UDC Title 12 – Chapter 3 3.342, and will require an Administrative Special Permit as approved by the Community Development Direct and final approval by the City Manager.

Mr. Anderson noted the drones are regulated by the FAA; and noted a commercial drone delivery hub will be used and will operate from 7am – 8pm; noted a site plan and 2 public meetings are required to determine public impact; and the service will be up to 6 miles, however, the Walmart drones will start at up to 4 miles, and noted annual renewals to operate will be required.

Mr. Edmondson noted community meetings will be scheduled as soon as possible.

Councilmember Berry disclosed his stock in Walmart and HVAC contract and sought legal guidance regarding conflicts of interest and being able to vote on the item for the Walmart Drone Delivery.

Attorney McCulloch advised there was no conflict, and that Councilmember Berry could participate in the vote.

Motion to approve Text Amendment Case # TX-2025-03 was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

8. Council Consideration to fill a vacancy on the Downtown Development Authority Board and fill an unexpired term through December 31, 2027.

Presented by: Gerald Sanders.

Mr. Sanders noted there are two vacancies, and this appointment will address one vacancy, and noted he is working with the DDA Board to fill the 2<sup>nd</sup> vacancy.

Motion to appoint Tariq Collins to the Downtown Development Authority Board was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

9. Appointment of Councilwoman Yolanda Barber as the Council Liaison to the Stockbridge Main Street Advisory Board thru December 31, 2027.

Presented by: Lisa Fareed, Downtown Manager

Councilmember Alexander requested the item not be heard because Councilman Thomas is still an active member of the Main Street Advisory Board, and the request to replace him was insensitive, and stated that Councilmember Thomas should be allowed to complete his term on the Board through December 31<sup>st</sup> and a new member appointed in January 2026; and also stated that he would not accept his resignation Councilmember Thomas' resignation from the Main Street Advisory Board, should it be submitted.

Councilmember Barber called for a point of order multiple times, stating the Mayor is required to address a point of order when it is called.

Councilmember Alexander reiterated statements on why the Agenda item should not be heard.

Councilmember Barber continued to call for a point of order.

Mayor Ford recognized the point of order; Councilmember Barber noted that Ms. Fareed has not been given an opportunity to present the Agenda item after being called to the podium by Mayor Ford.

Mayor Ford asked the city's Legal Counsel to research the matter, and asked Ms. Fareed to proceed.

Councilmember Alexander called for a recess.

Councilmember Alexander made a motion to recess for legal research; seconded by Mayor Pro Tem Gantt. The motion passed 3-1 (Alexander, Berry and Gantt Approved) (Barber Opposed citing Ms. Fareed had not been given an opportunity to present the Agenda item).

The Mayor called for a 10-minute recess.

The meeting resumed with no answer regarding the appointment of the City Council Liaison to the Main Street Advisory Board.

The consensus of the Council was to allow legal staff to continue the research and move forward with Agenda Item #10.

10. City of Stockbridge Unaudited Financial Report as of August 31, 2025.

Presented by: Frank Milazi, City Treasurer/CFO

Mr. Milazi stated he was pleased to announce the bank reconciliations are up to date through August 31, 2025, and will present a Summary Report for January through August 2025; and noted the FY2025 Budget Amendment will come to the City Council on October 13, 2025; and noted that similar to FY2024 where there was a budget amendment of \$32 million because expenditures were not budgeted, there are likewise unbudgeted expenses in FY2025 that will require a budget amendment to be in compliance with a balanced budget; and noted today's report will be a summary of funds, whereas the budget amendment that will be presented on October 13<sup>th</sup> will include the details of each account to be amended.

Mr. Milazi presented the Statement of Revenues, noting the City is obligated to spend ARPA funds by December 31, 2026, and noted 2025 Budgeted Revenue equals \$59,492,565.00 and YTD Revenues equals \$31,355,206.10.

Mr. Milazi referenced the URA account, noting the amount budgeted, and the amount received YTD equals zero; and noted all three Enterprise Fund revenue accounts (Water, Sewer, Stormwater and Sanitation) are down and the Finance Department will access and report back to the Governing Body on why the revenues are down.



Mr. Milazi noted Conference Center was discussed during the Retreat, with the biggest expense being Personnel, and noted the \$500,000+ to cover personnel and benefits will be moved to the proper department Events.

Mr. Milazi noted the Amphitheater was budgeted for \$2.6 million dollars in revenue, and that \$1 million dollars of revenue has been received; noting there are additional concerts to come, and the budget amendment will clear out the negative balances with a transfer from the General Fund to make up for the shortfall in revenues.

Councilmember Alexander asked if the being presented were sent to the Mayor & Council via email; Mr. Milazi confirmed, noting there were additional details that have been added.

Mr. Milazi presented the General Fund Expenses as of August 31, 2025, noting the expenses and revenue are almost the same at \$14 million, noting there is a big chunk of revenue for general fund are not yet received, such as sales tax which is one month behind, insurance premiums estimated at \$3.5 million, and property tax estimated at \$7.4 million, all expected to come in during the months of November and December, and will catch up once those three revenue sources are received.

Councilmember Alexander noted the TSPLOST account appears to be over-performing with \$5.6 million dollar projection.

Mr. Milazi confirmed, noting that on the expense side, nothing was budgeted, however, funds have been spent, and those are corrections that will be made through the Budget Amendment, noting the revenue was not budgeted, and the expenses were not budgeted, and confirmed funds have come in, and spending has also occurred.

Councilmember Alexander noted this report is year-to-date, and that it is his understanding there was approximately \$15 or \$16 million dollars in the account, with the revenue received this year, projects need to be completed, noting these funds are in the bank, stating the reporting can appear deceptive because it appears the funds are accumulating.

Mr. Milazi stated that there were two sets of reports that were being made, and that the information and reports that had been presented to the Governing Body to make wise decisions were misleading, and that this report intentionally shows the account balances, and is why the Budget Amendment is necessary to correct all the zeros.

Councilmember Alexander noted to the public that the money is being pulled from SPLOST V, SPLOST VI, and TSPLOST accounts to make the transfers

because the money is in the bank, and not being transferred from the General Fund and he understands it.

Mr. Milazi noted there were expenses incurred from SPLOST V, SPLOST VI, and TSPLOST, and there was funding available in those accounts, however, the majority of the projects were from Public Works, such as the PW vehicle purchase, road paving, and many other projects and citywide projects including ARPA projects that were not budgeted, and those projects required a budget amendment, and unfortunately that was not done, and the Budget Amendment on October 13<sup>th</sup> will make those corrections and balance the budget with revenues and expenses.

Mr. Milazi referenced the Water Department, noting the expenses are higher than the revenues, and the department will look at why the revenues are down, and that every penny will be balanced for revenue and expenses with the Budget Amendment on October 13.

Mayor Pro Tem Gantt asked if these are corrections are resulting from the prior administration of the former City Manager and former Treasurer.

Mr. Milazi stated FY2025 Budget that was prepared and approved last year, and that the first corrections for the FY2025 will be made with the Budget Amendment on October 13, 2025, noting the Governing Body has accepted the audit for FY2024, and now corrections need to be made for January 2025 to current.

Mayor Pro Tem Gantt referenced the ARPA account noting there is no revenue in the account, however, there are expenditures, and asked that to be explained.

Mr. Milazi noted ARPA funds were received they were spent out of General Fund, noting the projects were not budgeted, however the expenses were paid using the General Fund noting the funds were co-mingled, and needs to be separated, and recalled that the city was requested to return \$2.2 million dollars of ARPA funding because proper accounting of the funds and projects was not done, noting the city is obligated to finish ARPA in 2026 and payments were made from General Fund, and should have been in the ARPA account, and that the Budget Amendment on October 13 will make the corrections.

Mayor Pro Tem Gantt noted it has been her recollection over the years that the city's Franchise Fees and SPLOST come in at the end of the year, noting the Franchise Fees are from utilities such as AT&T and Georgia Power, where a portion of what they collect is submitted to the municipalities each year.

Mr. Milazi confirmed that he expects that those funds will be received by the end of the year, and noted the city has received Grant revenues, noting the majority of the grants are reimbursable, and noted the grant funding was held up by various state agencies because the city did not comply; noted compliance and

met all of the requirements, and those funds have been released and will automatically go to the General Fund, where the payments were made.

Mayor Pro Tem Gantt asked why the presentation is being made tonight and not waiting for the Franchise Fees to be received to show the revenue received to show a true budget of revenue and expenses.

Mr. Milazi noted there has not been any reporting of the city's accounting since January because the department has been behind with bank reconciliations, noting the department had a true accounting of expenses, but until the back reconciliations were complete to present proper reporting of the city's finances.

Mayor Pro Tem Gantt asked if this information was recently provided at the Retreat.

Mr. Milazi stated the recent Retreat was information from the departments for the FY2026 Budget, and this report is for the current fiscal year to show where the city is right now as of August 31, 2025.

Mayor Pro Tem Gantt stated the Budget Amendment should not be made until the Franchise Fees and other payments are received.

Mr. Milazi stated the FY2025 is not balanced, and noted one department has three personnel that were not budgeted in 2025 and there is a shortfall of funding, and the account cannot be funded without a Budget Amendment in October, and noted there are other accounts where funds are being spent, but have not been budgeted, noting zero dollars budgeted in TSPLOST and noted all of these issues will be corrected with the Budget Amendment on October 13, and going forward, monthly financial reporting will be provided.

Mayor Ford asked for confirmation of the FY2025 Budget Amendment.  
Mr. Milazi stated the FY 2025 Budget Amendment will be presented October 13<sup>th</sup> and noted a detailed report on revenues and expenses for each account and department will be presented through September 30, 2025.

Councilmember Alexander stated it was his understanding the governing body was to receive quarterly reports, and asked if that has changed to monthly reporting, noting the month-to-month numbers can be thrown off based on trend.

Mr. Milazi asked what the reporting preference of the Council is.

Mayor Pro Tem Gantt asked if the reports were going to be emailed to the Governing Body and not presented at the council meeting.

Mr. Milazi confirmed reports would be emailed.

Councilmember Alexander noted the reporting can appear skewed when revenue is not showing, and the public may not understand.

Mr. Milazi noted revenues will come in later in the year.

Mayor Pro Tem Gantt requested reporting to show revenues from the previous year for comparison.

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

Motion to convene Executive Session for Personnel, Real Estate, Litigation and CyberSecurity was made by Councilmember Barber; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to adjourn Executive Session was made by Councilmember Barber; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Motion to reconvene the meeting and sign an Executive Session Affidavit with no action was made by Councilmember Barber; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to remove Item #9 from the Agenda restating that Councilman Thomas was still an active member of the Main Street Advisory Board, and the request to replace him was insensitive, and that Councilmember Thomas should be allowed to complete his term through December 31, 2025, and would not accept his resignation, should it be submitted; seconded by Councilmember Berry. The motion passed 3-0-1 (Alexander, Berry, Gantt Approved) Barber Abstained citing she did not place the Council Liaison appointment to the Main Street Advisory Board on the Agenda, and noted that Mr. Willie Hopkins, Chairman of the Main Street Advisory Board Chair made the request during a recent City Council meeting where he recognized Councilmember Thomas' service, commitment, and is tenure on the Board, and that Mr. Hopkins stated the with all due respect, the Main Street Advisory Board has been without representation since January, and recommended that she be appointed as the Council Liaison, and Mr. Hopkins noted the Main Street boundaries are within her City Council District 4; and stated that she is the only City Councilmember who is not serving on any Board or Committee of the city.

Mayor Pro Tem Gantt noted her vote was due to the process for replacement not being adhered to, noting there are steps to be taken.

Motion to adjourn the meeting at 9:55 p.m. was made by Councilmember Barber; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

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

- Stockbridge Citizens Police Advisory Council, First Thursday of each month at the Stockbridge Police Dept. Community Meeting Rm. at 6:00 p.m. (Oct 2)
- Youth Council Meeting, First Monday of each month – City Hall Levi Meeting Room at 6:30 p.m. (Oct 6)
- Community Zoning and Information Meeting, Wednesday, October 8<sup>th</sup> at City Hall in the Council Chamber at 6:00 p.m. (Oct 8)
- Main Street Advisory Board Meeting, Second Friday of each month at 9:00 a.m. at the Downtown Connection Center 130 M L King, Sr. Heritage Trail (Oct 10)
- City Council Meeting Second Monday of each month, City Hall Council Chamber (Oct 13)
- Citywide Development Authority Meeting, Second Tuesday of each month, at 6:00 p.m. City Hall Levi Meeting Room (Oct 14)
- Youth Council Advisory Committee Meeting \*Date Change\*, Third Thursday of each month, at 6:30 p.m. City Hall Levi Meeting Room (Oct 16)
- Planning Commission Meeting, Thursday, October 16<sup>th</sup> at 6:30 p.m. City Hall Council Chamber (Oct 16)
- Downtown Development Authority Board Meeting, Third Tuesday of each month, at 6:00 p.m. at the Downtown Connection Center, 130 M L King Sr. Heritage Trail (Oct 21)
- Ethics Board Meeting, Wednesday, October 22<sup>nd</sup> in the Levi Meeting Room at 6:30 p.m. (Oct 22)
- City Council Work Session Meeting, Last Tuesday of each month, October 28<sup>th</sup> at 6:00 p.m. City Hall Council Chamber (Oct 28)

#### **UPCOMING CITY EVENTS/INITIATIVES**

- Join the City of Stockbridge Police Department for National Coffee with a Copy Day, Wednesday, October 1st, from 9:30 am - 11:30 am at Starbucks at 1058 Eagles Landing Parkway.
- Join Mayor Pro Tem Gantt for a Free Line Dancing Class on Wednesday, October 1st, from 6:00 pm to 8:00 pm at the Merle Manders Conference Center. Bring your own fan!
- Haul it to the Hall! Bring your household documents to the City Hall parking lot for FREE shredding on Saturday, October 4<sup>th</sup>, from 8am to noon.
- The Muscle & Mystique Car show is back! Main Street is hosting this amazing car show on Saturday, October 4<sup>th</sup>, from noon - 4pm in downtown Stockbridge at 130 M L K Sr. Heritage Trail. Join us for Live Music, come dressed in your Vintage Outfit and enter the Costume Contest. All ages are welcome.
- The 2025 Municipal Election Forum will take place Tuesday, October 7<sup>th</sup> at 7:00 p.m. at the Merle Manders Conference Center.

- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, October 15<sup>th</sup> from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join the City of Stockbridge for the annual Breast Cancer Love Walk, Saturday, October 18<sup>th</sup> from 10:00 am to noon at Clark Park. For more information, contact the Events Department at [events@stockbridgega.org](mailto:events@stockbridgega.org)
- Join Mayor Pro Tem Gantt for the FREE Annual Fall Festival on Saturday, October 25<sup>th</sup> at Clark Park with Candy, Food Trucks, Games, Costume Contest, Prizes and More!
- Join Mayor Anthony Ford for the monthly Meet the Mayor — Monday, October 27<sup>th</sup> from 10am – noon at City Hall. Meetings are by appointment.
- Stockbridge Main Street is hosting a Diabetes Awareness Walk and Health Fair on Saturday, November 1<sup>st</sup>. Registration begins at 7:30 a.m. the 5k walk will begin at 8:30 a.m. at Clark Park; the Health Fair will take place from 10am - noon at various locations throughout the park (weather permitting) or at the Merle Manders Conference Center lower level.
- Join Councilman Alexander for the District 5 Community Cleanup on Saturday, November 8, 2025, from 9am to 11am. Please meet at the Costco parking lot on Jodeco Rd.
- The Economic Development Department hosts a FREE Business Health Clinic on the 2<sup>nd</sup> Thursday of every month from 9am – 12pm at the Stockbridge Connection Center, 130 M L King Sr. Heritage Trail. Check the Health of Your Business with the FREE Clinic.
- 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.
- Sign Up for real-time alerts about severe weather, road closures and emergencies on the Regroup App. Visit the city's website or social media pages for more information on how and where to sign up. Stay Safe!

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

## 2025 CONCERT SEASON SCHEDULE

- Saturday, October 18<sup>th</sup>, Detroit Gospel Legends featuring Fred Hammond, Donnie McClurkin, Anthony Brown, Vanessa Bell Armstrong, Lisa Page-Brooks, Carvin Winans and Bryon Cage

## MAYOR'S COMMENTS

Mayor Ford reminded everyone about the cold and flu season and to stay protected and healthy with vaccines and boosters; and noted it was football season, wishing all the teams well; and wished everyone a Happy Halloween, and to be safe.

Motion to adjourn the meeting at 9:55 p.m. was made by Councilmember Barber; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Respectfully submitted by:

\_\_\_\_\_  
Vanessa Holiday, City Clerk

\_\_\_\_\_  
Anthony S. Ford, Mayor

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# City of Stockbridge

MEETING DATE

## AGENDA ITEM

September 8, 2025

### FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Request For Proposals (RFP) No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement - CGS, LLC.

BACKGROUND INFORMATION:

The City of Stockbridge Procurement Division requests approval to award a fixed contract to CGS, LLC, Request for Proposal (RFP) Number 2025-0004, for the City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement. The start date of the contract will be January 1, 2026.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$300,000.00

ATTACHMENTS:



### STAFF RECOMMENDATION:

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

The initial term of this Agreement is for one (1) year, with the option to renew for up to four (4) one (1) year periods.

The Procurement Division solicited Request for Proposals (RFP) No. 2025-0004, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement in accordance with the City's Ordinance and the State of Georgia Code.

Request for Proposals (RFP) No. 2025-0004, opened on April 28, 2025 and closed on May 29, 2025.

A total of ten (10) vendors submitted proposals (CGS, LLC, Blount Construction Company, Inc., DAF Concrete, Inc., Construction, Limitless Concrete & Works, Inc., Peachstate Construction Company, LLC, A&S Paving, Inc., The Mitchell Group, LLC, HJF Concrete, and CSTE, Inc. Of the ten (10) submittals, one (1) was deemed non-responsive and nine (9) were evaluated and were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the criteria listed in the RFP, CGS, LLC was ranked the highest.

**Fiscal Impact:** Funds will be provided from SPLOST VI.



**To:** Decius Aaron  
**From:** Shakera Hall, *Procurement Manager*  
**email:** [shall@stockbridgega.org](mailto:shall@stockbridgega.org)  
**Date:** June 17, 2025  
**Subject:** RFP No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement

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The purpose of this memorandum is to provide you with information to be used in determining your selection for the above-referenced Request for Proposal (RFP). The following information is provided:

- a) **Evaluators**
- b) **Evaluation Factors and Evaluation Results**

We request that you select from the list presented your recommendation of award for the subject solicitation. Please note that ten (10) proposals were received. One (1) was deemed non-responsive and nine (9) were evaluated and were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the RFP criteria listed in the RFP, the following vendor was ranked the highest: CGS, LLC in the amount of \$6,441.41.

Please identify your recommendation in the space provided on the attached document. Sign and date the document and return it to the Procurement Department. If you have any questions, please contact me at (678) 833-3322.

**Evaluators:**

Al Barnes, Public Works Operations Manager  
Jeff Greenway, Public Operations Analyst  
Leslie Norsworthy, Public Works Executive Assistant  
Demetrius Well, Fire Chief  
Dedric McClain, Stormwater Supervisor  
Wanda J. Cooley, Procurement Division

**Attachments:**



**REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

**Project Criteria**

| Criteria                                                | Points        | Description                                                                                                                                                                                                                |
|---------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A - Approach</b>                                     | <b>40 pts</b> |                                                                                                                                                                                                                            |
| A-1 - 1 Methodology(ies)                                | 10 pts        | Does the offeror's proposal describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required?     |
| A-2 - 2 Work Plan                                       | 10 pts        | Does the offeror's proposal indicate all key deliverables and their contents?                                                                                                                                              |
| A-3 - 3. Project Schedule                               | 20 pts        | Does the offeror's proposal provide an outline for each performance metric listed in the Scope of Work, and does the proposal demonstrate the team's ability to perform the work requested within an established schedule? |
| <b>B - Qualifications and Experience of the Firm(s)</b> | <b>20 pts</b> |                                                                                                                                                                                                                            |
| B-1 - 1.                                                | 5 pts         | Did the offeror list 3-5 similar projects completed in the last five years?                                                                                                                                                |
| B-2 - 2.                                                | 5 pts         | Does the offeror's proposal contain the number of contracts on hand, detailing the schedules, the gross of each contract amount, and approximate timelines?                                                                |



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

|                                                       |                |                                                                                                                                                                                                  |
|-------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-3 - 3.                                              | 5 pts          | Did the offeror's proposal indicate any failures to complete work awarded to them? If so, did they provide where and why?                                                                        |
| B-4 - 4.                                              | 5 pts          | Does the offeror's proposal include a warranty?                                                                                                                                                  |
| <b>C - Qualifications and Experience of Key Staff</b> | <b>10 pts</b>  |                                                                                                                                                                                                  |
| C-1 - 1.                                              | 5 pts          | Does the offeror's proposal identify key individuals to be assigned to this project and include the function an/or responsibility of each identified individual?                                 |
| C-2 - 2.                                              | 5 pts          | Does the offeror's provide experience summaries of these key individuals with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable? |
| <b>D - Cost</b>                                       | <b>30 pts</b>  |                                                                                                                                                                                                  |
| D-1 -                                                 | 30 pts         |                                                                                                                                                                                                  |
| <b>Total</b>                                          | <b>100 pts</b> |                                                                                                                                                                                                  |



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

## CGS Waterproofing LLC - Scoring Summary

### Evaluation Group 1 - Evaluation Team

|                   | Total    | A - Approach | A-1 - 1.<br>Methodology(ies) | A-2 - 2. Work Plan | A-3 - 3. Project<br>Schedule |
|-------------------|----------|--------------|------------------------------|--------------------|------------------------------|
| Reviewer          | / 70 pts | / 40 pts     | / 10 pts                     | / 10 pts           | / 20 pts                     |
| Al Barnes         | 45 pts   | 30 pts       | 10 pts                       | 10 pts             | 10 pts                       |
| Jeff Greenway     | 70 pts   | 40 pts       | 10 pts                       | 10 pts             | 20 pts                       |
| Demetries Wells   | 50 pts   | 27 pts       | 10 pts                       | 8 pts              | 9 pts                        |
| Dedric McClain    | 70 pts   | 40 pts       | 10 pts                       | 10 pts             | 20 pts                       |
| Leslie Norsworthy | 62 pts   | 35 pts       | 9 pts                        | 9 pts              | 17 pts                       |
|                   |          | Average:     | 9.8 pts                      | 9.4 pts            | 15.2 pts                     |



**REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                    | Total           | A - Approach      | A-1 - 1.<br>Methodology(ies) | A-2 - 2. Work Plan | A-3 - 3. Project<br>Schedule |
|--------------------|-----------------|-------------------|------------------------------|--------------------|------------------------------|
| <b>Reviewer</b>    | <b>/ 70 pts</b> | <b>/ 40 pts</b>   | <b>/ 10 pts</b>              | <b>/ 10 pts</b>    | <b>/ 20 pts</b>              |
|                    |                 | <b>Consensus:</b> | -                            | -                  | -                            |
|                    |                 |                   | ↓                            | ↓                  | ↓                            |
| <b>Calculated:</b> | <b>59.4 pts</b> | <b>34.4 pts</b>   | <b>9.8 pts</b>               | <b>9.4 pts</b>     | <b>15.2 pts</b>              |

|                 | B - Qualifications<br>and Experience of<br>the Firm(s) | B-1 - 1.       | B-2 - 2.       | B-3 - 3.       | B-4 - 4.       |
|-----------------|--------------------------------------------------------|----------------|----------------|----------------|----------------|
| <b>Reviewer</b> | <b>/ 20 pts</b>                                        | <b>/ 5 pts</b> | <b>/ 5 pts</b> | <b>/ 5 pts</b> | <b>/ 5 pts</b> |
| Al Barnes       | 8 pts                                                  | 2 pts          | 2 pts          | 2 pts          | 2 pts          |
| Jeff Greenway   | 20 pts                                                 | 5 pts          | 5 pts          | 5 pts          | 5 pts          |
| Demetries Wells | 13 pts                                                 | 5 pts          | 5 pts          | 2 pts          | 1 pts          |



**REQUEST FOR PROPOSALS (RFP) No. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                    | <b>B - Qualifications and Experience of the Firm(s)</b> | <b>B-1 - 1.</b> | <b>B-2 - 2.</b> | <b>B-3 - 3.</b> | <b>B-4 - 4.</b> |
|--------------------|---------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Reviewer</b>    | <b>/ 20 pts</b>                                         | <b>/ 5 pts</b>  | <b>/ 5 pts</b>  | <b>/ 5 pts</b>  | <b>/ 5 pts</b>  |
| Dedric McClain     | 20 pts                                                  | 5 pts           | 5 pts           | 5 pts           | 5 pts           |
| Leslie Norsworthy  | 19 pts                                                  | 4 pts           | 5 pts           | 5 pts           | 5 pts           |
|                    | <b>Average:</b>                                         | <b>4.2 pts</b>  | <b>4.4 pts</b>  | <b>3.8 pts</b>  | <b>3.6 pts</b>  |
|                    | <b>Consensus:</b>                                       | -               | -               | -               | -               |
|                    |                                                         | ↓               | ↓               | ↓               | ↓               |
| <b>Calculated:</b> | <b>16 pts</b>                                           | <b>4.2 pts</b>  | <b>4.4 pts</b>  | <b>3.8 pts</b>  | <b>3.6 pts</b>  |



**REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                    | <b>C - Qualifications<br/>and Experience of<br/>Key Staff</b> | <b>C-1 - 1.</b> | <b>C-2 - 2.</b> |
|--------------------|---------------------------------------------------------------|-----------------|-----------------|
| <b>Reviewer</b>    | <b>/ 10 pts</b>                                               | <b>/ 5 pts</b>  | <b>/ 5 pts</b>  |
| Al Barnes          | 7 pts                                                         | 5 pts           | 2 pts           |
| Jeff Greenway      | 10 pts                                                        | 5 pts           | 5 pts           |
| Demetries Wells    | 10 pts                                                        | 5 pts           | 5 pts           |
| Dedric McClain     | 10 pts                                                        | 5 pts           | 5 pts           |
| Leslie Norsworthy  | 8 pts                                                         | 4 pts           | 4 pts           |
|                    | <b>Average:</b>                                               | <b>4.8 pts</b>  | <b>4.2 pts</b>  |
|                    | <b>Consensus:</b>                                             | -               | -               |
|                    |                                                               | ↓               | ↓               |
| <b>Calculated:</b> | <b>9 pts</b>                                                  | <b>4.8 pts</b>  | <b>4.2 pts</b>  |





REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

Evaluation Group 2 - Procurement Department

|              | Total     | D - Cost   | D-1 -                  |
|--------------|-----------|------------|------------------------|
| Reviewer     | / 30 pts  | / 30 pts   | / 30 pts               |
| Wanda Cooley | 16.02 pts | 16.02 pts  | \$6,441.41             |
|              |           | Average:   | \$6,441.41             |
|              |           | Consensus: | -                      |
|              |           |            | ↓                      |
| Calculated:  | 16.02 pts | 16.02 pts  | 16.02 pts (\$6,441.41) |

**STAFF COMMENTS:**[illegible]

*Decius Aaron, Public Works Department*

Date mm/dd/yyyy

## Contract

### RFP No. 2025-0004, Annual On-Call Sidewalk Repairs And Replacement

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and **CGS, LLC**, Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

**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 services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026, 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

#### OPTIONAL 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.

Upon each renewal option, the contractor shall provide the City with updated contact information for the designated person responsible for overseeing the work. This information must include their name, telephone number, email address, cell phone number, and contact information for their immediate supervisor.

#### 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 of the

##### Contract documents:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security And Immigration Compliance Act Affidavit..
- Exhibit F: Drug-Free Work Place.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status For Public Benefit Application.
- Exhibit I: Cost Proposal.

#### 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 I.

**5. INDEMINIFICATION 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 provided 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, sex, national origin, age, or disability which does not preclude the applicant 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 DeKalb County, Georgia.

**14. MERGER CLAUSE:**

The parties agree that the terms of this Contract included 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 following page.*

**STOCKBRIDGE, GEORGIA**

By: \_\_\_\_\_

Anthony S. Ford  
Mayor, City of Stockbridge, Georgia

ATTEST: \_\_\_\_\_

Vanessa Holiday  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**SERVICE PROVIDER:**

Signature \_\_\_\_\_

Date 7/2/25

Print Name Joaquin Contreras

Print Title owner

ATTEST:

Signature \_\_\_\_\_

Date 7/2/25

Print Name Natalie Serna

Print Title Office Admin

**Request for Proposal No. 2025-0004  
On-Call Sidewalk Repairs and Replacement**

**Date: April 28, 2025**

**Optional Pre-bid Conference – In Person  
Monday, May 12, 2025, at 1:30 p.m. EST.  
4640 N. Henry Boulevard, Levi Conference Room  
Stockbridge, Georgia 30281**

**PROPOSAL DUE DATE:  
Thursday, May 29, at 3:00 p.m. EST.**

**Bids shall only be accepted online through the Bonfire Portal at:  
[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)**

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

**Instructions to Offerors:**

1. All communications regarding this solicitation must be with the Contract Specialist, Wanda J. Cooley, [Wcooley@stockbridgega.org](mailto:Wcooley@stockbridgega.org).
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#). Questions are due no later than **Friday, May 16, at 2:30 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 or related to the solicitation will be posted on Bonfire website at [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#) and it is the Offeror's responsibility to 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 to make 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.

**PROPOSAL LETTER**  
**Request for Proposal No. 2025-0004**  
**Annual On-Call Sidewalk Repairs and Replacement**

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION**  
**(Proposer to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

Email \_\_\_\_\_



## **Contract**

### **RFP No. 2025-0004, Annual On-Call Sidewalk Repairs & Replacement**

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and \_\_\_\_\_, Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

**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:**

The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. The contract period for this contract is for the duration of the project. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

#### **OPTIONAL 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 of the

##### **Contract documents:**

- Exhibit A: General Conditions.
- Exhibit B: Scope of Work and Specifications.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: General Concrete Work Bid Form/Cost Proposal.

#### **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 I.

**5. INDEMINIFICATION 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 provided 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, sex, national origin, age, or disability which does not preclude the applicant 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 included 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 following page.*

**STOCKBRIDGE, GEORGIA**

By: \_\_\_\_\_

Anthony S. Ford

Mayor, City of Stockbridge, Georgia

ATTEST: \_\_\_\_\_

Vanessa Holiday

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**SERVICE PROVIDER:**

Signature\_\_\_\_\_

Date \_\_\_\_\_

Print Name\_\_\_\_\_

Print Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

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 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. SERVICE PROVIDER'S PERSONNEL**

- 3.1 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.
- 3.2 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.
- 3.3 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

**EXHIBIT A**  
**GENERAL CONDITIONS**

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 employees.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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).
  - 3.9.1 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.
  - 3.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the

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Supervisor and the City, but the final required times will be the City's discretion.

3.9.3 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 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

3.10 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.

**4. TOOLS AND EQUIPMENT**

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.

**5. PERFORMANCE REQUIREMENTS**

5.1 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.

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

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

5.4 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.

5.5 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.

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**6. CONFIDENTIAL INFORMATION**

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**7. 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.

**8. 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 worksite and other persons including, but not limited to, the general public who may be affected thereby.

**9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

- 9.1 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.



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- 9.2 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 indicating all subcontractors have paid, with each invoice.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stockbridge, GA, Accounts Payable, 4640 N. Henry Blvd Stockbridge, GA. 30281.
- 9.7 The Service Provider will agree to comply with the City of Stockbridge's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against 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.
- 9.9 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.

**10. COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 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

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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.

- 10.2 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.
- 10.3 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.

**11. 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 11 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 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

**12. INDEMNIFICATION AND INSURANCE**

- 12.1 This section omitted.
- 12.2 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.

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- 12.3 To the extent allowed under Georgia law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ( other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants. 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 the performance of the Contract.
- 12.4 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 statute 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.
- 12.5 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 12 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.

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12.6 No provisions of Section 12 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.

12.7 Insurance

12.7.1 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 DOLLORS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 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.

12.7.1.2 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.

12.7.1.2 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

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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.

12.7.1.3 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.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

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

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 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.

12.7.10 Other Insurance Requirements. All insurance policies required by this Section 12.7 shall provide 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 13.2 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 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability,

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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.

**13. LIABILITY INSURANCE**

13.1 N/A

13.2 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 than 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.

**14. CONTRACT ADJUSTMENTS**

14.1 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.

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- 14.2 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.
- 14.3 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.

**15. SUBCONTRACTORS**

- 15.1 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 Statement of Qualifications.
- 15.2 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 15. 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.
- 15.3 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 and submission of invoices and the

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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



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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.
- 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 of a custodian, receiver, or trustee for all or a substantial part of its assets; (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,

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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) from 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.

**17. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City Mor 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.

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**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 N. Henry Blvd.  
Stockbridge, GA 30281

Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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**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:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

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- 20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 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 Cod. This provision shall survive the expiration or termination of the Contract.

**22. GENERAL PROVISIONS**

- 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

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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 Request for Proposal, 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 to 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 Provider 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 costs, 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 initiated 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

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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.

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- 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 regulation, 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



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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

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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 over billed 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

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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**  
**SCOPE OF WORK AND SPECIFICATIONS**

**1.1 BACKGROUND:**

The City of Stockbridge is in the northern part of Henry County, Georgia, which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale, and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents and has a referendum on the November 2022 ballot that could add an additional 6,600 residents.

**1.2 SUMMARY:**

The City of Stockbridge is requesting proposals from contractors with experience in sidewalk repair and/or replacement to repair or replace selected sidewalks in the City. Respondents must comply with the minimum qualifications and shall submit a bid to install four (4") inch thick sidewalk (six (6") inch for all driveways) for all sections to be replaced as described in this RFP. Respondents should take note that the City is requesting an itemized bid response for completion of each section of sidewalk. The final sections of sidewalk to be repaired will be agreed upon by both parties before construction begins.

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

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10') feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (¼") inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (¼") inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (½") inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10') foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes, or other irregularities.

All sidewalks shall be a minimum four (4") inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6") inch depth over a six (6") inch

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### **SCOPE OF WORK AND SPECIFICATIONS**

aggregate base. All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety.

All sidewalk repairs/replacements shall meet the following specifications:

1. Contractor will secure all permits necessary prior to construction.
2. Once Contractor has begun demolition, the Contractor will supply materials, as available, to rope off the area. Demolition debris to be removed by the Contractor.
3. All drive-way forms must be inspected by the City before pour.
4. All fill sand added will be machine compacted in place, if necessary.
5. Control joints will be placed every three (3') to five (5') feet to match existing sidewalk.
6. Concrete mix must conform to the standards of the adjoining sidewalks.
7. Contractor to form and pour the concrete, to include hand excavation to establish grade and the setting of forms.
8. Contractor, sub-contractor, or suppliers are to avoid driving on lawn and grassy areas. All damage as a result must be fully repaired by Contractor.
9. Concrete shall have a light broom finish.
10. Contractor shall provide round edges on sides.
11. Decorative brick shall be installed to match existing brick work, when necessary.
12. The Contractor shall barricade and protect poured/placed concrete from all damage, rainy conditions, marks, marks and/or graffiti. Any damaged, defaced, or defective concrete shall be replaced at the Contractor's expense. Concrete replacement areas shall be from score mark, or control joint, to score mark or control joint, and shall be the full width of the sidewalk. All concrete replacement areas shall be saw-cut.
13. Contractor will be responsible for restoration along the edges of the new sidewalk once the forms are removed.
14. Contractor will be responsible for driveway packing and backfill, if impacted.
15. Contractor will be responsible for all traffic signage (pedestrian and vehicle), safety equipment, traffic cones and other items needed to inform the public of a construction site.
16. Contractor will provide barricades to assist in pedestrian and traffic control.
17. Contractor and Public Works Director or their designee will conduct site inspections to ensure project completion.

#### **PROCESS:**

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

#### **CHANGES IN WORK:**

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

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### **SCOPE OF WORK AND SPECIFICATIONS**

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

#### **PROJECT AREA:**

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter or perform other concrete repairs at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps.

The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty-five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

#### **NOTIFICATIONS:**

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed seven (7) calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates, and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval seven (7) calendar days prior to distribution.

#### **Review of Contract Documents and Job Sites:**

The Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies, or the discovery of unforeseen conditions shall be reported to the City immediately.

#### **CONTRACTOR REQUIREMENTS:**

o Provide all labor, equipment, and materials necessary to perform repair/maintenance work as directed by the City.

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

- o Take responsibility for the performance of work as directed by the City.
- o Provide all required resources for the safety of the public and their staff during the work.
- o Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- o Perform all work in a thorough, competent, professional, and workmanlike manner.
- o Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state, and federal regulations.

**INSPECTION OF THE WORK:**

1. The Contractor shall notify the City, forty-eight (48) hours in advance of the start of work in any area.
2. All work performed, and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least twenty-four (24) hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
3. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
4. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
5. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

**CONSTRUCTION METHODS:**

Existing improvements, buildings, trees, shrubs, and other items near areas where sidewalk repair is being executed shall be protected from damage that could result from the Contractor's operations. The Contractor shall be responsible for repairing, at their expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

The Contractor shall utilize dust palliative products and techniques in order to protect any and all project adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. The Contractor shall be responsible for all project clean-up, the cost of which shall be included in square foot and/or total sum costs. Surplus spoils/materials shall become the Contractor's property and shall be disposed of away from project areas in accordance with Georgia Solid Waste Management practices.

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

**QUALITY CONTROL:**

Work covered will be performed by a single firm experienced in repair/maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:
  - a. Completed past contracts in accordance with the contract documents.
  - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

**HOURS WHEN WORK IS TO BE PERFORMED:**

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. No work shall be done on the weekends without written permission from the City.

**TRAFFIC CONTROL:**

The Contractor shall conduct repair/maintenance operations in a manner that causes minimum obstruction and inconvenience to the public. A traffic control plan shall be implemented and must conform to the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards. The Contractor shall furnish certified flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

**SCHEDULE:**

For each project requested by the City, the Contractor shall conduct an initial assessment of the



**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

**DELAYS IN SCHEDULE:**

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**EXTRA WORK:**

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the bid sheet. If the City desires, it may request work to be taken on a "quote basis". Such method of payment for "Extra Work" will be a "not to exceed, quote" submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials, and equipment to complete such work.

**INCLEMENT WEATHER:**

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit

**HOLIDAYS:**

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City.

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **CALLBACKS:**

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

#### **COMPLAINTS:**

Complaints regarding repairs/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

#### **EMERGENCY SERVICES:**

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure, or some component thereof. As part of its emergency services provisions, the Contractor shall:

- Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service.
- Respond to the scene of the emergency within two (2) hours of call-out.
- Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City.
- Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

#### **BREAKDOWN OF EQUIPMENT:**

At all times, the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task. If down for more than one (1) hour, a penalty will be assessed at the rate of \$50 per hour for each hour above and beyond one (1) hour.

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **STORAGE OF EQUIPMENT:**

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

#### **REPORTS:**

The Contractor shall provide to the City detailed reports of all street repair/maintenance services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed, and date completed.

#### **CONCRETE PRICE QUOTATION:**

Unit price bids as indicated on the following bid form sheets shall include excavation, stone bedding, rubberized expansion material (ASTM D-1751-97), topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period. Pricing will adhere to the following:

- All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- Bidder shall provide an overall bid for the project and a bid for each component.
- Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
- Unit price bid for all items shall include all water quality, erosion, and traffic control measures inclusive of permit to comply with local, state, and federal requirements.

#### **REVIEW AND SELECTION PROCESS:**

The City reserves the right to make the selection based on its sole discretion. A committee of City staff will evaluate the proposals received in response to this RFP, each of which will be rated based on current organizational needs. Criteria which will be used to evaluate responses will include, but not be limited to, the following:

1. Quality and completeness of the proposal.
2. Ability to schedule and efficiently perform the required work.
3. Cost effectiveness of the proposal compared to the requested scope of work. Utilizing the criteria listed above and any additional criteria the City deems necessary, a recommendation of the selected candidate will be made to the City Manager. The Procurement Manager will make a final recommendation to the Mayor and City Council, which is the governing body that will award the final contract.

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

**No minimum delivery quantity per project.** The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

**CONDITIONS:**

1. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
2. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
3. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Georgia license and a City of Stockbridge Business License throughout the duration of the contract.
4. The Contractor shall maintain insurance provisions as required in the contract.

***End of Exhibit B.***

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**I. REQUEST FOR PROPOSAL PROCESS**

The proposal must contain the information outlined below.

Please include a title on each page of your proposal and number the pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria

**1. Cover/Transmittal Letter**

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including the name of the company (include any dba names); headquarters and parent company locations; and a brief history of the company.
- ii. Company's mailing address, contact person, telephone number for the primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

**2. Executive Summary**

Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the team. Indicate the address and telephone number of the respondent's office located nearest to Stockbridge, Georgia, and the office from which the project will be managed.

**3. Evaluation and Selection Criteria**

The City, at its discretion, may award the contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the City:

**A. Approach**

1. **Methodology(ies):** This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required.
2. **Work Plan:** Indicate all key deliverables and their contents.
3. **Project Schedule:** Provide an outline for each performance metric listed in the Scope of Work. Demonstrate your team's ability to perform the work requested within an established schedule.

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**B. Qualifications and Experience of the Firm(s)**

1. List 3-5 similar projects completed in the last 5 five years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines).
3. Have you ever failed to complete any work awarded to you, if so, where, and why?
4. How long do you warrant a project?

**C. Qualifications and Experience of Key Staff**

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable.

**D. Cost Proposal**

**1. Preventative Maintenance**

- Provide a lump sum bid for all scheduled services based on unit pricing

**2. Additional Labor Costs**

- Normal Hours: Monday through Friday, 7AM to 4 PM b. After Hours/Holidays Billed at approved overtime rates

**3. Parts and Materials**

- No more than a 5% markup; provide a detailed price

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

| <b>Criteria</b>                              | <b>Points</b> |
|----------------------------------------------|---------------|
| Technical Approach/Project Management        | 40            |
| Qualifications and Experience of the Firm(s) | 20            |
| Qualifications and Experience of Key Staff   | 10            |
| Cost                                         | 30            |
| <b>Highest Possible Score</b>                | <b>100</b>    |

- a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.

- c. The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers, and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

**II. SUBMISSION OF RFP**

Proposals shall be submitted online thru the Bonfire Portal, and identified as follows:

**RFP Number: 2025-0004, Annual On-Call Sidewalk Repairs And Replacement**  
**Optional Pre-bid Conference (In Person): Monday, May 12, 2025, at 1:30 p.m. EST**  
**Questions Due: Friday, May 16, at 2:30 p.m. EST**  
**Proposal Due Date: Thursday, May 29, 2025, at 3:00 p.m. EST**

**Proposals shall only be accepted online through the Bonfire Portal**

[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)

All submissions are due in Bonfire no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibit C-I **must be attached** in Bonfire and must be signed by a person authorized to legally bind the company.

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**III. EVALUATION CRITERIA AND PROCESS**

- a. All RFPs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP's that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in Evaluation and Selection Criteria. Discussions may be conducted by the City of Stockbridge with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be a deciding factor in this RFP, only Proposal.
- c. The City of Stockbridge reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the Stockbridge website at [www.stockbridgega.gov](http://www.stockbridgega.gov).
- d. Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Stockbridge reserves the right to reject all RFP's submitted in response to this RFP.

**IV. OTHER CONSIDERATIONS**

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Stockbridge. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors, including invoice payments. If you have any questions or concerns, please feel free to email:  
City of Stockbridge  
Purchasing Office  
[Shall@stockbridgega.org](mailto:Shall@stockbridgega.org)



**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

- b. Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

**V. CERTIFICATION**

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services specified; and for the privilege of doing so on the City of Stockbridge premises. I understand that, upon proper acceptance of this offer by the City of Stockbridge, a contract will thereby be created.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Email address

***End of Exhibit C.***

**EXHIBIT D**  
**BOND DOCUMENTS**

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

**EXHIBIT D**  
**BOND DOCUMENTS**

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.

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.

**EXHIBIT D**  
**BOND DOCUMENTS**

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)  
(Seal)

\_\_\_\_\_  
(Principal)

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

**EXHIBIT D**  
**BOND DOCUMENTS**

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 obligee, 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 to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., 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: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

**EXHIBIT D**  
**BOND DOCUMENTS**

---

(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.G.A. § 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  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

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. 99-60

**EXHIBIT E**  
**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 \_\_\_\_\_, 20\_\_

[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 \_\_\_\_\_ (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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

***End of Exhibit F.***

**EXHIBIT G**  
**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at <https://stockbridgega.org/departments/procurement-division> and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent      Date

***End of Exhibit G.***

**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

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

1. \_\_\_\_\_ I am a United States citizen

**OR**

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

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

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* Alien Registration number for non-citizens: \_\_\_\_\_

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

Subscribed and Sworn Before Me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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:

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***End of Exhibit H.***

**EXHIBIT I:**  
**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**  
**RFP No. 2025-0004**  
**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

| <b><u>ITEM DESCRIPTION</u></b>                                                                        | <b><u>UNIT</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>AMOUNT</u></b> |
|-------------------------------------------------------------------------------------------------------|--------------------|--------------------------|----------------------|
| REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)                                                | S.Y.               | \$                       | \$                   |
| REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)                                                   | L.F.               | \$                       | \$                   |
| CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)                                             | S.F.               | \$                       | \$                   |
| EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)                  | S.F.               | \$                       | \$                   |
| EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                        | S.F.               | \$                       | \$                   |
| CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD) | S.F.               | \$                       | \$                   |
| CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                            | S.F.               | \$                       | \$                   |
| CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)                                | S.F.               | \$                       | \$                   |
| BLACK FIBER BOARD EXPANSION JOINT                                                                     | L.F.               | \$                       | \$                   |
| RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)                                                           | L.F.               | \$                       | \$                   |
| EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)                                          | L.F.               | \$                       | \$                   |
| CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)                                   | L.F.               | \$                       | \$                   |
| ADJUSTMENT OF CATCH BASIN GRATES & FRAMES                                                             | EACH               | \$                       | \$                   |
| ADJUSTMENT OF WATER VALVE BOXES                                                                       | EACH               | \$                       | \$                   |

**EXHIBIT I**

**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**

**RFP No. 2025-0004**

**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                                                                        |             |                   |               |
|------------------------------------------------------------------------|-------------|-------------------|---------------|
| ADJUSTMENT OF MANHOLE COVERS & FRAMES                                  | EACH        | \$                | \$            |
| ADJUSTMENT OF WATER METERS                                             | EACH        | \$                | \$            |
| BERMUDA SOD – PER GDOT                                                 | S.F.        | \$                | \$            |
| <b>ITEM DESCRIPTION</b>                                                | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|                                                                        |             |                   |               |
| SEED & STRAW – PER GDOT                                                | S.F.        | \$                | \$            |
| REMOVAL OF TREE & STUMP GRINDING                                       | EACH        | \$                | \$            |
| REMOVAL OF TREE ROOT UNDER THE SIDEWALK ONLY                           | EACH        | \$                | \$            |
| REMOVAL AND INSTALLATION OF ADA RAMP INCLUDING DETECTOR WARNING STRIPS | EACH        | \$                | \$            |
|                                                                        |             |                   |               |

**TOTAL BASE BID \$** \_\_\_\_\_

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**TOTAL BASE BID IN WORDS**

*End of Exhibit I.*





Where Community Connects

City of Stockbridge Purchasing Division

City of Stockbridge City Hall  
4640 North Henry Boulevard  
Stockbridge, GA 30281

## ADDENDUM No. 1

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2025-0004

Solicitation Title: CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK  
REPAIRS AND REPLACEMENT

### **ATTENTION ALL POTENTIAL BIDDERS:**

☒ X

**MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**

This addendum forms a part of the contract documents, modifies the original bidding Documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

### **TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Words in ~~striketrough~~-type are deletions from existing text. Words in **bold, underline** type are additions to existing text.

1. Proposal Due Date has not changed. The Proposal Due Date is Thursday, May 29, 2025, 3:00 PM EST.
2. The deadline for questions has not changed. The deadline for questions is Friday, May 16, 2025, 2:30 PM EST.

### **CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS**

Q1. **Concrete Mix:** If contractor is pouring 1 yd. or less of concrete, can it be bag concrete?

A1. Yes

Q2. **Subdivisions:** Will majority of work be in subdivisions?

A2. Yes

- Q3. **Renewal:** Will there be an option to renew? If so, will there be a % of markup allowed?  
A3. There will be an option to renew. Any proposed increase can not exceed the annual Consumer Price Index (CPI).
- Q4. **Work Size** – In Exhibit B under Project Area, the first and second paragraph seem to contradict each other. The first paragraph states work will be no less than 1000 sf of sidewalk, while the second paragraph states a minimum of 25 sf of sidewalk. Could you please clarify? What will the minimum size of work orders be?  
A4. The work requested will not be less than one-hundred (100) square feet.
- Q5. **Traffic Control** – Can a line item be added for traffic control?  
A5. Yes. However, the City reserves the right to review and approve the costs associated with traffic control.
- Q6. **Trees** – On removal of tree and stump grinding line item, what is the diameter of trees?  
A6. Stumps must be at least 12 inches in diameter.
- Q7. **Graffiti Damage** – How long after concrete is completed will contractor be responsible for graffiti damage?  
A7. Thirty (30) days.
- Q8a. For any work, material requested outside of the RFP will that be a change order?  
A8a. Yes. Work outside of the RFP will be considered a change order.
- Q8b. Is and of this work for the RFP need to be Bonded?  
A8b. All work will need to be bonded.
- Q8c. It states in the RFP that an inspection has to be performed before the concrete is poured, will this have to be scheduled in advance and if so how far in advance will be have to schedule it. Or will the inspection be readily available?  
A8c. Inspections will have to be scheduled at least twenty-four (24) hours in advance.
- Q8d. On Number 11 of the SOW on pg. 31 Decorative brick shall be installed to match existing brick work, when necessary. This will be priced outside of the RFP correct?  
A8d. Yes.
- Q8e. Will we need to call GA-811 Locates for this RFP  
A8e. Yes. Per GA law, 811 will have to be called prior to any excavations.

## **End of Addendum No. 1**

ADDENDUM NO. 2

SOLICITATION NO.: **REQUEST FOR PROPOSALS (RFP) NO. 2025-0004**

SOLICITATION TITLE: **ANNUAL ON-CALL SIDEWALK REPAIRS & REPLACEMENT**

**ATTENTION ALL POTENTIAL BIDDERS:**

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**  
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

**TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. **The RFP closing time has changed to Tuesday, June 3, 2025, at 3:00 PM EDT.**
2. **Added: Update Exhibit D to reflect the full bid documents.**



PROCUREMENT DIVISION

4640 N. Henry Boulevard, Stockbridge, GA 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . All other terms, conditions, and specifications of the solicitation remain unchanged.

---

Name of Company / Firm / Organization

---

Printed Name of Authorized Rep. / Title

---

Signature of Authorized Representative / Date

**EXHIBIT D**  
**BOND DOCUMENTS**

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:

**Request For Proposal, No. 2025-0006**  
**Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance and Construction**

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, not as a penalty, but as liquidated damages.

**EXHIBIT D**  
**BOND DOCUMENTS**

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)  
(Seal)

\_\_\_\_\_  
(Principal)

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 Oblige, 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: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

**EXHIBIT D**  
**BOND DOCUMENTS**

---

(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.***



**Response Proposals Listing  
for  
Request for Proposals No. 2025-0004  
Annual On-Call Sidewalk Repairs and Replacement**

*The following proposals were received in response to Request For Proposals No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement by the closing date of 6/3/2025, 3:00PM, EST.*

A & S Paving, Inc.

Blount Construction Company, Inc.

CGS Waterproofing, LLC

Construction

CSTE, Inc.

DAF Concrete, Inc.

HFJ Concrete

Limitless Concrete & Works, Inc.

Peach State Construction Co., LLC

The M. Mitchell Group, LLC



**EXHIBIT I:**  
**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**  
**RFP No. 2025-0004**  
**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

| <b>ITEM DESCRIPTION</b>                                                                               | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|-------------------------------------------------------------------------------------------------------|-------------|-------------------|---------------|
| REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)                                                | S.Y.        | \$ 30.63          | \$ 30.63      |
| REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)                                                   | L.F.        | \$ 13.75          | \$ 13.75      |
| CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)                                             | S.F.        | \$ 8.13           | \$ 8.13       |
| EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)                  | S.F.        | \$ 8.13           | \$ 8.13       |
| EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                        | S.F.        | \$ 8.38           | \$ 8.38       |
| CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD) | S.F.        | \$ 30             | \$ 30         |
| CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                            | S.F.        | \$ 8.50           | \$ 8.50       |
| CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSI W/FIBER MESH)                                | S.F.        | \$ 9.25           | \$ 9.25       |
| BLACK FIBER BOARD EXPANSION JOINT                                                                     | L.F.        | \$ 1.88           | \$ 1.88       |
| RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)                                                           | L.F.        | \$ 6.25           | \$ 6.25       |
| EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)                                          | L.F.        | \$ 33.13          | \$ 33.13      |
| CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)                                   | L.F.        | \$ 38.13          | \$ 38.13      |
| ADJUSTMENT OF CATCH BASIN GRATES & FRAMES                                                             | EACH        | \$ 23.75          | \$ 23.75      |
| ADJUSTMENT OF WATER VALVE BOXES                                                                       | EACH        | \$ 312.50         | \$ 312.50     |



**EXHIBIT I**

**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**

**RFP No. 2025-0004**

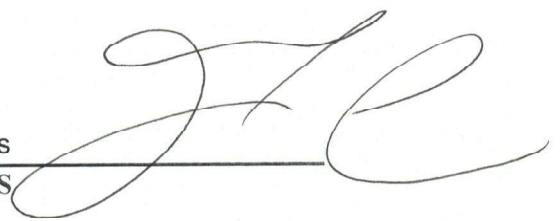
**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                                                                        |                    |                          |                      |
|------------------------------------------------------------------------|--------------------|--------------------------|----------------------|
| ADJUSTMENT OF MANHOLE COVERS & FRAMES                                  | EACH               | \$ 1,375                 | \$ 1,375             |
| ADJUSTMENT OF WATER METERS                                             | EACH               | \$ 437.50                | \$ 437.50            |
| BERMUDA SOD – PER GDOT                                                 | S.F.               | \$ 20                    | \$ 20                |
| <b><u>ITEM DESCRIPTION</u></b>                                         | <b><u>UNIT</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>AMOUNT</u></b> |
|                                                                        |                    |                          |                      |
| SEED & STRAW – PER GDOT                                                | S.F.               | \$ 1.50                  | \$ 1.50              |
| REMOVAL OF TREE & STUMP GRINDING                                       | EACH               | \$ 537.50                | \$ 537.50            |
| REMOVAL OF TREE ROOT UNDER THE SIDEWALK ONLY                           | EACH               | \$ 350                   | \$ 350               |
| REMOVAL AND INSTALLATION OF ADA RAMP INCLUDING DETECTOR WARNING STRIPS | EACH               | \$ 3,187.50              | \$ 3,187.50          |
|                                                                        |                    |                          |                      |

**TOTAL BASE BID \$** 6,441.41

Six Thousand Four Hundred Fourty One and Fourty One Cents

**TOTAL BASE BID IN WORDS**



*End of Exhibit I.*

**Request for Proposal No. 2025-0004  
On-Call Sidewalk Repairs and Replacement**

**Date: April 28, 2025**

**Optional Pre-bid Conference – In Person  
Monday, May 12, 2025, at 1:30 p.m. EST.  
4640 N. Henry Boulevard, Levi Conference Room  
Stockbridge, Georgia 30281**

**PROPOSAL DUE DATE:  
Thursday, May 29, at 3:00 p.m. EST.**

**Bids shall only be accepted online through the Bonfire Portal at:  
[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)**

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

**Instructions to Offerors:**

1. All communications regarding this solicitation must be with the Contract Specialist, Wanda J. Cooley, [Wcooley@stockbridgega.org](mailto:Wcooley@stockbridgega.org).
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#). Questions are due no later than **Friday, May 16, at 2:30 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 or related to the solicitation will be posted on Bonfire website at [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#) and it is the Offeror's responsibility to 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 to make 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.

**PROPOSAL LETTER**  
**Request for Proposal No. 2025-0004**  
**Annual On-Call Sidewalk Repairs and Replacement**

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION**  
**(Proposer to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

Email \_\_\_\_\_

## **Contract**

### **RFP No. 2025-0004, Annual On-Call Sidewalk Repairs & Replacement**

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and \_\_\_\_\_, Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

**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:**

The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. The contract period for this contract is for the duration of the project. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

#### **OPTIONAL 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 of the

##### **Contract documents:**

- Exhibit A: General Conditions.
- Exhibit B: Scope of Work and Specifications.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: General Concrete Work Bid Form/Cost Proposal.

#### **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 I.

**5. INDEMINIFICATION 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 provided 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, sex, national origin, age, or disability which does not preclude the applicant 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 included 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 following page.*

**STOCKBRIDGE, GEORGIA**

By: \_\_\_\_\_

Anthony S. Ford

Mayor, City of Stockbridge, Georgia

ATTEST: \_\_\_\_\_

Vanessa Holiday

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**SERVICE PROVIDER:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

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 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. SERVICE PROVIDER'S PERSONNEL**

- 3.1 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.
- 3.2 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.
- 3.3 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



**EXHIBIT A**  
**GENERAL CONDITIONS**

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 employees.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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).
  - 3.9.1 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.
  - 3.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the

**EXHIBIT A**  
**GENERAL CONDITIONS**

Supervisor and the City, but the final required times will be the City's discretion.

3.9.3 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 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

3.10 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.

**4. TOOLS AND EQUIPMENT**

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.

**5. PERFORMANCE REQUIREMENTS**

5.1 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.

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

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

5.4 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.

5.5 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.

**EXHIBIT A**  
**GENERAL CONDITIONS**

**6. CONFIDENTIAL INFORMATION**

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**7. 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.

**8. 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 worksite and other persons including, but not limited to, the general public who may be affected thereby.

**9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

- 9.1 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.

**EXHIBIT A**  
**GENERAL CONDITIONS**

- 9.2 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 indicating all subcontractors have paid, with each invoice.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stockbridge, GA, Accounts Payable, 4640 N. Henry Blvd Stockbridge, GA. 30281.
- 9.7 The Service Provider will agree to comply with the City of Stockbridge's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against 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.
- 9.9 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.

**10. COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 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

**EXHIBIT A**  
**GENERAL CONDITIONS**

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.

- 10.2 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.
- 10.3 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.

**11. 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 11 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 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

**12. INDEMNIFICATION AND INSURANCE**

- 12.1 This section omitted.
- 12.2 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.

**EXHIBIT A**  
**GENERAL CONDITIONS**

- 12.3 To the extent allowed under Georgia law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ( other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants. 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 the performance of the Contract.
- 12.4 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 statute 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.
- 12.5 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 12 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.

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12.6 No provisions of Section 12 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.

12.7 Insurance

12.7.1 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 DOLLORS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 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.

12.7.1.2 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.

12.7.1.2 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

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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.

12.7.1.3 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.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

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

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 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.

12.7.10 Other Insurance Requirements. All insurance policies required by this Section 12.7 shall provide 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 13.2 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 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability,



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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.

**13. LIABILITY INSURANCE**

13.1 N/A

13.2 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 than 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.

**14. CONTRACT ADJUSTMENTS**

14.1 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.

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- 14.2 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.
- 14.3 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.

**15. SUBCONTRACTORS**

- 15.1 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 Statement of Qualifications.
- 15.2 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 15. 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.
- 15.3 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 and submission of invoices and the

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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

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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.
- 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 of a custodian, receiver, or trustee for all or a substantial part of its assets; (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,

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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) from 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.

**17. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City Mor 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.

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**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 N. Henry Blvd.  
Stockbridge, GA 30281

Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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**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:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

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- 20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 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 Cod. This provision shall survive the expiration or termination of the Contract.

**22. GENERAL PROVISIONS**

- 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



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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 Request for Proposal, 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 to 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 Provider 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 costs, 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 initiated 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

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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.

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- 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 regulation, 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

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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 made 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-stated 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 extent 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

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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 over billed 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

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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**  
**SCOPE OF WORK AND SPECIFICATIONS**

**1.1 BACKGROUND:**

The City of Stockbridge is in the northern part of Henry County, Georgia, which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale, and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents and has a referendum on the November 2022 ballot that could add an additional 6,600 residents.

**1.2 SUMMARY:**

The City of Stockbridge is requesting proposals from contractors with experience in sidewalk repair and/or replacement to repair or replace selected sidewalks in the City. Respondents must comply with the minimum qualifications and shall submit a bid to install four (4") inch thick sidewalk (six (6") inch for all driveways) for all sections to be replaced as described in this RFP. Respondents should take note that the City is requesting an itemized bid response for completion of each section of sidewalk. The final sections of sidewalk to be repaired will be agreed upon by both parties before construction begins.

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

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10') feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (¼") inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (¼") inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (½") inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10') foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes, or other irregularities.

All sidewalks shall be a minimum four (4") inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6") inch depth over a six (6") inch

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

aggregate base. All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety.

All sidewalk repairs/replacements shall meet the following specifications:

1. Contractor will secure all permits necessary prior to construction.
2. Once Contractor has begun demolition, the Contractor will supply materials, as available, to rope off the area. Demolition debris to be removed by the Contractor.
3. All drive-way forms must be inspected by the City before pour.
4. All fill sand added will be machine compacted in place, if necessary.
5. Control joints will be placed every three (3') to five (5') feet to match existing sidewalk.
6. Concrete mix must conform to the standards of the adjoining sidewalks.
7. Contractor to form and pour the concrete, to include hand excavation to establish grade and the setting of forms.
8. Contractor, sub-contractor, or suppliers are to avoid driving on lawn and grassy areas. All damage as a result must be fully repaired by Contractor.
9. Concrete shall have a light broom finish.
10. Contractor shall provide round edges on sides.
11. Decorative brick shall be installed to match existing brick work, when necessary.
12. The Contractor shall barricade and protect poured/placed concrete from all damage, rainy conditions, marks, marks and/or graffiti. Any damaged, defaced, or defective concrete shall be replaced at the Contractor's expense. Concrete replacement areas shall be from score mark, or control joint, to score mark or control joint, and shall be the full width of the sidewalk. All concrete replacement areas shall be saw-cut.
13. Contractor will be responsible for restoration along the edges of the new sidewalk once the forms are removed.
14. Contractor will be responsible for driveway packing and backfill, if impacted.
15. Contractor will be responsible for all traffic signage (pedestrian and vehicle), safety equipment, traffic cones and other items needed to inform the public of a construction site.
16. Contractor will provide barricades to assist in pedestrian and traffic control.
17. Contractor and Public Works Director or their designee will conduct site inspections to ensure project completion.

#### **PROCESS:**

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

#### **CHANGES IN WORK:**

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.



## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

#### **PROJECT AREA:**

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter or perform other concrete repairs at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps.

The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty-five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

#### **NOTIFICATIONS:**

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed seven (7) calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates, and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval seven (7) calendar days prior to distribution.

#### **Review of Contract Documents and Job Sites:**

The Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies, or the discovery of unforeseen conditions shall be reported to the City immediately.

#### **CONTRACTOR REQUIREMENTS:**

o Provide all labor, equipment, and materials necessary to perform repair/maintenance work as directed by the City.

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

- o Take responsibility for the performance of work as directed by the City.
- o Provide all required resources for the safety of the public and their staff during the work.
- o Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- o Perform all work in a thorough, competent, professional, and workmanlike manner.
- o Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state, and federal regulations.

#### **INSPECTION OF THE WORK:**

1. The Contractor shall notify the City, forty-eight (48) hours in advance of the start of work in any area.
2. All work performed, and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least twenty-four (24) hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
3. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
4. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
5. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

#### **CONSTRUCTION METHODS:**

Existing improvements, buildings, trees, shrubs, and other items near areas where sidewalk repair is being executed shall be protected from damage that could result from the Contractor's operations. The Contractor shall be responsible for repairing, at their expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

The Contractor shall utilize dust palliative products and techniques in order to protect any and all project adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. The Contractor shall be responsible for all project clean-up, the cost of which shall be included in square foot and/or total sum costs. Surplus spoils/materials shall become the Contractor's property and shall be disposed of away from project areas in accordance with Georgia Solid Waste Management practices.

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

**QUALITY CONTROL:**

Work covered will be performed by a single firm experienced in repair/maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:
  - a. Completed past contracts in accordance with the contract documents.
  - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

**HOURS WHEN WORK IS TO BE PERFORMED:**

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. No work shall be done on the weekends without written permission from the City.

**TRAFFIC CONTROL:**

The Contractor shall conduct repair/maintenance operations in a manner that causes minimum obstruction and inconvenience to the public. A traffic control plan shall be implemented and must conform to the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards. The Contractor shall furnish certified flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

**SCHEDULE:**

For each project requested by the City, the Contractor shall conduct an initial assessment of the

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

**DELAYS IN SCHEDULE:**

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**EXTRA WORK:**

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the bid sheet. If the City desires, it may request work to be taken on a "quote basis". Such method of payment for "Extra Work" will be a "not to exceed, quote" submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials, and equipment to complete such work.

**INCLEMENT WEATHER:**

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit

**HOLIDAYS:**

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City.

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **CALLBACKS:**

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

#### **COMPLAINTS:**

Complaints regarding repairs/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

#### **EMERGENCY SERVICES:**

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure, or some component thereof. As part of its emergency services provisions, the Contractor shall:

- Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service.
- Respond to the scene of the emergency within two (2) hours of call-out.
- Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City.
- Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

#### **BREAKDOWN OF EQUIPMENT:**

At all times, the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task. If down for more than one (1) hour, a penalty will be assessed at the rate of \$50 per hour for each hour above and beyond one (1) hour.

## **EXHIBIT B**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **STORAGE OF EQUIPMENT:**

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

#### **REPORTS:**

The Contractor shall provide to the City detailed reports of all street repair/maintenance services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed, and date completed.

#### **CONCRETE PRICE QUOTATION:**

Unit price bids as indicated on the following bid form sheets shall include excavation, stone bedding, rubberized expansion material (ASTM D-1751-97), topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period. Pricing will adhere to the following:

- All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- Bidder shall provide an overall bid for the project and a bid for each component.
- Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
- Unit price bid for all items shall include all water quality, erosion, and traffic control measures inclusive of permit to comply with local, state, and federal requirements.

#### **REVIEW AND SELECTION PROCESS:**

The City reserves the right to make the selection based on its sole discretion. A committee of City staff will evaluate the proposals received in response to this RFP, each of which will be rated based on current organizational needs. Criteria which will be used to evaluate responses will include, but not be limited to, the following:

1. Quality and completeness of the proposal.
2. Ability to schedule and efficiently perform the required work.
3. Cost effectiveness of the proposal compared to the requested scope of work. Utilizing the criteria listed above and any additional criteria the City deems necessary, a recommendation of the selected candidate will be made to the City Manager. The Procurement Manager will make a final recommendation to the Mayor and City Council, which is the governing body that will award the final contract.

**EXHIBIT B**  
**SCOPE OF WORK AND SPECIFICATIONS**

**No minimum delivery quantity per project.** The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

**CONDITIONS:**

1. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
2. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
3. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Georgia license and a City of Stockbridge Business License throughout the duration of the contract.
4. The Contractor shall maintain insurance provisions as required in the contract.

***End of Exhibit B.***

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**I. REQUEST FOR PROPOSAL PROCESS**

The proposal must contain the information outlined below.

Please include a title on each page of your proposal and number the pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria

**1. Cover/Transmittal Letter**

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including the name of the company (include any dba names); headquarters and parent company locations; and a brief history of the company.
- ii. Company's mailing address, contact person, telephone number for the primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

**2. Executive Summary**

Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the team. Indicate the address and telephone number of the respondent's office located nearest to Stockbridge, Georgia, and the office from which the project will be managed.

**3. Evaluation and Selection Criteria**

The City, at its discretion, may award the contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the City:

**A. Approach**

1. **Methodology(ies):** This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required.
2. **Work Plan:** Indicate all key deliverables and their contents.
3. **Project Schedule:** Provide an outline for each performance metric listed in the Scope of Work. Demonstrate your team's ability to perform the work requested within an established schedule.



**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**B. Qualifications and Experience of the Firm(s)**

1. List 3-5 similar projects completed in the last 5 five years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines).
3. Have you ever failed to complete any work awarded to you, if so, where, and why?
4. How long do you warrant a project?

**C. Qualifications and Experience of Key Staff**

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable.

**D. Cost Proposal**

**1. Preventative Maintenance**

- Provide a lump sum bid for all scheduled services based on unit pricing

**2. Additional Labor Costs**

- Normal Hours: Monday through Friday, 7AM to 4 PM b. After Hours/Holidays Billed at approved overtime rates

**3. Parts and Materials**

- No more than a 5% markup; provide a detailed price

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

| <b>Criteria</b>                              | <b>Points</b> |
|----------------------------------------------|---------------|
| Technical Approach/Project Management        | 40            |
| Qualifications and Experience of the Firm(s) | 20            |
| Qualifications and Experience of Key Staff   | 10            |
| Cost                                         | 30            |
| <b>Highest Possible Score</b>                | <b>100</b>    |

- a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.

- c. The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers, and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

**II. SUBMISSION OF RFP**

Proposals shall be submitted online thru the Bonfire Portal, and identified as follows:

**RFP Number: 2025-0004, Annual On-Call Sidewalk Repairs And Replacement**  
**Optional Pre-bid Conference (In Person): Monday, May 12, 2025, at 1:30 p.m. EST**  
**Questions Due: Friday, May 16, at 2:30 p.m. EST**  
**Proposal Due Date: Thursday, May 29, 2025, at 3:00 p.m. EST**

**Proposals shall only be accepted online through the Bonfire Portal**

[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)

All submissions are due in Bonfire no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibit C-I **must be attached** in Bonfire and must be signed by a person authorized to legally bind the company.

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

**III. EVALUATION CRITERIA AND PROCESS**

- a. All RFPs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP's that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in Evaluation and Selection Criteria. Discussions may be conducted by the City of Stockbridge with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be a deciding factor in this RFP, only Proposal.
- c. The City of Stockbridge reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the Stockbridge website at [www.stockbridgega.gov](http://www.stockbridgega.gov).
- d. Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Stockbridge reserves the right to reject all RFP's submitted in response to this RFP.

**IV. OTHER CONSIDERATIONS**

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Stockbridge. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors, including invoice payments. If you have any questions or concerns, please feel free to email:  
City of Stockbridge  
Purchasing Office  
[Shall@stockbridgega.org](mailto:Shall@stockbridgega.org)

**EXHIBIT C**  
**REQUEST FOR PROPOSAL**

- b. Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

**V. CERTIFICATION**

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services specified; and for the privilege of doing so on the City of Stockbridge premises. I understand that, upon proper acceptance of this offer by the City of Stockbridge, a contract will thereby be created.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Email address

***End of Exhibit C.***

**EXHIBIT D**  
**BOND DOCUMENTS**

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

**EXHIBIT D**  
**BOND DOCUMENTS**

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.

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.

**EXHIBIT D**  
**BOND DOCUMENTS**

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)  
(Seal)

\_\_\_\_\_  
(Principal)

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

**EXHIBIT D**  
**BOND DOCUMENTS**

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 obligee, 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 to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., 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: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

**EXHIBIT D**  
**BOND DOCUMENTS**

---

(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.G.A. § 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  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

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. 99-60

**EXHIBIT E**  
**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 \_\_\_\_\_, 20\_\_

[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 \_\_\_\_\_ (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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

***End of Exhibit F.***

**EXHIBIT G**  
**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at <https://stockbridgega.org/departments/procurement-division> and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent      Date

***End of Exhibit G.***



**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

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

1. \_\_\_\_\_ I am a United States citizen

**OR**

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

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

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* Alien Registration number for non-citizens: \_\_\_\_\_

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

Subscribed and Sworn Before Me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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:

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***End of Exhibit H.***

**EXHIBIT I:**  
**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**  
**RFP No. 2025-0004**  
**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

| <b><u>ITEM DESCRIPTION</u></b>                                                                        | <b><u>UNIT</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>AMOUNT</u></b> |
|-------------------------------------------------------------------------------------------------------|--------------------|--------------------------|----------------------|
| REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)                                                | S.Y.               | \$                       | \$                   |
| REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)                                                   | L.F.               | \$                       | \$                   |
| CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)                                             | S.F.               | \$                       | \$                   |
| EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)                  | S.F.               | \$                       | \$                   |
| EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                        | S.F.               | \$                       | \$                   |
| CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD) | S.F.               | \$                       | \$                   |
| CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)                            | S.F.               | \$                       | \$                   |
| CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)                                | S.F.               | \$                       | \$                   |
| BLACK FIBER BOARD EXPANSION JOINT                                                                     | L.F.               | \$                       | \$                   |
| RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)                                                           | L.F.               | \$                       | \$                   |
| EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)                                          | L.F.               | \$                       | \$                   |
| CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)                                   | L.F.               | \$                       | \$                   |
| ADJUSTMENT OF CATCH BASIN GRATES & FRAMES                                                             | EACH               | \$                       | \$                   |
| ADJUSTMENT OF WATER VALVE BOXES                                                                       | EACH               | \$                       | \$                   |

**EXHIBIT I**

**CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL**

**RFP No. 2025-0004**

**ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT**

|                                                                        |             |                   |               |
|------------------------------------------------------------------------|-------------|-------------------|---------------|
| ADJUSTMENT OF MANHOLE COVERS & FRAMES                                  | EACH        | \$                | \$            |
| ADJUSTMENT OF WATER METERS                                             | EACH        | \$                | \$            |
| BERMUDA SOD – PER GDOT                                                 | S.F.        | \$                | \$            |
| <b>ITEM DESCRIPTION</b>                                                | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|                                                                        |             |                   |               |
| SEED & STRAW – PER GDOT                                                | S.F.        | \$                | \$            |
| REMOVAL OF TREE & STUMP GRINDING                                       | EACH        | \$                | \$            |
| REMOVAL OF TREE ROOT UNDER THE SIDEWALK ONLY                           | EACH        | \$                | \$            |
| REMOVAL AND INSTALLATION OF ADA RAMP INCLUDING DETECTOR WARNING STRIPS | EACH        | \$                | \$            |
|                                                                        |             |                   |               |

**TOTAL BASE BID \$** \_\_\_\_\_

---

**TOTAL BASE BID IN WORDS**

*End of Exhibit I.*



# City of Stockbridge

## AGENDA ITEM

MEETING DATE

OCTOBER 13, 2025

### FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Community Development Staff

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

SHORT-TERM WORK PROGRAM / CAPITAL IMPROVEMENTS ELEMENT (STWP/CIE) FOR 2026-2030.  
Consideration of a resolution to adopt the proposed City of Stockbridge Short-Term Work Program / Capital Improvements Element (STWP/CIE) for 2026-2030.

BACKGROUND INFORMATION:

The proposed STWP/CIE for 2026-2030 represents the annual update of the STWP/CIE.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

Not Available

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

See document.

ATTACHMENTS:

ITEM/PROJECT/EVENT:

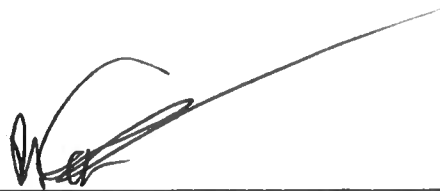
Short-Term Work Program / Capital Improvements Element (STWP/CIE) for 2026-2030.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

APPROVAL.

Staff Signature

A handwritten signature in black ink, consisting of a stylized 'W' followed by a long, sweeping horizontal stroke that extends to the right.

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. R25-1821

**A RESOLUTION TO APPROVE THE 2026-2030 SHORT TERM WORK PROGRAM  
AND CAPITAL IMPROVEMENTS ELEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stockbridge is a duly authorized municipal corporation as defined by the laws of the State of Georgia; and

**WHEREAS**, the City of Stockbridge ("City") has prepared an annual update to its Short- Term Work Program and Capital Improvements Element.

**WHEREAS**, the annual update to the Short-Term Work Program and Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, as amended; and a Public Hearing was held on July 29, 2025;

**WHEREAS**, the Stockbridge City Council has previously authorized the City Staff to transmit the annual update of the Short-Term Work Program and Capital Improvements Element covering the five-year period between 2026-2030 by a July 29, 2025, authorizing resolution of the City Council to the Atlanta Regional Commission and Georgia Department of Community Affairs as required by the Georgia Planning Act; and

**WHEREAS**, the Atlanta Regional Commission and Georgia Department of Community Affairs have recommended final approval of the 2026-2030 Short-Term Work Program and Capital Improvements Element and the extension of the program.

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

**SECTION 1. Approval.** The City of Stockbridge does hereby approve the City of Stockbridge 2026-2030 Short-Term Work Program and Capital Improvements Element to the Department of Community Affairs & Atlanta Regional Commission. A copy of the public notice is attached as Exhibit A.

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

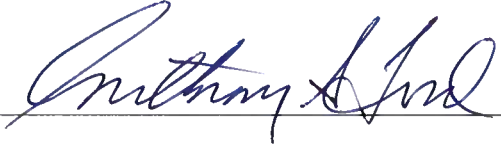
**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

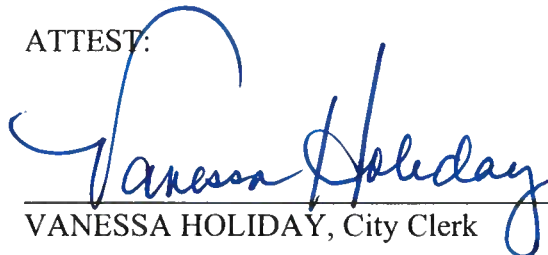
**SECTION 5. City Attorney Authority.** Pursuant to the City's charter and with explicit consent of the City Counsel, the City Attorney is duly authorized to make requisite amendments to all contracts, ordinances, resolutions, and documents, as may be necessary, in order to secure conformity with the express intent of the City Council and to ensure adherence to all pertinent laws and ordinances of the City.

**SECTION 6. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO ORDAINED 29th day of July 2025.

  
ANTHONY S. FORD, Mayor

ATTEST:

 (SEAL)  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
QUINTON G. WASHINGTON, City Attorney





# City of Stockbridge

4640 North Henry Blvd. • Stockbridge, GA 30281

City Hall: (770) 389-7900 • Fax: (770) 692-8577

July 29, 2025

*From The Desk Of:*  
**ANTHONY S. FORD**  
*Mayor*

*Telephone: 770-389-7910*

Mr. Andrew Smith, Principal Planner  
Atlanta Regional Commission  
229 Peachtree Street, NE Site 100  
Atlanta, GA 3030

RE: Transmittal of City of Stockbridge 2025 – 2030 Short-Term Work Program & Capital Improvement  
Element Update to the Atlanta Regional Commission & Department of Community Affairs

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Dear Mr. Smith,

The City of Stockbridge has completed an update of its Comprehensive Plan and is submitting it with this letter for review by the Atlanta Regional Commission and the Department of Community Affairs.

I certify that we have held the required Public Hearings and have involved the public in development of the plan in a manner appropriate to our community's dynamics and resources. Evidence of this has been included with our submittal.

I certify that the appropriate staff and decision-makers have reviewed both the Regional Water Plan covering our area and the Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8) and taken them into consideration in formulating our plan.

If you have any questions concerning our submittal, please contact Ryan Anderson, Community Development Director at 678-833-3340 at [randerson@stockbridgega.org](mailto:randerson@stockbridgega.org)

Best regards,

Mayor Anthony S. Ford  
[asford@stockbridgega.org](mailto:asford@stockbridgega.org)

cc: Vanessa Holiday, City Clerk  
Ryan Anderson, Community Development Director





# Short-Term Work Program & CIE 2026-2030 - Draft CITY OF STOCKBRIDGE, GEORGIA

## Contents

SHORT TERM WORK PROGRAM ANNUAL UPDATE ..... Pages 2-8

CAPITAL IMPROVEMENT ELEMENT ..... Pages 9-11



| Community Facilities |                                                                                      |             |                   |                        |                |          |
|----------------------|--------------------------------------------------------------------------------------|-------------|-------------------|------------------------|----------------|----------|
| Item                 | Activity                                                                             | Years       | Responsible Party | Cost Estimate          | Funding Source | Status   |
| 1                    | Neighborhood Project                                                                 | 2016 - 2026 | Public Works      | \$ 2,500,000.00        | TSPLOST        | On-going |
| 2                    | Davis Road Sidewalks                                                                 | 2016 - 2026 | Public Works      | \$ 2,500,000.00        | TSPLOST        | On-going |
| 3                    | Campground Road Sidewalks                                                            | 2016 - 2026 | Public Works      | \$ 500,000.00          | TSPLOST        | On-going |
| 4                    | Peach Drive Sidewalks                                                                | 2016 - 2026 | Public Works      | \$ 300,000.00          | TSPLOST        | On-going |
| 5                    | Walt Stephens Road Trail                                                             | 2016 - 2026 | Public Works      | \$ 3,500,000.00        | TSPLOST        | On-going |
| 6                    | Love Street Sidewalks                                                                | 2016 - 2026 | Public Works      | \$ 500,000.00          | TSPLOST        | On-going |
| 7                    | Burke Street Sidewalks                                                               | 2016 - 2026 | Public Works      | \$ 500,000.00          | TSPLOST        | On-going |
| 8                    | Reeves Creek Trail Extension - 2 Miles                                               | 2016 - 2026 | Public Works      | \$ 2,800,000.00        | TSPLOST        | On-going |
| 9                    | Brush Creek Trail - .25 Miles                                                        | 2016 - 2026 | Public Works      | \$ 2,400,000.00        | TSPLOST        | On-going |
| 10                   | MLK, Sr. Heritage Trail, Spur trail to Floyd Chapel Baptist Church - 0.25 miles      | 2016 - 2026 | Public Works      | \$ 425,000.00          | TSPLOST        | On-going |
| 11                   | MLK, Sr. Heritage Trail, Spur trail to Green Front Cafe - 0.25 miles                 | 2016 - 2026 | Public Works      | \$ 355,000.00          | TSPLOST        | On-going |
| 12                   | Continuation of MLK, Sr. Heritage Trail - 0.75 miles                                 | 2016 - 2026 | Public Works      | \$ 625,000.00          | TSPLOST        | On-going |
| 13                   | Potential Trailhead location with Reeves Creek Trail link at MLK, Sr. Heritage Trail | 2016 - 2026 | Public Works      | \$ 500,000.00          | TSPLOST        | On-going |
| 14                   | Country Club Drive Safety Improvements                                               | 2016 - 2026 | Public Works      | \$ 1,000,000.00        | TSPLOST        | On-going |
| 15                   | Public Works Facility                                                                | 2018 - 2026 | Public Works      | \$ 4,000,000.00        | SPLOST IV      | On-going |
| 16                   | Tranquil Trails Culvert Repair                                                       | 2026-2030   | Public Works      | \$ 500,000.00          | Impact Fees    | On-going |
|                      | <b>TOTAL</b>                                                                         |             |                   | <b>\$57,474,806.00</b> |                |          |

The City has projects planned beyond the 5-year time horizon if none are scheduled during the annual reporting period.



## Economic Development

| Item | Activity                                                                     | Years     | Responsible Party                                                        | Cost Estimate                                  | Funding Source                               | Status      |
|------|------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|-------------|
| 1    | Alleyway CIP Initiative                                                      | 2016-2026 | Economic Development                                                     | \$ 800,000                                     | SPLOST                                       | In Progress |
| 2    | Stockbridge Small Business Connections Program                               | 2017-2026 | Economic Development                                                     | \$ 20,000                                      | General Fund                                 | In Progress |
| 3    | Create Economic Development Marketing Plan (Website & Social Media Strategy) | 2017-2026 | Economic Development                                                     | \$100,000                                      | Hotel/Motel, General Fund                    | In Progress |
| 4    | Opportunity Zone Study                                                       | 2017-2026 | Economic Development                                                     | \$ 25,000                                      | General Fund                                 | In Progress |
| 5    | Norfolk Southern ROW Parking Lot Project                                     | 2017-2026 | Economic Development                                                     | \$250,000                                      | SPLOST                                       | In Progress |
| 6    | Establish Tax Allocation District Downtown                                   | 2017-2026 | Economic Development                                                     | \$100,000                                      | General Fund                                 | In Progress |
| 7    | Patrick Henry Blvd. Mixed Use Development                                    | 2017-2026 | Economic Development, Comm. Dev. & Citywide Development Authority (CDA)* | \$50,000 (fees)<br>\$10,000,000 * (incentives) | General Fund and Development Authority Bonds | In Progress |
| 8    | Georgia Soccer Assn. Project                                                 | 2017-2026 | Economic Development                                                     | \$500,000                                      | SPLOST                                       | In Progress |
|      |                                                                              |           | <b>Total</b>                                                             | <b>\$11,845,000</b>                            |                                              |             |

## Land Use

DRAFT

| Item | Activity                                                                            | Years     | Responsible Party     | Cost Estimate      | Funding Source | Status            |
|------|-------------------------------------------------------------------------------------|-----------|-----------------------|--------------------|----------------|-------------------|
| 1    | Citywide Housing Study                                                              | 2025-2030 | Community Development | \$ 300,000         | General Fund   | Planning Stage    |
| 2    | LCI Implementation & Update-Supplemental Study                                      | 2025-2030 | Community Development | \$ 150,000         | General Fund   | Scope Development |
| 3    | Park Plan Development (passive, active pocket) city-wide (south, west, east, north) | 2025-2030 | Community Development | \$ 100,000         | SPLOST V       | In Progress       |
| 4    | Update of Sign Ordinance                                                            | 2025-2030 | Community Development | \$ 100,000         | General Fund   | In Progress       |
| 5    | Area Studies Hwy 138 & Henry Blvd                                                   | 2025-2030 | Community Development | \$ 250,000         | General Fund   | In Progress       |
| 6    | Update of Sign Ordinance                                                            | 2025-2030 | Community Development | \$ 100,000         | General Fund   | In Progress       |
| 7    | Update Unified Development Ordinance                                                | 2025-2030 | Community Development | \$ 100,000         | General Fund   | In Progress       |
|      |                                                                                     |           | <b>Total</b>          | <b>\$1,000,000</b> |                |                   |



### Transportation

| Item     | Activity                                                      | Years     | Responsible Party | Cost Estimate   | Funding Source | Status      |
|----------|---------------------------------------------------------------|-----------|-------------------|-----------------|----------------|-------------|
| 1        | Roadway Construction Projects/Engineering and ROW Acquisition | 2016-2026 | Public Works      | \$ 3,000,000    | SPLOST IV      | In Progress |
| 2        | Sidewalk - repair and reconstruction                          | 2015-2026 | Public Works      | \$ 500,000      | SPLOST IV      | On-going    |
| 3        | Road Improvements for City Project and streets                | 2018-2026 | Public Works      | \$ 5,000,000    | SPLOST V       | On-going    |
| 4        | Infrastructure Improvements for city                          | 2018-2026 | Public Works      | \$ 7,000,000    | SPLOST V       | On-going    |
| Subtotal |                                                               |           |                   | \$15,500,000.00 |                |             |

The City has projects planned beyond the 5-year time horizon if none are scheduled during the annual reporting period.



| Completed Projects |                                                                                   |             |                       |                 |                                       |          |
|--------------------|-----------------------------------------------------------------------------------|-------------|-----------------------|-----------------|---------------------------------------|----------|
| Item               | Activity                                                                          | Years       | Responsible Party     | Cost Estimate   | Funding Source                        | Status   |
| 1                  | Amphitheater                                                                      | 2018-2026   | Community Development | \$23,085,254    | Fund Balance/Bond Financing/SPLOST IV | Complete |
| 2                  | Overlay District Designation                                                      | 2018-2025   | Community Development | \$75,000        | General Fund                          | Complete |
| 3                  | Wastewater Heads Work, Phase 2                                                    | 2018-2025   | Public Works          | \$3,232,367     | SPLOST III/Sewer Fund/Impact Fees     | Complete |
| 4                  | SCADA Replacement                                                                 | 2018-2025   | Public Works          | \$721,977       | SPLOST III                            | Complete |
| 5                  | Wastewater Treatment Plant Upgrade                                                | 2018-2025   | Public Works          | \$1,414,000     | SPLOST IV                             | Complete |
| 6                  | Wastewater Treatment Plant Upgrade Plans/Engineering                              | 2015-2025   | Public Works          | \$5,858,344     | SPLOST III, IV                        | Complete |
| 7                  | Sewer reconstruction & Pump Station replacement                                   | 2015-2025   | Public Works          | \$1,350,000     | SPLOST IV                             | Complete |
| 8                  | Water main and service line replacement                                           | 2016-2024   | Public Works          | \$276,000       | Water Fund/Impact Fees/SPLOST IV      | Complete |
| 9                  | Wastewater Treatment Plant Upgrade Plans/Engineering Davis Road from Shields Road | 2015-2025   | Public Works          | \$5,858,344     | SPLOST III, IV                        | Complete |
| 10                 | Highway 42 (Sidewalks and Streetscape)                                            | 2015-2024   | Public Works          | \$605,725       | SPLOST, TE General Fund               | Complete |
| 11                 | Stockbridge Electric Vehicle Station @ Amphitheater                               | 2022-2024   | Community Development | \$75,000        | General Fund/ GA Power                | Complete |
| 12                 | Pineview, Memorial Park, and Walter Way Lifstation Rehab                          | 2016 - 2025 | Public Works          | \$2,704,087.00  | SPLOST V                              | Ongoing  |
| 13                 | Parks Master Plan                                                                 | 2016 - 2025 | Public Works          | \$ 385,400.00   | SPLOST V                              | Complete |
| 14                 | Wastewater Improvements 2022                                                      | 2016 - 2025 | Public Works          | \$ 398,200.00   | SPLOST V                              | Complete |
|                    |                                                                                   |             | Subtotal              | \$46,039,698.00 |                                       |          |
|                    |                                                                                   |             |                       |                 |                                       |          |





### Completed Projects (Cont.)

| Item | Activity                                                 | Years     | Responsible Party     | Cost Estimate          | Funding Source              | Status         |
|------|----------------------------------------------------------|-----------|-----------------------|------------------------|-----------------------------|----------------|
| 15   | Trail Study Implementation                               | 2016-2025 | Community Development | \$ 1,000,000.00        | Bond Financing/<br>SPLOST V | Complete       |
| 16   | Comprehensive Plan 5-Year Update                         | 2022-2025 | Community Development | \$ 100,000.00          | General Fund                | Complete       |
| 17   | Overlay District Designation                             | 2018-2025 | Community Development | \$ 75,000.00           | General Fund                | Complete       |
| 18   | Downtown Pedestrian & Bicycle Connectivity Concept Study | 2022-2023 | Community Development | \$ 25,000.00           | ARC Grant & General Fund    | Complete       |
| 19   | SR 138/SR42 Utility Relocation G                         | 2016-2025 | Public Works          | \$ 239,833.00          | ARPA                        | Complete       |
| 20   | GIS - Infrastructure Inventory and Detailed Mapping      | 2016-2025 | Public Works          | \$ 32,030.00           | SPLOST V                    | Complete       |
| 21   | Smith Barnes Sewer Basin Rehab - CDBG Phase II           | 2016-2025 | Public Works          | \$ 1,261,368.00        | SPLOST V                    | Complete       |
| 22   | East Atlanta Road/Lee Street Improvements                | 2016-2025 | Public Works          | \$ 3,832,225.00        | SPLOST V                    | Complete       |
| 23   | Central Line Water Main Replacement                      | 2016-2025 | Public Works          | \$ 276,000.00          | SPLOST V                    | Complete       |
| 24   | WWTP and Glynn Addy Pump Station Improvements            | 2016-2025 | Public Works          | \$ 584,345.00          | SPLOST V                    | Complete       |
| 25   | Burke Street Sewer Main Rehab                            | 2016-2025 | Public Works          | \$ 759,307.00          | SPLOST V                    | Complete       |
| 26   | Candler Rd Dog Park Parking Lot                          | 2016-2025 | Public Works          | \$ 250,000.00          | SPLOST VI                   | Planning Phase |
| 27   | Sewer-infiltration and Inflow Study                      | 2016-2025 | Public Works          | \$ 1,500,000.00        | SPLOST VI                   | Complete       |
|      |                                                          |           | <b>Total</b>          | <b>\$55,974,806.00</b> |                             |                |

The City has projects planned beyond the 5-year time horizon if none are scheduled during the annual reporting period.



| Municipal Building Projects |                                      |           |                   |                        |                |                |
|-----------------------------|--------------------------------------|-----------|-------------------|------------------------|----------------|----------------|
| Item                        | Activity                             | Years     | Responsible Party | Cost Estimate          | Funding Source | Status         |
| 1                           | City Hall/PD/Connection Ctr          | 2026-2030 | Public Works      | \$ 4,000,000.00        | SPLOST VI      | Planning Stage |
| 2                           | Merle Manders Conference Ctr.        | 2026-2030 | Public Works      | \$ 2,000,000.00        | SPLOST VI      | Planning Stage |
| 3                           | Community Center                     | 2026-2030 | Public Works      | \$10,000,000.00        | SPLOST VI      | Planning Stage |
| 4                           | Amphitheater-Grassy Area Replacement | 2026-2030 | Public Works      | \$ 212,850.00          | SPLOST VI      | Planning Stage |
| 5                           | Maintenance Shop                     | 2026-2030 | Public Works      | \$ 1,758,545.00        | SPLOST VI      | Planning Stage |
|                             |                                      |           | <b>Total</b>      | <b>\$17,971,395.00</b> |                |                |

| Maintenance Shop |             |           |                   |                      |                |                |
|------------------|-------------|-----------|-------------------|----------------------|----------------|----------------|
| Item             | Activity    | Years     | Responsible Party | Cost Estimate        | Funding Source | Status         |
| 1                | PW Vehicles | 2026-2030 | Public Works      | \$ 620,725.00        | SPLOST VI      | Planning Stage |
|                  |             |           | <b>Total</b>      | <b>\$ 620,725.00</b> |                |                |

| Infrastructure Projects |                                                                           |           |                   |                        |                |                |
|-------------------------|---------------------------------------------------------------------------|-----------|-------------------|------------------------|----------------|----------------|
| Item                    | Activity                                                                  | Years     | Responsible Party | Cost Estimate          | Funding Source | Status         |
| 1                       | Wayfinding(Digital & DeNyse Signage)                                      | 2026-2030 | Public Works      | \$ 600,000.00          | SPLOST VI      | Planning Stage |
| 2                       | Water, Sewer, Stormwater                                                  | 2026-2030 | Public Works      | \$ 6,600,000.00        | SPLOST VI      | Planning Stage |
| 3                       | Downtown Utility Relocation, Alleyway Project & Downtown Lighting Project | 2026-2030 | Public Works      | \$ 15,000.00           | SPLOST VI      | Planning Stage |
| 4                       | Infrastructure (IT)-Tech Upgrades-Chamber Tech Upgrades                   | 2026-2030 | Public Works      | \$ 1,500,000.00        | SPLOST VI      | Planning Stage |
|                         |                                                                           |           | <b>Total</b>      | <b>\$ 8,715,000.00</b> |                |                |

| Parks Improvements |                    |           |                   |                     |                |                |
|--------------------|--------------------|-----------|-------------------|---------------------|----------------|----------------|
| Item               | Activity           | Years     | Responsible Party | Cost Estimate       | Funding Source | Status         |
| 1                  | Burk Cemetery Gate | 2026-2030 | Public Works      | \$ 25,000.00        | SPLOST VI      | Planning Stage |
|                    |                    |           | <b>Total</b>      | <b>\$ 25,000.00</b> |                |                |



| Road Resurfacing & Sidewalks |                              |           |                   |                 |                |                |
|------------------------------|------------------------------|-----------|-------------------|-----------------|----------------|----------------|
| Item                         | Activity                     | Years     | Responsible Party | Cost Estimate   | Funding Source | Status         |
| 1                            | Road Resurfacing & Sidewalks | 2026-2030 | Public Works      | \$13,000,000.00 | SPLOST VI      | Planning Stage |
|                              |                              |           | Total             | \$13,000,000.00 |                |                |
|                              |                              |           |                   |                 |                |                |





WILL BE REPLACED WITH UPDATED  
FINANCIALS PENDING AUDIT COMPLETION

CIP EXPENDITURES SUMMARY BY PROJECT  
FUND-353

Projects:

|                                                | Estimated Project<br>Cost | Amount                  |                                        | Balance To Be<br>Carried Over To | FY2024        | FY2025         |
|------------------------------------------------|---------------------------|-------------------------|----------------------------------------|----------------------------------|---------------|----------------|
|                                                |                           | Final Adopted<br>FY2023 | Anticipated To<br>Be Used In<br>FY2023 |                                  |               |                |
| Water Project Improvements                     | \$ 503,820                | \$                      | 211,320                                | \$ 292,500                       | \$ 292,500    | \$             |
| Sewer Project Improvements                     | \$ 1,500,000              | \$                      | 385,350                                | \$ 1,114,650                     | \$ 1,114,650  | \$             |
| Storm Water Project Improvements               | \$                        | \$                      | \$                                     | \$ 2,000,000                     | \$ 400,000    | \$ 400,000     |
| Alleyway Project                               | \$ 350,000                | \$                      | \$                                     | \$ 350,000                       | \$ 175,000    | \$ 175,000     |
| Court Renovation                               | \$ 94,736                 | \$                      | \$                                     | \$ 94,736                        | \$ 94,736     | \$             |
| Cultural Art Center                            | \$ 34,000,000             | \$                      | \$                                     | \$ 32,000,000                    | \$ 5,400,000  | \$ 6,575,000   |
| Multi-Purpose Facility/Senior and Youth Center | \$ 10,000,000             | \$                      | \$                                     | \$ 10,000,000                    | \$ 1,252,608  | \$ 2,130,598   |
| TSCC Renovation Project                        | \$ 31,340                 | \$                      | 31,340                                 | \$                               | \$            | \$             |
| Park and Trail Projects                        | \$ 2,000,000              | \$                      | 218,166                                | \$ 1,781,834                     | \$ 356,367    | \$ 356,367     |
| Wayfinding Project                             | \$ 573,104                | \$                      | 22,000                                 | \$ 551,104                       | \$ 551,104    | \$             |
| Road Improvement                               | \$ 4,500,000              | \$                      | 599,793                                | \$ 3,900,207                     | \$ 780,041    | \$ 780,041     |
| Infrastructure Improvement                     | \$ 3,500,000              | \$                      | 553,500                                | \$ 2,946,500                     | \$ 589,300    | \$ 589,300     |
| Total Proposed Expenditures                    | \$ 57,053,000             | \$                      | 2,021,469                              | \$ 55,031,531                    | \$ 11,006,306 | \$ 1-1,006,306 |

| Funding Type                   | Final Adopted | Amount |                           |               | Balance To Be Carried Over To | FY2024        | FY2025 |
|--------------------------------|---------------|--------|---------------------------|---------------|-------------------------------|---------------|--------|
|                                |               | FY2023 | Anticipated To Be Used In | FY2024        |                               |               |        |
| General Fund                   | \$ 3,320,511  | \$     | 100,000                   | \$ 2,220,511  | \$ 444,102                    | \$ 444,102    |        |
| CIP Bond                       | \$ 30,629,523 | \$     | 1,000,000                 | \$ 29,629,523 | \$ 5,925,905                  | \$ 5,925,905  |        |
| Future SPLOST                  | \$ 20,434,912 | \$     | 500,000                   | \$ 19,934,912 | \$ 3,986,982                  | \$ 3,986,982  |        |
| SPLOSTIV                       | \$ 2,668,054  | \$     | 421,469                   | \$ 2,246,585  | \$ 449,317                    | \$ 449,317    |        |
| Grants                         | \$            | \$     | \$                        | \$ 1,000,000  | \$ 200,000                    | \$ 200,000    |        |
| Sale of Land                   | \$            | \$     | \$                        | \$            | \$                            | \$            |        |
| Total Proposed Funding Sources | \$ 57,053,000 | \$     | 2,021,469                 | \$ 55,031,531 | \$ 11,006,306                 | \$ 11,006,306 |        |
| Surplus (Deficit)              | 0             | 0      | 0                         | (0)           | (0)                           | 0             |        |



|    | Projected Five Year |        |            |                              |
|----|---------------------|--------|------------|------------------------------|
|    | FY2026              | FY2027 | FY2028     | Total                        |
|    |                     |        |            | Funding source               |
| \$ | -                   | \$     | \$         | 292,500 SPLOST/Grants        |
| \$ |                     |        |            | 1,114,650 SPLOST/Grants      |
| \$ | 400,000             | \$     | 400,000    | 2,000,000 SPLOST             |
| \$ | -                   | \$     | -          | 350,000 Fund Balance/SPLOSTV |
|    |                     |        |            | 94,736 General Fund          |
| \$ | 6,675,000           | \$     | 6,675,000  | 32,000,000 Bonds/SPLOST      |
| \$ | 2,205,598           | \$     | 2,205,598  | 10,000,000 Bonds/SPLOST      |
|    |                     |        |            | General Fund/Hotel Motel     |
| \$ | 356,367             | \$     | 356,367    | 1,781,835 SPLOST/SPLOST      |
|    |                     |        |            | 551,104 ARPA                 |
| \$ | 780,041             | \$     | 780,041    | 3,900,205 TSPLOST            |
| \$ | 589,300             | \$     | 589,300    | 2,946,500 SPLOST/SPLOST      |
| \$ | 11,006,306          | \$     | 11,006,306 | 55,031,530                   |

| FY2026 | Projected Five Year |       | FY2027     | FY2028 | Projected Five Year |            |
|--------|---------------------|-------|------------|--------|---------------------|------------|
|        |                     | Total |            |        | Total               |            |
| \$     | 444,102             | \$    | 444,102    | \$     | 444,102             | 2,220,510  |
| \$     | 5,925,905           | \$    | 5,925,905  | \$     | 5,925,905           | 29,629,525 |
| \$     | 3,986,982           | \$    | 3,986,982  | \$     | 3,986,982           | 19,934,910 |
| \$     | 449,317             | \$    | 449,317    | \$     | 449,317             | 2,246,585  |
| \$     | 200,000             | \$    | 200,000    | \$     | 200,000             | 1,000,000  |
| \$     |                     | \$    |            | \$     |                     |            |
| \$     | 11,006,306          | \$    | 11,006,306 | \$     | 11,006,306          | 55,031,530 |
| \$     |                     | \$    |            | \$     |                     | (0)        |



ANNUAL FINANCIAL REPORT FOR 2024  
City of Stockbridge

WILL BE REPLACED WITH UPDATED  
FINANCIALS PENDING AUDIT COMPLETION

| 2024   |                                   | Public Facility Type |  | Water Supply |           | Wastewater |           | TOTAL |  |
|--------|-----------------------------------|----------------------|--|--------------|-----------|------------|-----------|-------|--|
| Item # | Service Area                      |                      |  | City-Wide    | City-Wide | City-Wide  | City-Wide |       |  |
| 1      | Beginning Impact Fee Fund Balance |                      |  | \$271,491    | \$351,396 |            | \$622,887 |       |  |
| 2      | Impact Fees Collected             |                      |  | \$99,000     | \$132,000 |            | \$231,000 |       |  |
| 3      | Accrued Interest                  |                      |  | \$0          | \$0       |            | \$0       |       |  |
| 4      | Project Expenditures              |                      |  | \$0          | \$0       |            | \$0       |       |  |
| 5      | Administrative Costs              |                      |  | \$0          | \$0       |            | \$0       |       |  |
| 6      | Impact Fee Refunds                |                      |  | \$0          | \$0       |            | \$0       |       |  |
| 7      | Ending Impact Fee Fund Balance    |                      |  | \$370,491    | \$483,396 |            | \$853,887 |       |  |
| 8      | Impact Fees Encumbered            |                      |  | \$370,491    | \$483,396 |            | \$853,887 |       |  |
| 9      |                                   |                      |  |              |           |            |           |       |  |

Note: Impact fees for the City of Stockbridge are maintained in a separate non-interest bearing account.



# City of Stockbridge

## AGENDA ITEM

MEETING DATE

OCTOBER 13, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Community Development Staff

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

APPEAL CASE #AP-2025-02 for Alcohol License for Reynell Hay. Appeal of the denial of an application for an alcohol license by Reynell Hay, per City of Stockbridge letter dated September 5, 2025. Applicant: Reynell Hay. Agent: Law Firm of Smith, Welch, Webb & White.

BACKGROUND INFORMATION:

Staff Recommendation—Denial. The applicant submitted his alcohol license application on June 6, 2024 as one of the 14 original applicants in the 2024 alcohol license lottery process. The City denied Mr. Hay's application, per letter dated September 11, 2024, due to it being incomplete. Applicant denied receipt of that letter, and the City sent a second denial letter dated September 5, 2025 (about one year later). Applicant's appeal letter was dated September 15, 2025.

APPROVALS: CITY MANAGER

CITY TREASURER

N/A

CITY ATTORNEY

GRANTS ADMIN.

N/A

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$

ATTACHMENTS:



ITEM/PROJECT/EVENT:

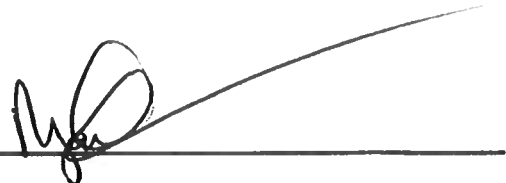
APPEAL CASE #AP-2025-02.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

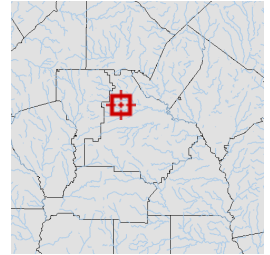
DENIAL.

Staff Signature

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large, sweeping flourish that extends upwards and to the right.



## Overview



## Legend

- Parcels
- Roads

|           |                  |         |            |         |                 |        |           |           |              |       |        |      |
|-----------|------------------|---------|------------|---------|-----------------|--------|-----------|-----------|--------------|-------|--------|------|
| Parcel ID | S33-01011002     | Class   | Commercial | Owner   | ESP2 PROPERTIES | Land   | \$86,200  |           |              |       |        |      |
| Property  | ROCK QUARRY      | Acreage | 0.66       | Address | LLC             | Value: |           |           |              |       |        |      |
| Address   | RD               |         |            |         |                 |        | Building  | \$316,800 | Last 2 Sales |       |        |      |
| District  | City/Stockbridge |         |            |         |                 |        | Value:    |           | Date         | Price | Reason | Qual |
|           |                  |         |            |         | 110 ROCK        | Misc   | \$23,700  | 1/1/2016  | \$0          | VM    | U      |      |
|           |                  |         |            |         | QUARRY RD       | Value: |           | 9/29/2010 | \$500,000    | FM    | Q      |      |
|           |                  |         |            |         | STOCKBRIDGE, GA | Total  | \$426,700 |           |              |       |        |      |
|           |                  |         |            |         | 30281           | Value: |           |           |              |       |        |      |

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

Date created: 9/18/2025

Last Data Uploaded: 9/18/2025 6:45:53 PM

Developed by  **SCHNEIDER**  
GEOSPATIAL





**TO:** Stockbridge Mayor and City Council

**FROM:** Linda M. Logan, Senior Planner, Planning and Zoning Division

**CC:** Ryan Anderson, Community Development Director

**DATE:** October 13, 2025 (City Council Meeting)

**SUBJECT:** Staff Report for Appeal Case #AP-2025-02:  
**Lottery Application for an Alcohol License at 110 Rock Quarry Road  
(Parcel #S33-01011002) (City Council District 4)**

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## **I. PURPOSE OF THE APPEAL APPLICATION**

An appeal letter, dated September 15, 2025, was submitted to the City of Stockbridge by the law firm of Smith, Welch, Webb & White, on behalf of a lottery applicant for an alcohol license, Reynell Hay, who was one of fourteen (14) original applicants for an alcohol license lottery. On Mr. Hay's alcohol license lottery application, he listed an address of retail package store 110 Rock Quarry Road (Parcel #S33-01011002) as his proposed location for a retail package store. City Staff evaluated Mr. Hay's application and deemed it to be incomplete, then sent a denial letter to Mr. Hay, who claimed to have never received it. Mr. Hay's application did not list a valid business mailing address, nor any residential mailing address. The stated purpose of the law firm's September 15, 2025 letter was to appeal the denial of Mr. Hay's alcohol license application. It was a follow-up to the law firm's first letter, dated December 18, 2024 (more than one year prior). The letter dated December 18 contended that all of the alcohol license lottery applications were incomplete; that the two alcohol licenses that were awarded by City Council should be rescinded; and that the lottery process should be reopened.

## **ORIGIN OF THE LOTTERY APPLICATION PROCESS FOR ALCOHOL LICENSES**

Section 9.04.040 of the Stockbridge Municipal Code of Ordinances requires all manufacturers and dealers of alcoholic beverages to obtain an alcohol business license from the City of Stockbridge before commencing operations. Section 9.04.130 further limits the number of alcohol licenses to be issued within the City Limits, based on the City's population. In November of 2022, a citywide annexation referendum was passed

and approved, increasing the City's population by approximately 7,000. As of February 27, 2024, four liquor stores were located in the City of Stockbridge. As a result of the substantial population increase, the City became eligible for two additional alcohol licenses. The City of Stockbridge's alcohol license lottery process began on April 6, 2024, via public notice, as a method for awarding two additional alcohol licenses to eligible lottery applicants.

An ordinance was considered by the Stockbridge City Council at its Work Session Meeting on February 27, 2024, to allow additional licenses and locations in the City for several types of businesses, including dealers in distilled spirits, by clarifying the number of licenses available and providing a process for allowing additional licenses based upon Census data. Licenses for certain types of businesses become available as the City increases its population in increments of 5,000. The ordinance was tabled to allow Staff time to conduct further research to determine the appropriate locations for such businesses.

The discussion of the ordinance continued at the March 26, 2024 Work Session Meeting, and the ordinance was adopted with the following requirements for retail package stores: the minimum store size would be 6,000 square feet; retail package stores would be allowed in mixed-used developments; applicants must file a Special Use Permit and receive approval of the City Council; and all requirements of the Unified Development Code (UDC) had to be met. These requirements have been incorporated into Section 9.04.130(B) of the Stockbridge Municode.

## **ALCOHOL LICENSE APPLICATION REQUIREMENTS**

Section 9.04.130 of the Municipal Code of Ordinances authorized the issuance of two additional retail package stores due to the City's population increase from the 2022 annexation. A period of forty-five (45) days was allowed for the City to receive applications. The application forms are located on the City's website, and the application fee is \$750.00. The retail package stores were to be located on either Rock Quarry Road or Jodeco Road.

Section 9.04.180 of the Stockbridge Municipal Code specified the application contents for alcohol license applications, as are listed below. Section 9.04.190 lists the procedure for alcohol license application reviews, and Section 9.04.200 lists the authority for conducting such reviews.

### **9.04.180 - License—Application contents.**

The application shall be submitted utilizing the city application form and shall contain, under oath, the following information, and additional documents:



- A. Name and address of each applicant and each person who would have an interest in the license, including only those stockholders owning ten percent (10%) or more of the corporation's stock and all members of the LLC;
- B. Name and address for the past ten (10) years of each individual licensee, including registered agent where necessary;
- C. The name, address, and date of birth of each employee working at the business location;
- D. Description of the business operation, its location, and facilities;
- E. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
- F. Survey indicating the location of the business and the distance to the nearest school, church, alcoholic treatment center; and closest distilled spirits retail dealer;
- G. The license fee required by this chapter, in the form of cash or a bank-certified check;
- H. The non-refundable investigative fee, in the form of cash or a bank-certified check;
- I. Financial statements for each person identified in Section 9.04.170; and
- J. Such other information and documents as may be required by the license department.

Section 9.04.210 of the Stockbridge Municode, which is copied below, identifies possible reasons for the denial of an alcohol license lottery application. In particular, Section 9.04.210(A) states that a “material omission left out of an original or renewal application for an alcoholic beverage license shall be cause sufficient for the denial thereof.” Section 9.04.210(C) further explains that if a license is issued on the basis of omitted material information, which would be cause for the revocation of the license.

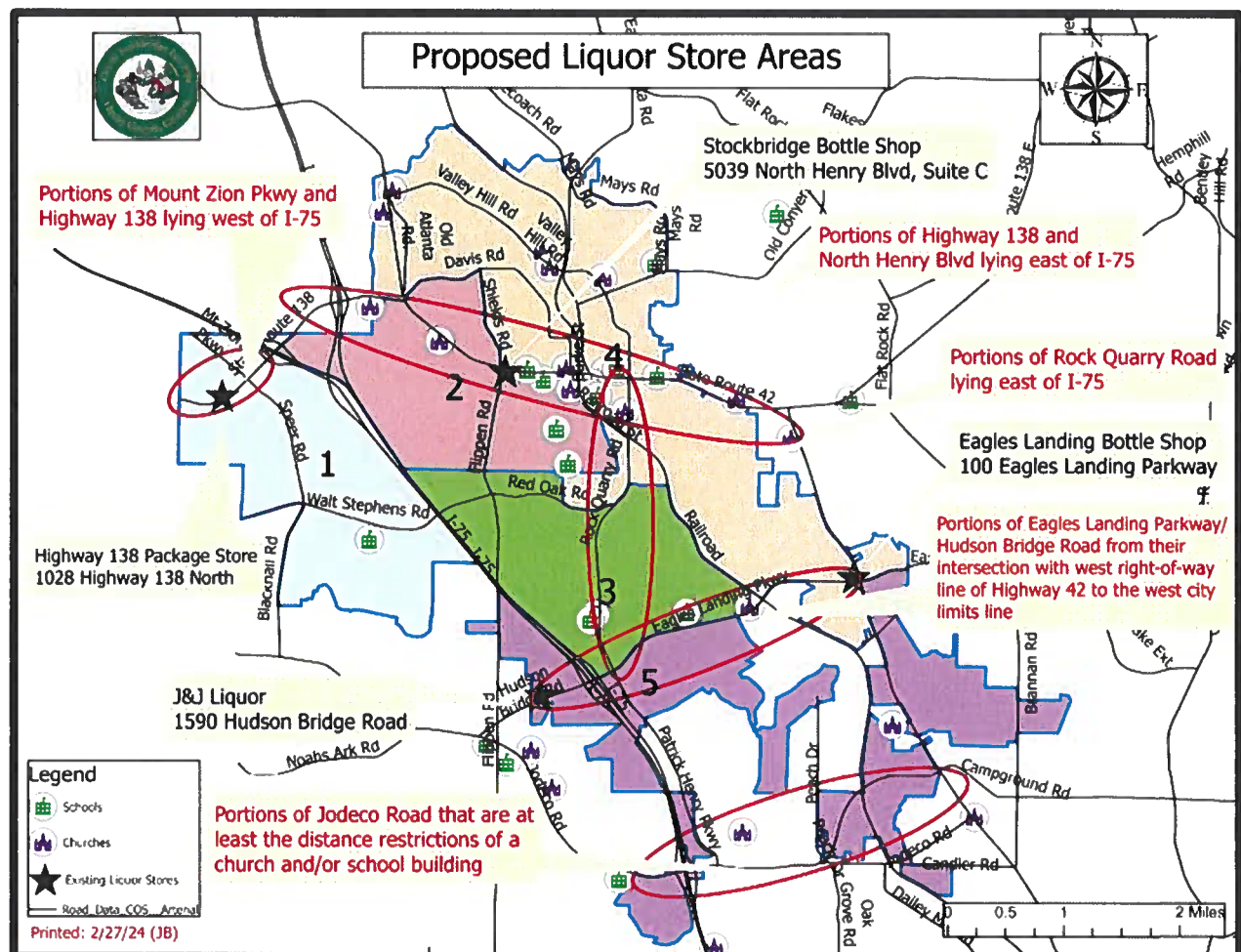
#### **9.04.210 - Misleading, omitted, or obsolete information—Report—Penalties.**

- A. Any untrue or misleading information contained in or material omission left out of an original or renewal application for an alcoholic beverage license shall be cause sufficient for the denial thereof.
- B. Any information which changes or otherwise becomes obsolete shall be reported immediately.
- C. When any license is issued on the basis of an application containing misleading or untrue information or omitted or unreported changed material information, such circumstances shall be cause for revocation of same.
- D. In the event a licensee receives notice of violation of any federal or state law or administrative regulation, such licensee shall, within ten (10) days of receipt of such notice, provide a copy of the notice to the city by certified mail. The licensee shall keep the city informed as to the progress of the matter for which notice of violation was issued and shall promptly communicate the outcome of all proceedings to the city.

A property for a retail package store must be located in one of five approved areas, per Section 9.04.090 of the Stockbridge Municipal Code. Those areas are shown on a City map, dated 2/24/24, entitled "Proposed Liquor Store Areas" (which was later approved), which shows the locations of four liquor stores as of that date. The approved locations for new liquor stores were later limited to Rock Quarry Road or Jodeco Road. Reynell Hay's proposed property location was at 110 Rock Quarry Road (Parcel #S33-01011002).

Section 9.04.130(B) lists four retail package store requirements. These include a minimum store size of at least 6,000 square feet, permissibility to locate within a mixed-use development, approval of a special use permit by the Stockbridge City Council, and compliance with the provisions of the Stockbridge Unified Development Code (UDC).

#### MAP OF PROPOSED LIQUOR STORE AREAS AND EXISTING LIQUOR STORES (4)



## IMPLEMENTATION OF THE ALCOHOL LICENSE LOTTERY PROCESS

A public lottery was authorized to determine the applicants for an alcohol license and an occupational tax certificate. The application period ended on Friday, June 7, 2024, and there were fourteen (14) total applicants.

Two Addenda were issued, as follows:

- Addendum No. 1 was issued on April 17, 2024. It advised applicants that certain application requirements regarding the location of the business no longer needed to be addressed.
- Addendum No. 2 was issued on May 3, 2024. It superseded and effectively rescinded Addendum No. 1, and it required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.

Two "update" letters were also sent to the applicants during the alcohol lottery application process. The first letter, dated June 28, 2024, stated as follows:

"This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification of this process was necessary.

Upon consultation with our leadership and review from the City Attorney, it has been determined that applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, an alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. Please ensure your application is updated accordingly to avoid disqualification.

**This information must be submitted no later than July 19, 2024, at 5:00 PM EST."**

The second "update" letter, dated July 17, 2024, stated as follows: "This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. Upon further review, City Staff has removed the requirement for all applicants to have a formal letter of intent to purchase land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road."

The lottery drawing was to occur as follows, as was delineated in the letters to the applicants:

“The alcohol lottery will take place on **July 30, 2024**, at **6:00 PM** in the council chambers. The City Council on that date will only determine the two lottery winners and two alternates (1st and 2<sup>nd</sup>). The winners of the lottery will have 120 days to secure a location, submit a completed application with the Community Development Department for a special land use permit, and complete any other requirements or negotiations with the City. If the winner fails to do so they will forfeit the license, and the 1<sup>st</sup> alternate will take their place and then they will have 120 days. If they fail to do so the 2nd alternate will assume the license. The target areas for the liquor license will remain the same.”

Only two applications were deemed to be complete. One of the applicants was GRP, LLC, represented by Girishkumar Patel; and the other applicant was Niral Patel. Girishkumar Patel submitted the required special use permit application (SP-2024-02), which proposed locating a retail package store at 106 Rock Quarry Road. However, the Stockbridge City Council denied SP-2024-02 on February 10, 2025, as was documented by Ordinance #OR25-588. Niral Patel, though, did not apply for a special use permit within the required 120-day application period; thus, his alcohol license expired. The remaining twelve (12) alcohol license lottery applications were deemed to be incomplete, including the application of Reynell Hay. Those applicants were sent denial letters.

The names of all eligible applicants were listed on the City Council agenda for the June 10, 2024, meeting, when a public lottery drawing was to be held. The lottery process was tabled until the July 30, 2024, Work Session meeting. During the July 30, 2024, meeting, two applicants were selected by City Council. They were Girishkumar Patel (Applicant No. 1) and Niral Patel (Applicant No. 5). Afterward, the selected applicants were required to undergo criminal background checks and were allotted 120 days to apply for a special use permit, which required City Council approval, before they could be awarded an alcohol license or their approvals could be repealed by City Council.

## **ALCOHOL LICENSE APPLICATION BY REYNELL HAY**

The City of Stockbridge received an alcohol license application by Reynell Hay on June 6, 2024. It stated that the proposed business name was to be “Ologo Wines and Spirit” as a Limited Liability Company (LLC), and that the company was formed on 5/17/24. The business address of 950 Eagles Landing Parkway, Stockbridge, GA, 30281 was listed, which is actually the address of an UPS store. No post office box number was given, nor did the applicant supply his requested home address (although it was obtained from his driver’s license). The application listed Reynell Hay as a “Member Manager” with a member-ownership interest of 50%, with Shaffer Smith also listed as a member-ownership interest of 50%. The proposed retail package store was to be located at 110 Rock Quarry Road (Parcel #S33-01011002). Mr. Hay signed his application but did not provide a date, although a notary public date of May 21, 2024, was listed. The applicant also submitted a “Certificate of Organization” from the State of Georgia, which stated that Ologo Wine and Spirits LLC was organized under the laws

of the State of Georgia on 05/17/2024.

After receiving Mr. Hay's alcohol lottery license application, City Staff filled out a Lottery Application Tracking Sheet after Mr. Hay's application was received. The Sheet was marked as "Date Received: 5/28/24; Application No. 6." [This date conflicts with other documentation which said that the application was received on June 6, 2024, although the application had no date on it. All items in the checklist were checked, including the first item, "Complete Application and Documents." Further, no notes were provided in the "Any Notes" box at the bottom of the Sheet.] City Staff then sent Addendum No. 1 and Addendum No. 2 to all applicants, including Reynell Hay, as well as the two "update" letters. The first "update" letter to Reynell Hay was dated June 28, 2024, and the second one was dated July 17, 2024.

After evaluating Reynell Hay's application, City Staff determined that it was incomplete. The City sent a denial letter to Mr. Hay, dated September 11, 2024. It stated as follows:

"Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City's Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application's denial is based on the failure to provide all the required information and documents as requested in the application, including but not limited to, the following:

1. A description of the business operation, its location, and facilities.
2. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business.
3. Named location is neither in the City nor properly zoned for the retail sale of alcohol by the package.
4. Did not provide all the required information requests in the application; and/or
5. The application was not submitted prior to June 7, 2024.

Pursuant to the City's Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and City Council in writing no more than ten (10) days following receipt of this denial notice."

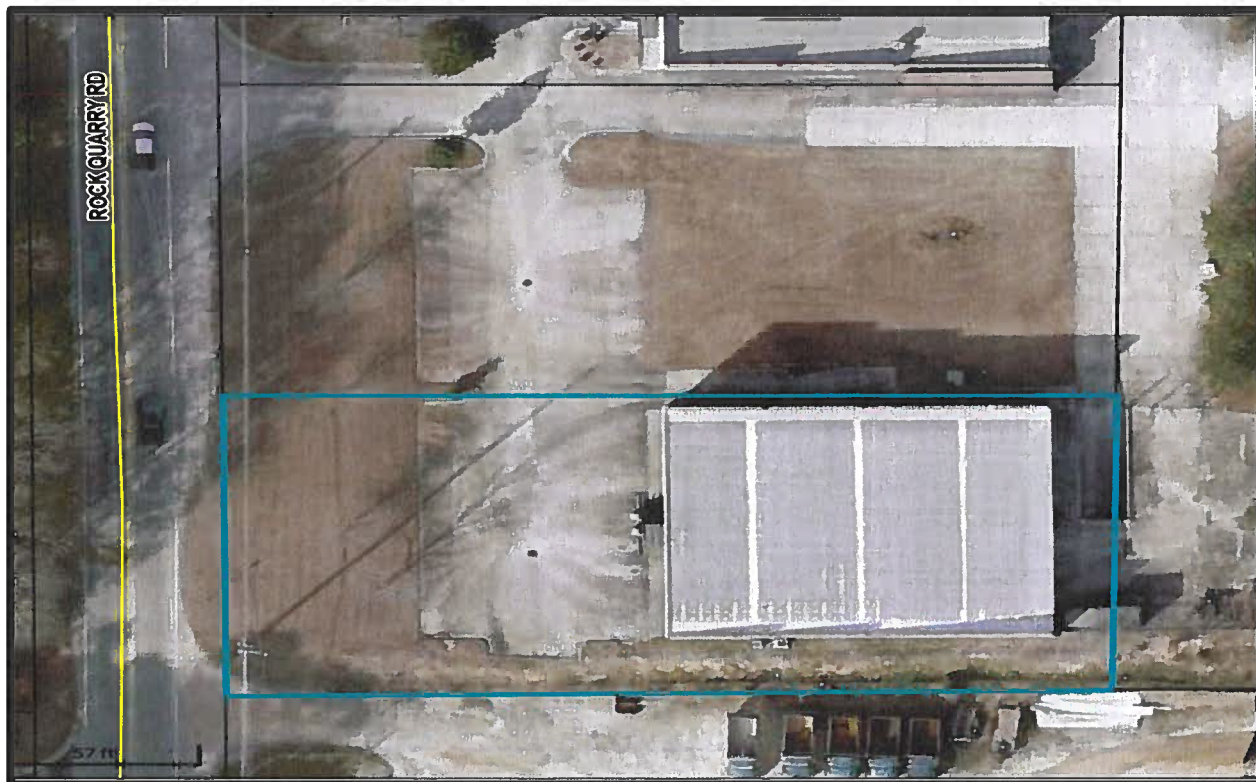
Since the applicant's stated business mailing address of 950 Eagles Landing Parkway did not include a post office box number, it was insufficient, and the denial letter could not be delivered to that address. City Staff therefore used the address that was listed on the applicant's driver's license since he did not supply a home address on his application. A confirmation of the applicant's home address was made by examining the Henry County Tax Assessors' records. The denial letter was sent to the driver's license by certified mail, but Mr. Hay claimed to have never received it. City Staff sent a second denial letter to the applicant, dated September 5, 2025, and it used the same language as the first denial letter from September 11, 2024. Both denial letters were sent to the applicant's residential mailing address.



## PROPOSED PACKAGE STORE LOCATION

The applicant, Reynell Hay, stated on his alcohol license application that the proposed location for his retail package store would be at 110 Rock Quarry Road (Parcel #S33-01011002). The parcel is located on the west side of Rock Quarry Road, between Spring Street and Nova Circle, and it lies within an acceptable location for package stores, per Section 9.04.090 of the Stockbridge Municode. The parcel has 0.66 +/- acres, and its current owner is ESP2 Properties, LLC. The existing building was constructed in 2001, and it contains 3,175 total square feet. The property is zoned 'C-2' (General Commercial), and it is located in the Parkway Mixed-Use (PMU) Overlay District. The future land use designation of the property is Low-Density Mixed-Use. Since Section 9.04.080 of the Stockbridge Municode requires retail package stores which sell distilled spirits to be located on a property which has commercial zoning, the subject property meets that requirement because it is properly zoned.

### AERIAL PHOTO OF THE SUBJECT PROPERTY AT 110 ROCK QUARRY ROAD (PARCEL #S33-01011002)



**STREET PHOTO OF 110 ROCK QUARRY ROAD,  
VIEWED FROM THE WEST (September 19, 2025)**



## **CITY COUNCIL DECISIONS**

On July 30, 2024, the Stockbridge City Council awarded two alcohol licenses during the lottery process. One license was awarded to Girishkumar Patel, and the second license was awarded to Niral Patel. Girishkumar Patel subsequently applied for the required special use permit on August 2, 2024, when he proposed to locate his retail package store at 106 Rock Quarry Road. Niral Patel, however, did not apply for a special use permit during the allotted 120-day time period, so his alcohol license expired.

On February 10, 2025, the Stockbridge City Council heard but denied SP-2024-02 for Girishkumar Patel (the agent for the special use permit applicant, GRP, LLC). (Ironically, Girishkumar Patel's retail package store was to be located only two parcels north of Reynell Hay's proposed retail package store location of 110 Rock Quarry Road.) The denial was documented by Ordinance #OR25-588.

## **LAW FIRM'S JUSTIFICATION FOR THE APPEAL**

The City of Stockbridge received two letters from the law firm of Smith, Welch, Webb & White on behalf of their client, Reynell Hay. The first letter, dated December 18, 2024, stated that all of alcohol license applications were incomplete, including the two which City Staff deemed to be complete, which were the applications of Girishkumar Patel (Application No. 1) and Niral Patel (Application No. 5), and should be rejected. The letter requested that both of the alcohol licenses which City Council had awarded on July 30, 2024 be rescinded because 1) City Council had denied the special use permit for 106 Rock Quarry Road for Girishkumar Patel; and 2) time had expired for the second license since for Niral Patel since he had not provided a proposed business location for his retail package store.

The second letter from the applicant's law firm, dated September 5, 2025, stated that the City made numerous violations and did not abide by the requirements of the Stockbridge Municipal Code for alcohol licenses. Further, it states that Mr. Hay was told by a City employee that he did not need to provide a business location for his proposed retail package store, thus Mr. Hay did not submit any plans or drawings, either.

## **STAFF ANALYSIS**

Reynell Hay's alcohol license application was deemed to be incomplete by City Staff. He did not provide a legitimate business mailing address, nor did he provide any residential mailing address on his application. Section 9.04.210(A) of the Stockbridge Municode cites this as a reason for denial: "Failure to provide required information and documentation." This alone should be sufficient justification for the denial of his application.

City Staff sent Mr. Hay a denial letter on September 10, 2024, which he claimed to have never received. He could have contacted City Staff to inquire about the status of his application. When or how he found out that his application was denied is unknown. Nevertheless, Mr. Hay did not file an appeal during the required ten-day appeal window, per Section 9.04.210(C). It was not until September 5, 2025, more than a year after City Council held the lottery on July 30, 2024, that the City received an appeal letter from the law firm representing Mr. Hay. Therefore, the appeal letter is void.

The alcohol license lottery process for 2024 ended, and no special use permits were approved for any alcohol licenses since SP-2024-02 by Girishkumar Patel was denied. Since the license that was issued to Niral Kumar expired due to his non-application for a special use permit, that license is still available. Reynell Hay could therefore re-apply for an alcohol license whenever the City may begin a new lottery process.



## STAFF CONCLUSIONS

1. The City of Stockbridge was justified by both Section 9.04.210(A)(3) and Section 9.04.220(A)(3) of the Stockbridge Municode in denying Reynell Hay's alcohol license lottery application because of his "material omission" of required information since he did not provide an accurate business address on his application, nor did he provide his residential address at all.
2. Even if an alcohol license had been, or were to be, issued to Reynell Hay on the basis of his submitted application, the address omissions in his application would be justification for his license being revoked, according to Section 9.04.210(C) of the Stockbridge Municode.
3. Since the special use permit application (SP-2024-02) of one of the winners (Girishkumar Patel) of the 2024 alcohol license lottery process was denied by City Council, and the second winner's time to apply for the required special use permit expired after the allotted 120 days, at least one alcohol license is still available for an eligible applicant.
4. Since at least one alcohol license is still available for an eligible applicant, Reynell Hay may reapply for an alcohol license with the City of Stockbridge whenever the City reopens the application process to the public.
5. Since at least one alcohol license is still available, there is no reason to "rescind" Girishkumar Patel's alcohol license, as the December 18, 2024, letter from the law firm requests.
6. In stating that "all" of the alcohol license lottery applications were incomplete, according to the law firm's December 18, 2024, letter, an admission is made that Reynell Hay's application was incomplete. Therefore, there is no basis for the appeal that was requested by the law firm's subsequent letter dated September 5, 2025. Consequently, the appeal is void.

## STAFF RECOMMENDATIONS

In view of the conclusions above that were made for Appeal Case #AP-2025-02, the Community Development staff makes the following recommendations for this case:

1. **DENY / VOID** the requested appeal for Appeal Case #AP-2025-02 for Reynell Hay since 1) his lottery application for an alcohol license was incomplete due to his omissions of material information pertaining to his addresses; and 2) the law firm's appeal letter dated September 15, 2025 is void because its December 18, 2024 letter admitted that Reynell Hay's alcohol license lottery application was incomplete, and at least one alcohol license is still available for him to apply for whenever the City opens

a new alcohol license lottery process.

**2.ALLOW** Reynell Hay the opportunity to apply for a lottery application for alcohol license with the City of Stockbridge, in the same manner and with the same consideration as any other applicant, when the City re-opens the lottery application process for alcohol licenses.

### CHRONOLOGICAL TIMETABLE OF ACTIONS

| #  | DATE               | ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | February 2024      | Community Development Staff was asked to create a process to distribute two alcohol licenses.                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2  | February 27, 2024  | Stockbridge City Council considered but tabled the creation of a lottery process to allow additional licenses for several types of businesses, including retail package stores.                                                                                                                                                                                                                                                                                                                              |
| 3  | March 26, 2024     | Stockbridge City Council approved the creation of an alcohol license lottery process.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4  | April 6 & 13, 2024 | An alcohol license lottery process was advertised in as a legal                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5  | April 17, 2024     | Addendum No. 1 was issued to the alcohol license applicants. It stated that the location of the proposed retail package store did not need to be provided.                                                                                                                                                                                                                                                                                                                                                   |
| 6  | May 3, 2024        | Addendum No. 2 was issued to the alcohol license applicants. It rescinded Addendum No. 1 by requiring applicants to provide a location for their proposed retail package stores.                                                                                                                                                                                                                                                                                                                             |
| 7  | June 7, 2024       | Closing date for a lottery application for an alcohol license                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8  | June 10, 2024      | The lottery process was advertised to take place during the City Council meeting, but it was removed from the agenda. .                                                                                                                                                                                                                                                                                                                                                                                      |
| 9  | June 28, 2024      | A "update letter" was sent to the alcohol license applicants. It stated that, as a result of the June 10, 2024 City Council meetings, applicants must specify a proposed location for a retail package store on either Rock Quarry Road or Jodeco Road. The location address and a copy of a purchase or lease agreement was required, and was due by July 19, 2024. Further, the selected applicants would have 120 days to secure the property and to submit a special use permit application to the City. |
| 10 | July 17, 2024      | A second "update letter" was sent to the alcohol license applicants. It stated that City Staff had removed the requirement for all applicants to have a formal letter of                                                                                                                                                                                                                                                                                                                                     |

|    |                    |                                                                                                                                   |
|----|--------------------|-----------------------------------------------------------------------------------------------------------------------------------|
|    |                    | intent to purchase land located within the Stockbridge City Limits on either Rock Quarry Road or Jodeco Road.                     |
| 11 | July 30, 2024      | City Council awarded two alcohol licenses. They were awarded to Girishkumar Patel and Niral Patel.                                |
| 12 | September 11, 2024 | Denial letters were mailed to the applicants whose applications were deemed by city staff to be incomplete including Reynell Hay. |
| 13 | September 5, 2025  | City sends second denial letter to Reynell Hay.                                                                                   |
| 14 | September 15, 2025 | Reynell Hay's attorney submits appeal letter to the City.                                                                         |
| 15 | October 13, 2025   | Scheduled date for Appeal Case #AP-2025-02 to be heard by City Council.                                                           |

**APPENDIX TO FOLLOW:  
RELEVANT BUSINESS DOCUMENTS**

## **Public Notice City of Stockbridge**

Notice is hereby given as required by Section 9.04.130 of the Code of Ordinances, City of Stockbridge, Georgia, authorizing issuance of two additional retail package stores with a period of forty-five (45) days to receive applications.

Applications for the retail packages stores will be located on the City's website [www.stockbridgega.org](http://www.stockbridgega.org).

### **LOCATION**

**Rock Quarry Rd or Jodeco Rd**

### **PROCEDURES**

The City of Stockbridge will have a public lottery to determine the applicants for an alcohol license and occupational tax certificate. Applications for liquor store licenses are now being taken. The application period will end on Friday, June 7, 2024, and afterwards no applications can be submitted. If the number of applicants eligible for further processing exceeds the number of open slots that are available, then each applicant's application for an alcohol license and occupational tax certificate shall be considered based on a public lottery drawing. The city clerk shall place on the agenda for the next regular session of the city council an agenda item for a public lottery drawing pertaining to retail package store, and listing the names of all applicants that are eligible for the public lottery drawing.

Prior to said next regular session, the city treasurer shall prepare separate strips of paper of equal dimensions upon which the names of each applicant seeking a certificate of compliance is typed. Each strip of paper shall then be folded twice in the same manner for each strip of paper, and then placed into an opaque container from which the drawing shall be made. At the appropriate time at the next regular city council meeting, the city mayor, or the mayor's designee, shall draw from the opaque container without viewing the inside of the container a number of the strips of paper containing the typewritten names of the applicants that are equal to the number of open alcohol licenses that are available. Those applicants selected by public lottery shall then be the applicants accepted for consideration of the applicant's application for an alcohol license with the same number of alternates by the city council. Upon the conclusion of the public lottery drawing, each applicant selected during the public lottery drawing shall have their lottery application immediately considered at the same session as the public lottery drawing, by the city council by separate resolution for each selected applicant location, which shall require a majority vote for approval.

The date of the lottery for determining the accepted applicants for a liquor store will be on June 10, 2024 during the City of Stockbridge's City Council Meeting.

### **ALLOCATED TIME**

Any applicant who has been approved for an alcohol license by the city council who does not then make application for a retail package store license from the City of Stockbridge

within one hundred twenty (120) calendar days of the date of approval of the resolution, may have their approved repealed by a separate resolution of the city council.

**BACKGROUND CHECK INFORMATION**

All applicants that timely submitted a properly and fully completed application and who have passed the criminal background check shall then be eligible for further processing.

Lakeisha Gaines

Interim City Treasurer – City of Stockbridge

Ryan Anderson

Community Development Director – City of Stockbridge

Uneda Smith-Sellers

Business Services Supervisor – City of Stockbridge



4640 North Henry Boulevard Stockbridge, Ga 30281

City of Stockbridge  
Community Development Department

**ADDENDUM NO. 1**

**Re: APPLICATION (Lottery Application ONLY)**

**ATTENTION ALL POTENTIAL APPLICANTS:**



**READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**

This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

**TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

**ALCOHOL APPLICANTS ONLY:**

Questions number 14, 15, 16, 17, 23, 24, and 25 are to be removed from the application and do not need to be completed by the applicant for consideration and entry into the lottery process.

As it pertains to question 23. Ordinance 9.04.090 the locations of the package store will be discussed and determined after the initial lottery process winner is awarded. The discussed location WILL have to be approved by Council at the following next available meeting.

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

Phone Number(s):

678-833-3302 Uneeda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams



4640 North Henry Boulevard Stockbridge, Ga 30281

City of Stockbridge  
Community Development Department

**ADDENDUM NO. 2**

Re: APPLICATION (Lottery Application ONLY)

**ATTENTION ALL POTENTIAL APPLICANTS:**



**READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**

This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

**TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Addendum No. 2 supersedes Addendum No. 1

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

**ALCOHOL APPLICANTS ONLY:**

As it pertains to the proposed location of a package store. Please be advised that Stockbridge Ordinance 9.04.180 governs all applications for the additional license to be a retail seller of liquor, beer, and wine in Stockbridge. Ordinance 9.04.180 requires that all applications contain the identification of a specific address within Stockbridge. A general property description, such as a road name or intersection, is insufficient.

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

Phone Number(s):

678-833-3302 Unceda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams



Where Community Connects

City of Stockbridge  
Community Development Department

APPLICATION  
(Lottery Application ONLY)

**NOTE: USE SEPARATE PAGES AND/OR ATTACHMENTS, AS NECESSARY**

1. Type(s) of license applied for:
- |                                                            |                                          |
|------------------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Alcohol License        | <input type="checkbox"/> Pawnshop        |
| <input type="checkbox"/> Tire Shop                         | <input type="checkbox"/> Vape Shop       |
| <input type="checkbox"/> Used Car Dealership               | <input type="checkbox"/> Precious Metals |
| <input type="checkbox"/> Used Appliance Shop               |                                          |
| <input type="checkbox"/> Thrift store and Consignment Shop |                                          |
2. Proposed license is a (n)
- |                                                       |
|-------------------------------------------------------|
| <input type="checkbox"/> Individual                   |
| <input type="checkbox"/> Partnership                  |
| <input checked="" type="checkbox"/> Corporation       |
| <input checked="" type="checkbox"/> LLC               |
| <input type="checkbox"/> Other legal entity (explain) |

3. Applicant information:

Name Stephen Day

Title Position CEO/Owner/Manager

Are you a citizen of the United States: ☒ yes ☐ no

Where were you born? Rock Hill, SC

Present home address:

County of Henry Co Number of years at present address 4

Contact information: Business phone #: 646 877-0017

Home phone #: \_\_\_\_\_

How long have you been a resident of Georgia? 13 Henry Co? 13

What has been your occupation for the past five (5) years? CEO/Owner



4. Applicant's relationships with other persons with 1<sup>st</sup> degree of kinship.

Immediate living relatives:

(Please list all immediate living wife, children, parents, brothers, sisters, and parents)

(Attach separate sheet(s) if necessary)

Name: [REDACTED] Age: [REDACTED]

Relationship: [REDACTED] Live with or apart: [REDACTED]

Name: [REDACTED] Age: [REDACTED]

Relationship: [REDACTED] Live with or apart: [REDACTED]

Name: [REDACTED] Age: [REDACTED]

Relationship: [REDACTED] Live with or apart: [REDACTED]

Name: [REDACTED] Age: [REDACTED]

Relationship: [REDACTED] Live with or apart: [REDACTED]

5. Proposed business name and address:

Business name: OLOGC Wine and Spirit

Address: 110 Kell [REDACTED] Rd  
Stockbridge GA 30281

6. Corporations: If operating as a corporation, please complete the following:

Corporation name: [REDACTED]

Address: [REDACTED]

Date of Incorporation: [REDACTED] Where Incorporated: [REDACTED]

Type of Corporation: [REDACTED]

Corporate Officers: Please list each (attach a separate sheet if necessary)

Name: [REDACTED] SS#: [REDACTED]

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

**Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"**

7. Stockholder information – applies to any "closely held" stock, not publicly traded and to all stockholders who own more than 10% of the outstanding capital stock of the corporation. **DO NOT FILL OUT THIS INFORMATION FOR PUBLICLY TRADED CORPORATIONS.** In lieu thereof, please indicate by attached sheet as to whether any affiliate, related company, holding company, subsidiary or other organization holds any form of alcohol license in the City of Stockbridge, or any distilled spirits package sale license within the State of Georgia.
8. If operating as a corporation, list stockholders with addresses and the amount of interest of each stockholder in the corporation. *Please list each (attach a separate sheet if necessary)*

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

9. Limited Liability Company (LLC): If operating as a company, please complete the following:

Company name: 6600 Wines and Spirit

Address: 950 Eagles Landing Pkwy.

Stockbridge GA 30381

Date of Formation: 5/17/2024 Where Formed (State): GA

Type of LLC (member managed or manager managed): Member Manager

LLC members with an ownership interest: Please list each (attach a separate sheet if necessary)

Name: Reyell Hay SS# [REDACTED]

Member - ownership interest ( %):

50%

Address: \_\_\_\_\_

Name: Shaffer Smith SS# [REDACTED]

Member - ownership interest ( %):

50%

Address: \_\_\_\_\_

Name: 17 SS# \_\_\_\_\_

Member - ownership interest ( %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Member - ownership interest ( %): \_\_\_\_\_

Address: \_\_\_\_\_

Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**313 West Tower**

**2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Ologo Wine and Spirits LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/17/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **05/21/2024**.



*Brad Raffensperger*

**Brad Raffensperger**  
Secretary of State

10. Limited Liability Partnership (LLP), Partnerships, Sole Proprietorships, and any other forms of business entity: If operating as a partnership or other form of business entity, please complete the following:

Entity name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Formation: \_\_\_\_\_ Where Formed (State): \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Partnership members with an ownership interest. Please list each (attach a separate sheet if necessary)

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"

If more than 4 members, partners, or stockholders, please provide the name, address, social security number and ownership interest of additional parties at interest, by separate sheet.

11. Registered Agent

If the proposed license is a legal entity, please provide name of its registered agent:

Agent(s) name: CSC Global

Address: 251 Little Falls Drive. Wilmington DE  
Telephone Number: 1-800-927-9801 1980:

12. Store Manager, Managing Member, Managing Partner, or other person in charge:  
What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business?

Full name: Reynold Hay

(Please complete the site manager's personal statement, attached)

13. Convictions:

Has the applicant, or any individual having an interest either as owner, partner, member, or stockholder been convicted or entered a plea of Nolo Contendere within fifteen (15) years immediately prior to the filing of this application, for any felony or misdemeanor in any state or for an offense cited by the United States; or any violation of municipal ordinances except traffic violations? If yes, please explain below:

NO

14. Location ownership

Do you own the land and building on which the business is to be operated?

       Yes   ✓   No If Yes, when did you buy it?                                   
(Attach proof of ownership)

If not the owner, please complete the following and attach a copy of the lease, option, and any other pertinent documents:

Owner/Agent of Property:                                                                 

Amount of rent:                                                  Frequency Paid:                                 

Is the amount of rent a set amount?        Yes        No

If NO, please explain how it is determined: Location has not been finalized.

15. If you have an option, or other legal, binding document to buy, lease the building, please explain the general terms:

- M/A -

16. Zoning

What is the current zoning on the proposed property location?

17. Location Certification

If this is the first application for a license for this business, please attach a current certificate from a registered surveyor containing the following information:

- (1) A scale drawing of the building or proposed building as situated on the proposed lot.
- (2) Proposed parking available to the building.

**NOTE: NOT Required for a retail package alcohol license until the applicant is chosen for a license.**

18. Financial Interest – Does the applicant or interested parties to this Application:

- A. Have any financial interest in any similar business?

\_\_\_\_ Yes      ☒ No

- B. Received any financial aid or assistance from any similar business?

\_\_\_\_ Yes      ☒ No

19. Other Interests:

Do you: any member of your family (children, spouse, parents, siblings) or any of the other owners, partners, or stockholders:

- A. Have any interest, financial or otherwise, in other similar businesses or establishments?

\_\_\_\_ Yes      ☒ No

If YES, please list:

\_\_\_\_ N/A -  
\_\_\_\_

- B. Own, lease, sub-lease any real estate which is occupied by a similar business. If so, give the location information as to any lease or rental agreement including rents received and who it was rented to: \_\_\_\_ Yes \_\_\_\_ No

If YES, please list:

\_\_\_\_ N/A -  
\_\_\_\_

- C. Serve as the Executor or Administrator or Beneficiary of Heir of any estate having an interest in any similar business or establishment?

\_\_\_\_ Yes      ☒ No

If YES, please list:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

D. Serve as Beneficiary or Trustee of any Trust Fund having an interest in any similar business or establishment?

\_\_\_\_ Yes ☒ No

If YES, please list:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

20. Financial Gain

Please list all parties who will receive any financial gain or payment derived from any interest or income as a result of the operation that this application applies to. (Please include any owners, partners, members, officers, or principal stockholders)

\_\_\_\_\_  
\_\_\_\_\_  
Reynell Hay  
Shaffer Smith

21. Other Jurisdictions

List other jurisdictions in which any applicant, partner, member, corporate officer, or stockholder holds a similar occupational tax certificate, regulatory license, or alcoholic beverage license:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

List all details of denial of any such licenses in any other jurisdiction:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

22. Are you familiar with the City of Stockbridge Ordinances, State laws and regulations, Federal laws and regulations governing the operations of this type of business?

☒ Yes ☐ No

(City of Stockbridge Ordinance 9.04 Alcoholic Beverage)

23. Restrictions Alcohol ONLY



**Ordinance 9.04.090**

1. No retail license for the sale of distilled spirits shall be issued unless the location is located within five hundred (500) feet of the streets or roads designated in the following three (3) areas and has direct access onto such streets or roads:

Area 1: Those portions of Mount Zion Boulevard and Highway 138 lying west of I-75;

Area 2: Those portions of Highway 138 and North Henry Boulevard lying east of I-75;

Area 3: Those portions of Eagles Landing Parkway Hudson Bridge Road from their intersection with the west right-of-way line of Highway 42 to the west city limits line.

24. Do you agree to abide by such ordinances, laws, and regulations?

☒ Yes ☐ No

25. Do you have any questions or comments regarding the ordinances, laws, regulations, or application?

☐ Yes ☒ No

If YES, please list:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

Georgia, Henry County, City of Stockbridge

I, Cheryl May, being duly sworn according to the law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true, and no false, or fraudulent statement is made herein, and such answers were made in order to produce the granting of such license.

Cheryl May  
Signature of Applicant

Cheryl May  
Print Name

Employee  
Title of Applicant

Subscribed and Sworn before me on this the 21 day of May, 2024

[Signature]  
NOTARY PUBLIC signature

3-21-22  
Notary Commission Expires

Karl Czaykowski  
NOTARY PUBLIC printed name



# stockbridge

Where Community Connects

City of Stockbridge  
Community Development Department

## SITE MANAGER'S PERSONAL INFORMATION Alcohol License ONLY

(To be attached to Application)  
(A photo of the manager must be attached to this form)

1. **Business Name**

(Please, complete for the business you are applying as a manager for)

Business Name Blue Nine and Spirit  
Address 150 Eagles Landing Pkwy Stockbridge Ga 3021  
- OR - 110 Rock Quarry Rd

2. **Manager's name and address:**

Name Bryan Day  
Home address \_\_\_\_\_  
Phone number 678.374.6017

3. **Personal identification information:**

Race BK Sex M Height 5'9 Weight 300 Age 36  
Color of hair Black color of eyes Dark Brown

4. **Manager's birth information:**

Location of birth Breoklyn N.Y.  
Date of birth [REDACTED]

5. **Spousal information: (If married, please complete)**

Spouse's full name Shantia Day  
Maiden name (if applicable) \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Employment Self employed

**6. Employment record:**

(Please list your previous employment information for the last past 10 years) (Attach separate sheet if necessary)

Employer: Compound Entertainment

Location: \_\_\_\_\_

Yes - From: 2004 To: present

Employer: \_\_\_\_\_

Location: \_\_\_\_\_ Dates - From: \_\_\_\_\_ To: \_\_\_\_\_

Employer: \_\_\_\_\_

Location: \_\_\_\_\_ Dates - From: \_\_\_\_\_ To: \_\_\_\_\_

**7. Financial interest:**

Do you or your spouse, or any member of your family:

A. Have any interest, financial or otherwise, in other malt beverage, wine, or distilled spirits stores or establishments? \_\_\_\_\_ Yes \_\_\_\_\_ No

If YES, please list:

N/A

B. Ever been denied a license or had a license revoked? \_\_\_\_\_ Yes ☒ No

If YES, please list:

N/A

**8. Prior residences:**

(Please list all residences you have had in the past ten (10) years.) (Include a separate sheet if necessary)

| Street Address | City | State | Years |
|----------------|------|-------|-------|
|----------------|------|-------|-------|

**9. Tax return:**

Did you file a Georgia tax return last year?

13

I, [Signature], do solemnly swear, that the foregoing statements are true. I understand that any falsehoods are grounds for automatic dismissal of this application.

[Signature]  
Signature of Manager

[Signature]  
Print Name

[Signature]  
Title of Applicant

Subscribed and Sworn before me on this the 21 day of May, 2024

[Signature]  
NOTARY PUBLIC signature

3-21-27  
Notary Commission Expires

Karl Czaykowski  
NOTARY PUBLIC printed name





Where Community Connects

City of Stockbridge  
Community Development Department

**BACKGROUND AND SECURITY CLEARANCE FORM**  
**OWNER, APPLICANT, MANAGER**  
**Alcohol License ONLY**

**Authorization for Release of Personal Information**  
**(Attach photocopy of Social Security Card and Photo ID)**

I, Reynell Hay, do hereby authorize a review of, and full disclosure of, all records concerning myself to any duly authorized agent of the City of Stockbridge, whether said records are of a public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure pertaining to the background investigation necessary to process my application as required under the Alcohol Beverage Ordinance (Chapter 9) governing licensing in the City.

I also certify that any person, firm, or other entity ("the providing entity") who may furnish such information concerning me, shall not be held liable or accountable for giving this information and I do hereby fully and completely release the providing entity from all liability, which may be incurred as a result of furnishing such information.

A photocopy of this release form will be valid as an original thereof, even though the photocopy does not contain the original writing of my signature.

  
Notary

3-21-27

Notary Commission Expires



Signature

5/21/24

Date

Date of Birth

Social Security Number

Driver's License Number

5-9

Height

280 lbs

Weight



# City of Stockbridge

## SAVE Public Benefits Affidavit

### O.C.G.A § 50-36-1 (e) (2)

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(e) (2)). By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia public benefit as supplemented by resolution of the City Council, I am stating the following with respect to my application to the City of Stockbridge.

Reynell Hay  
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

Address of applicant named above

616 297 0219  
Telephone Number

Ologo Wine And Spirit  
Name of business, corporation for whom application is being made.

OCCUPATIONAL TAX CERTIFICATE  
Category of Public Benefit

1. ☒ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
  2. ☐ I am a legal permanent resident of the United States.
  3. ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
- My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one source and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1 (e) (1). A complete list of secure and verifiable documents is on the back of this form.

**REQUIRES VERIFICATION AT SUBMISSION** Which type of secure and verifiable document was provided with this affidavit? DRIVER'S LICENSE

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

#### MUST BE COMPLETED BY NOTARY

1. Reynell Hay (Printed NAME of individual and natural person) representative for: Ologo Wine And Spirit (Name of Business, corporation, partnership, etc.)

[Signature]  
Signature of Applicant

5/21/24  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21 DAY OF May, 2024

Executed in Stockbridge (City), GA (State)

[Signature]  
NOTARY PUBLIC Signature

3 21 27  
My Commission Expires





LEDA

Georgia

Donor Drive

DL NO

CLASS

REYNELL

HAY

DOB

EXP

12/25/2026

NEWBY

Restrictions

12/27/2017

End NONE

Sex

Eyes

Hgt

Wgt

5'-08"

280 lb

DL

DRIVER'S LICENSE

DL

12/25/2026

12/27/2017

5'-08"

280 lb



USA

**HAY**  
Given Names / Prénoms / Nombres  
**REYNELL D**  
Nationality / Nationalité / Nacionalidad  
**UNITED STATES OF AMERICA**  
Date of birth / Date de naissance / Fecha de nacimiento

NEW YORK, U.S.A.

24 Jun 2021  
Date of expiration / Date d'expiration / Fecha de expiración

23 Jun 2031  
Endorsements / Maritime Subsector

SEE PAGE 27

For Sale / Sealed  
M  
Only / Autorité / Autoridad  
United States  
Department of State

[illegible]

Wealth Management  
990 S.W. 1st Ave. 6th Fl.  
Suite 600  
Fort Lauderdale, FL 33301

Phone: 313 285 2600  
Fax: 313 285 4866

## Morgan Stanley

May 23, 2024

CITY OF STOCKBRIDGE  
4640 N. HENRY BLVD  
STOCKBRIDGE, GA 30281

Re: REYNELL HAY

To Whom It May Concern:

Please be advised that REYNELL HAY (the "Client") maintains the following brokerage accounts (the "Accounts") at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains assets, including cash and marketable securities, valued, as of the close of business on May 22, 2024, in excess of \$2,400,000.

| <u>A/C Number</u>   | <u>A/C Title</u> |
|---------------------|------------------|
| MSL FBO REYNELL HAY |                  |
| MSL FBO REYNELL HAY |                  |

We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's Accounts. The Client has the ability to withdraw assets from the Account(s) at any time.

Accounts \_\_\_\_\_ and \_\_\_\_\_ are currently being used to collateralize a Liquidity Access Line ("LAL") line of credit issued by Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association. Notwithstanding any other representations in this letter, assets required to maintain the LAL cannot be withdrawn unless Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association agrees to release excess collateral or the LAL is paid off. This letter does not create a security interest or convey collateral rights to any party.

Thank you for your time and consideration in this matter.

Sincerely,

*Marie Goldschmidt*

Marie Goldschmidt  
Risk Officer

cc: REYNELL HAY

Wealth Management  
9665 Wilshire Blvd.  
Suite 600  
Beverly Hills, CA 90212

Phone: 310.285.2600  
Cell: 310.800.6694

**Morgan Stanley**

**May 23, 2024**

**CITY OF STOCKBRIDGE  
4640 N. HENRY BLVD  
STOCKBRIDGE, GA 30281**

**Re: Shafer Smith**

**To Whom It May Concern:**

**Please be advised that Shafer Smith (the "Client") maintains the following brokerage accounts (the "Accounts") at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains assets, including cash and marketable securities, valued, as of the close of business on May 22, 2024, in excess of \$2,500,000.**

| <b><u>A/C Number</u></b> | <b><u>A/C Title</u></b>     |
|--------------------------|-----------------------------|
|                          | <b>MSL FBO SHAFER SMITH</b> |
|                          | <b>MSL FBO SHAFER SMITH</b> |

**We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's Accounts. The Client has the ability to withdraw assets from the Account(s) at any time.**

**ind currently being used to collateralize a Liquidity Access Line ("LAL") line of credit issued by Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association. Notwithstanding any other representations in this letter, assets required to maintain the LAL cannot be withdrawn unless Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association agrees to release excess collateral or the LAL is paid off. This letter does not create a security interest or convey collateral rights to any party.**

**Thank you for your time and consideration in this matter.**

Sincerely,

*Marie Goldschmidt*

Marie Goldschmidt  
Risk Officer

cc: SHAFER SMITH



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## LOTTERY APPLICATION TRACKING SHEET

Date Received: 5/28/24 Application No.: 6

Applicant Name: Reynell Hay

Proposed business and name: Ologo Wine and Spirit  
110 Rock Quarry

### CHECKLIST:

- ✓ Complete Application and Documents: \_\_\_\_\_ or Missing: \_\_\_\_\_
- ✓ \$750 Non-Refundable Application Fee: \_\_\_\_\_ Date Processed: 5/28
- ✓ Fieldprint Background Check Information Received: \_\_\_\_\_
- ✓ Notarized Financial Statement Received: \_\_\_\_\_
- ✓ Copy of Government Issued ID Received: \_\_\_\_\_
- ✓ Emailed applicant receipt/CC approval code/lottery process timeline: 5/31
- ✓ Redacted Copy of Application Sent to <sup>Ryan</sup>~~City Clerk~~ on: (date) 5/31

Any Notes:

|  |
|--|
|  |
|--|





4640 North Henry Boulevard Stockbridge,  
City of Stockbridge  
Community Development Department

June 28, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification on this process was necessary.

Upon consultation with our leadership and review from the City Attorney, it has been determined that all applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, any alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. Please ensure your application is updated accordingly to avoid disqualification.

**This information must be submitted no later than July 19, 2024, at 5:00 PM EST.**

Please note that this requirement applies exclusively to current applicants. If you wish to withdraw your application, kindly inform us accordingly before the specified deadline. The lottery drawing will take place on July 30, 2024, at 6:00PM EST in the council chambers.

For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

Thank you for your prompt attention to this matter. We anticipate receiving your updated information within the designated timeframe.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Stockbridge</b><br>Where Community Connects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 4640 North Henry Boulevard Stockbridge,<br>City of Stockbridge<br>Community Development Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| June 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Reynell Hay<br>1013 Legacy Hills Drive<br>McDonough, GA 30253                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| RE: Alcohol Lottery Application Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Dear City of Stockbridge 2024 Alcohol Lottery Applicant,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification on this process was necessary.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| Upon consultation with our leadership and review from the City Attorney, it has been determined that all applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, any alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. <u>Please ensure your application is updated accordingly to avoid disqualification.</u> |  |
| <b>This information must be submitted no later than July 19, 2024, at 5:00 PM EST.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Please note that this requirement applies exclusively to current applicants. If you wish to withdraw your application, kindly inform us accordingly before the specified deadline. The lottery drawing will take place on July 30, 2024, at 6:00PM EST in the council chambers.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or <a href="mailto:OT@cityofstockbridge-ga.gov">OT@cityofstockbridge-ga.gov</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Thank you for your prompt attention to this matter. We anticipate receiving your updated information within the designated timeframe.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Best regards,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <i>Uneeda Smith-Sellers</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Uneeda Smith-Sellers<br>Business Services Supervisor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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1. Article Addressed to:

Reynell Hay  
1013 Legacy Hills Dr.  
McDonough, GA 30253



9590 9402 3624 7305 7808 21

2. Article Number (Transfer from service label)

7017 3040 0000 9507 0276

PS Form 3811, July 2015 PSN 7530-02-000-9053

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☒ Agent  
☐ Addressee

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- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



4640 North Henry Boulevard Stock

City of Stockbridge  
Community Development I

July 17, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. Upon further review, City Staff has removed the requirement for all applicants to have a formal letter of intent to purchase land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road.

The lottery drawing will take place on **July 30, 2024, at 6:00 PM** in the council chambers. The City Council on that date **will only** determine the two lottery winners and two alternates (1<sup>st</sup> and 2<sup>nd</sup>). The winners of the lottery will have 120 days to secure a location, submit a completed application with the Community Development Department for a special land use permit, and complete any other requirements or negotiations with the City. If the winner fails to do so they will forfeit the license and the 1<sup>st</sup> alternate will take their place and then they will have 120 days. If they fail to do so the 2<sup>nd</sup> alternate will assume the license. The target areas for the liquor license will remain the same.

The following requirements for the drawing will be as following:

- Any applications that have the same address will be placed in the lottery as one application.
- Any applications that have familial ties will be placed in the lottery as one application.

The above requirements allow for the fairness of the alcohol lottery in the City of Stockbridge.

For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

Thank you for your prompt attention to this matter. We are sorry for any inconvenience.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor

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Reynel Hay  
1613 Legacy Hills Dr  
McDonough GA 30253



9590 9402 8608 3244 5856 23

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9589 0710 5270 1524 8410 53

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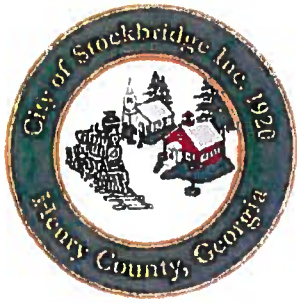
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☒ Addressee  
 B. Received by (Printed Name) C. Date of Delivery

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# City of Stockbridge

4645 North Henry Blvd. • Stockbridge, GA 30281

City Hall: (770) 389-7900 • Fax: (770) 389-7912

September 11, 2024

Reynell Hayi  
1013 Legacy Hills Drive  
McDonough, GA 30253

**RE: Denial of Alcohol License Application**

Dear Mr. Hayi:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the "City") in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business no longer needed to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City's Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application's denial is based on the failure to provide all the required information and documentation as requested in the application, including but not limited to, the following:

1. A description of the business operation, its location, and facilities.
2. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business.
3. Named location is neither in the City nor properly zoned for the retail sale of alcohol by the package.
4. Did not provide all the required information requested in the application; and/or
5. The application was not submitted prior to June 7, 2024.

Pursuant to the City's Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

Ryan Anderson  
Director, Community Development

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD TO THE RIGHT

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1. Article Addressed to:

Reynell Hay  
1013 Legacy Hills Dr  
McDonough GA 30253



9590 9402 8608 3244 5855 62

2. Article Number (Transfer from service label)

9589 0710 5270 1524 8414 42

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



4640 North Henry Blvd  
Stockbridge, GA 30281

September 5, 2025

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

**RE: Denial of Alcohol License Application**

To Reynell Hay:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the “City”) in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business did not have to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City’s Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City’s Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application was denied for failure to provide all of the required information and documentation as requested in the application, including but not limited to, the following:

- (1) a description of the business operation, its location and facilities;
- (2) blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
- (3) named location is neither in the City nor properly zoned for the retail sale of alcohol by the package;
- (4) did not provide all of the required information requested in the application; and/or
- (5) the application was not submitted prior to June 7, 2024.

Pursuant to the City’s Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

Ryan Anderson

Director, Community Development Department

Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
John P. Webb, PC  
William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldroup  
Andrew J. Gebhardt  
R. Brian Strickland  
Elizabeth P. O'Neal  
Megan Murren Rittle (GA & AL)  
Lajuana C. Ransaw  
Warren M. Tillery  
Orion G. Webb



SMITH WELCH  
WEBB & WHITE<sup>LLC</sup>

ATTORNEYS AT LAW

TRUSTED SERVICE FOR A LIFETIME

Grant E. McBride  
Bianca K. Davis  
Miranda N. Hanley  
Brandon F. Palmer

-----  
ASSOCIATES

M. Chase Collum  
Brooke A. White  
Christopher T. Webb  
Susana Gude-Rodriguez  
Richard A. McCall  
Amber D. Porter

-----  
OF COUNSEL

Amy M. Fletcher

2200 KEYS FERRY COURT • MCDONOUGH, GA 30253  
Telephone: 770-957-3937 • Facsimile: 770-957-9165  
www.smithwelchlaw.com

December 18, 2024

VIA E-MAIL TO QUITON@WLGA.COM, FOLLOWED BY U.S. MAIL

Quinton Washington  
Washington Legal Group  
260 Peachtree Street NW  
Suite 1600  
Atlanta, GA

**RE: City of Stockbridge's Alcohol License Applications and Lottery**

Dear Mr. Washington:

My name is Susana Gude-Rodriguez. Andy Welch and I represent Reynell Hay, one of the applicants for the City of Stockbridge's alcohol license. Andy has asked me to look into the City's alcohol license applications and analyze their validity. I obtained the applications online and the following analysis is based on these records. So that I can confirm my analysis, I am requesting a copy of the applications and various corresponding documents. Enclosed, please find a copy of the Open Records Request that I sent to Ms. Vanessa Holiday concurrently with this letter.

As you know, the City of Stockbridge's ordinance provides that any person desiring to operate in the city as a manufacturer or dealer of alcoholic beverages shall apply for and obtain a license from the city prior to commencing operations. *See* Section 9.04.040. No alcoholic beverages shall be stored, delivered, sold, or manufactured in the City except under a license issued by the City; if a license is issued, the licensee must conform to the specific beverages and manner of sale provided in the license. *Id.*

Pursuant to the Ordinance, the application itself must contain, notarized under oath, the following information and additional documents:

1. Name and address of each applicant and each person who would have an interest in the license, however including only those stockholders owning ten percent (10%) or more of the corporation's stock and all members of the LLC;
2. Name and address for the past ten (10) years of each individual licensee, including registered agent where necessary;



3. The name, address and date of birth of each employee working at the business location;
4. Description of the business operation, its location and facilities;
5. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
6. Survey indicating the location of the business and the distance to the nearest school, church, alcoholic treatment center; and closest distilled spirits retail dealer;
7. The license fee required by this chapter, in the form of cash or a bank-certified check;
8. The nonrefundable investigative fee, in the form of cash or a bank-certified check;
9. Financial statements for each person identified in Section 9.04.170; and
10. Such other information and documents as may be required by the license department.

(See Section 9.04.180).

If the applicant wishes to operate a commercial business – here, this is the case for all applicants – the City of Stockbridge requires the submission of a Commercial Occupational Packet. This packet has its own document requirements, outlined as follows:

1. Occupational Tax Application
2. SAVE Public Benefits and Private Employer Affidavit Verifying Status
3. Current Government Issued Photo Identification (i.e., Copy of Driver's License/Passport)
4. Signed copy of Lease or Ownership Documentation
5. State/Federal Professional License, if applicable (i.e., Medicinal, Massage Therapy, Cosmetology, etc.)
6. Certificates & Articles of Incorporation (Documents from the Secretary of State for Corporations, Incorporations, Partnerships & Limited Liability Companies)
7. Floor Plan
8. Square Footage of Location

An alcohol license application may be denied on various grounds. An applicant that is denied a license shall be provided notice in writing of the denial with a list of the reason(s) for denial. (See Section 9.04.220). If the application contains any untrue or

misleading information, or material omission, this shall be cause sufficient for denial. (See Section 9.04.210). Further, an application may be denied on the following grounds:

1. Failure to meet state requirements for state license.
2. Failure to pay required fees and taxes.
3. Failure to provide required information and documentation.
4. False information in the application or supporting documents.
5. Failure to pass background checks conducted by law enforcement.
6. Improper residency of the applicant, owner, or agents.
7. Prior convictions as described in this chapter.
8. Failure to meet any other requirement outlined in Chapter 9.04 of Stockbridge's Ordinance.

(See Section 9.04.220).

An analysis of the twelve applications submitted for the alcohol license yielded a conclusion that *all* of the applicants were incomplete or non-compliant. Applicant No. 1 (Girishkumar Patel) and Applicant No. 5 (Niral Patel) will be used as examples:

*Applicant No. 1 – Girishkumar Patel:*

As part of his application, Girishkumar did not include (1) a scale drawing of the building or proposed building as situated on the proposed lot, and (2) proposed parking available to the building, as required by the City's ordinance. However, on the face of the application form, the applicant is not required to submit a scale drawing of the building or the proposed parking available until the applicant is chosen for the license. Therefore, Girishkumar's application would be considered incomplete per the strict reading of the ordinance, but not so under the application form rules.

Nonetheless, Girishkumar's application was supposed to include a survey indicating the location of the business and the distance to nearest landmarks, and he did not do so, meaning it is incomplete.

According to the Commercial Occupational Packet, Girishkumar's application was also supposed to include a signed copy of lease or ownership documentation, a floor plan, and the square footage of the location. He did not include any of these items, so by that logic, his application would be considered incomplete by this point, as well.

*Applicant No. 5 – Niral Patel:*

As part of his application, Niral did not include (1) a scale drawing of the building or proposed building as situated on the proposed lot, and (2) proposed parking available to the building, as required by the City's ordinance. Further, Niral's application was supposed

to include a survey indicating the location of the business and the distance to nearest landmarks, and he did not do so, meaning it is incomplete. The application was also supposed to include a description of the business operation, its location, and facilities, and it did not do so; it simply states that the business address will be "Parcel ID 071-01025022."

Niral neglected to complete the Commercial Occupation Packet. While Niral compiled some of the documents required by the Packet, he was also supposed to include a signed copy of lease or ownership documentation, a floor plan, and the square footage of the location. He did not include any of these items, so by that logic, his application would be considered incomplete by this point, as well.

Overall, this noncompliance is echoed across all applications. Though most applications were marked "complete" by the City's licensing department, all applications contain material defects such as unnotarized financial statements, missing Commercial Occupational Packet, and *any* proof of ownership of the proposed location on which the applicants sought to operate their alcohol business. Ultimately, none of the applicants provided sufficient information or correct documentation to be granted an alcohol license under the City's ordinance.

Indeed, it is clear that none of the applicants owned the property on which they wished to operate their alcohol business. It is my understanding that the applicants were told by an unknown employee of the City that they did not have to own the property; this advice, however, cannot be relied upon. The Georgia Supreme Court has held that an employee of the City cannot exempt people from requirements outlined in the ordinance or amend the ordinance itself. *Corey Outdoor Advert., Inc. v. Bd. of Zoning Adjustments of City of Atlanta*, 254 Ga. 221, 224, 327 S.E.2d 178, 182 (1985). Therefore, the applicants here could not be estopped by the acts of any employee acting in the exercise of unconferrred powers. OCGA § 45-6-5; *City of Atlanta v. Bull*, 161 Ga.App. 648, 288 S.E.2d 335 (1982), applying this rule to city officials; *City of Columbus v. Richardson*, 155 Ga.App. 573, 271 S.E.2d 706 (1980); *P.C. Gailey Contractors, Inc. v. Exxon Co., U.S.A.*, 143 Ga.App. 827, 240 S.E.2d 208 (1977).

Telling the applicants they did not have to own the property on which they applied to operate their business is in contravention with the City's ordinance which requires the applicant to submit proof of ownership. Nonetheless, the applicants could not have detrimentally relied on the assertions of a City employee that is contrary to the ordinance, as no estoppel exists. *Corey Outdoor Advert.*, 254 Ga. at 224. Stated differently, since the City employee could not have changed the requirements of the alcohol-license-application process, the applicants are not excused from abiding by the ordinance requirements. Consequently, approval by the City of any of the twelve licenses would be in direct violation of the City's own ordinance.

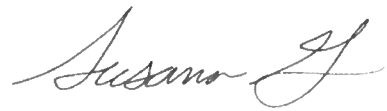
Ultimately, it is our position that all of the applications are void and, therefore, any licensing approval that the City may have rendered is void, as well. That being said, as of the date of this letter, my client, Reynell Hay, has not received any notice in writing of the denial of his application. If the decision has been made, please notify us in writing as outlined in your ordinance.

We wish to inform you that, if the Council does not rescind their approval of Girishkumar's application and reopen the lottery, we will be forced to file suit seeking

Mr. Quinton Washington  
December 18, 2024  
Page 5

declaratory, injunctive, and mandamus relief. Thank you for your time in reviewing this correspondence. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susana G", written in dark ink.

Susana Gude-Rodriguez

Enclosures

Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
John P. Webb, PC  
William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldroup  
Andrew J. Gebhardt  
R. Brian Strickland  
Elizabeth P. O'Neal  
Megan Murren Rittle (GA & AL)  
Lajuana C. Ransaw  
Warren M. Tillery  
Orion G. Webb



## SMITH WELCH WEBB & WHITE<sub>LLC</sub>

ATTORNEYS AT LAW

TRUSTED SERVICE FOR A LIFETIME

2200 KEYS FERRY COURT • MCDONOUGH, GA 30253  
Telephone: 770-957-3937 • Facsimile: 770-957-0115  
[www.smithwelchlaw.com](http://www.smithwelchlaw.com)

Grant E. McBride  
Bianca K. Davis  
Miranda N. Hanley  
Brandon F. Palmer  
M. Chase Collum  
Brooke A. White

### ASSOCIATES

Christopher T. Webb  
Susana Gude-Rodriguez  
Richard A. McCall  
Amber D. Porter  
Morgan R. Thomas  
Billy D. Thomas, Jr.  
Jacob S. Barlar  
Priyesh Patel

### OF COUNSEL

Amy M. Fletcher

September 15, 2025

**VIA CERTIFIED MAIL;  
FOLLOWED BY FIRST CLASS MAIL**

Mayor Anthony S. Ford  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

**VIA E-MAIL:**

[asford@stockbridgega.org](mailto:asford@stockbridgega.org)

**RE:** Formal Notice of Appeal Pursuant to the City of Stockbridge's Code of Ordinances, Appealing the City of Stockbridge's Denial of Reynell Hay's Alcohol License Application

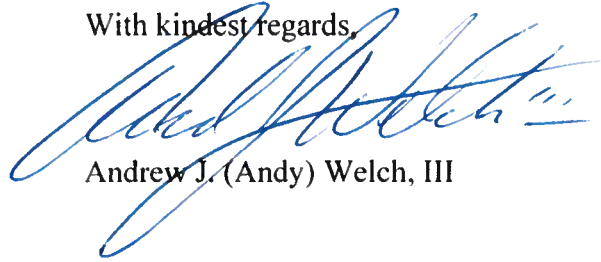
Dear Mayor Ford:

I represent Reynell Hay ("Appellant"). Appellant submitted an application for an alcohol license to the City of Stockbridge in May 2024. I am writing to formally appeal the City of Stockbridge's September 5, 2025 denial letter (enclosed herewith) of Reynell Hay's application for an alcohol license, pursuant to the City of Stockbridge's Code of Ordinances, due to the City's numerous violations and failure to abide by the City's Code of Ordinances. These violations and failures of due process are more fully set forth in the enclosed letter submitted to the City's attorney on December 18, 2024. The December 18, 2024 letter is incorporated into this appeal.

Regarding the City's reasons for denial of Appellant's application listed in the September 5, 2025 letter, Appellant contends he was told by a staff member of the City of Stockbridge that Appellant was not required to list the business location at the time of application, so no plans or drawings for a location were submitted either. Appellant also submitted a timely application before June 7, 2024. The lottery application tracking sheet provided to Appellant through an open records request shows that Appellant's application was received by the City on May 28, 2024. A copy of Appellant's application is enclosed as well.

Please submit this notice of appeal and enclosed documents to the Stockbridge City Council. Should you have any questions, please do not hesitate to contact me at [awelch@smithwelchlaw.com](mailto:awelch@smithwelchlaw.com) or 770-957-3937.

With kindest regards,



Andrew J. (Andy) Welch, III

AJWIII/hp

Enclosures

cc. City Clerk (via e-mail): [vholiday@stockbridgega.org](mailto:vholiday@stockbridgega.org)

City Attorney (via e-mail): [quinton@wlga.com](mailto:quinton@wlga.com) and [vross@lawtrg.com](mailto:vross@lawtrg.com)



**Where Community Connects**

**Appeal Case#  
AP 2025-02**

City of Stockbridge  
Community Development Department  
Planning & Zoning  
City Council Meeting October 13, 2025

# Submittal of Appeal Application

## Appellant information

Date: September 15, 2025

Applicant: Reynell Hay

Agent: Smith, Welch, Webb & White

Letter of Appeal: Submitted by Smith, Welch, Webb & White

## Appeal Letter



September 15, 2025

**VIA CERTIFIED MAIL:  
FOLLOWED BY FIRST CLASS MAIL**  
Mayor Anthony S. Ford  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

**VIA E-MAIL:**  
[asford@stockbridgega.org](mailto:asford@stockbridgega.org)

**RE:** Formal Notice of Appeal Pursuant to the City of Stockbridge's Code of Ordinances, Appealing the City of Stockbridge's Denial of Reynell Hay's Alcohol License Application

Dear Mayor Ford:

I represent Reynell Hay ("Appellant"). Appellant submitted an application for an alcohol license to the City of Stockbridge in May 2024. I am writing to formally appeal the City of Stockbridge's September 5, 2025 denial letter (enclosed herewith) of Reynell Hay's application for an alcohol license, pursuant to the City of Stockbridge's Code of Ordinances, due to the City's numerous violations and failure to abide by the City's Code of Ordinances. These violations and failures of due process are more fully set forth in the enclosed letter submitted to the City's attorney on December 18, 2024. The December 18, 2024 letter is incorporated into this appeal.

Regarding the City's reasons for denial of Appellant's application listed in the September 5, 2025 letter, Appellant contends he was told by a staff member of the City of Stockbridge that Appellant was not required to list the business location at the time of application, so no plans or drawings for a location were submitted either. Appellant also submitted a timely application before June 7, 2024. The lottery application tracking sheet provided to Appellant through an open records request shows that Appellant's application was received by the City on May 28, 2024. A copy of Appellant's application is enclosed as well.

Please submit this notice of appeal and enclosed documents to the Stockbridge City Council. Should you have any questions, please do not hesitate to contact me at [awelch@smithwelchlaw.com](mailto:awelch@smithwelchlaw.com) or 770-957-3937.

With kindest regards,

  
Andrew J. (Andy) Welch, III

AJWIII/hp  
Enclosures  
cc.

City Clerk (via e-mail): [sholiday@stockbridgega.org](mailto:sholiday@stockbridgega.org)  
City Attorney (via e-mail): [quinton@wlwga.com](mailto:quinton@wlwga.com) and [yross@lawtrg.com](mailto:yross@lawtrg.com)



# Purpose of the Appeal Application

Reynell Hay was one of fourteen applicants for a lottery for an alcohol license in the City of Stockbridge.

City Staff evaluated Reynell Hay's lottery application for an alcohol license and deemed the application to be incomplete.

City staff sent a denial letter, via certified mail, to Mr. Hay, on September 5, 2024.

Reynell Hay claimed to have never received it and requested a copy of the denial.

City Staff provided an updated denial letter dated September 15, 2025

Law firm Smith, Welch, Webb, & White (agent) submitted an appeal letter to the City of Stockbridge on the behalf of alcohol license lottery applicant, Reynell Hay on September 15, 2025

# Alcohol License Application Requirements

## Application Lottery Requirements

**Section 9.04.130** of the Municipal Code of Ordinances authorized the issuance of two additional retail package stores due to the City's population increase from the 2022 annexation.

A period of forty-five (45) days was allowed for the City to receive applications.

The application forms are located on the City's website, and

the application fee is \$750.00.

The retail package stores were to be located on either Rock Quarry Road or Jodeco Road.

## Application Contents

**Section 9.04.180:** The application shall be submitted utilizing the city application form and shall contain, under oath, the following information, and additional documents:

- Name and address of each applicant and each person who would have an interest in the license, however including only those stockholders owning ten percent (10%) or more of the corporation's stock and all members of the LLC;
- Name and address for the past ten (10) years of each individual licensee, including registered agent where necessary;
- The name, address, and date of birth of each employee working at the business location;
- Description of the business operation, its location, and facilities;
- Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
- Survey indicating the location of the business and the distance to the nearest school, church, alcoholic treatment center; and closest distilled spirits retail dealer;
- The license fee required by this chapter, in the form of cash or a bank-certified check;
- The non-refundable investigative fee, in the form of cash or a bank-certified check;
- Financial statements for each person identified in Section 9.04.170; and such other information and documents as may be required by the license department.

# Alcohol License Application Requirements

- A property for a retail package store must be located in one of five approved areas, per **Section 9.04.090** of the Stockbridge Municipal Code. Those areas are shown on a City map, dated 2/24/24, entitled “Proposed Liquor Store Areas” which also shows the locations of four liquor stores as of that date. The approved locations for new liquor stores were later limited to Rock Quarry Road or Jodeco Road. Reynell Hay’s proposed property location was at 110 Rock Quarry Road (Parcel #S33-01011002).
- **Section 9.04.130(B)** lists four retail package store requirements. These include
  - a minimum store size of at least 6,000 square feet,
  - permissibility to locate within a mixed-use development,
  - approval of a special use permit by the Stockbridge City Council, and
  - compliance with the provisions of the Stockbridge Unified Development Code (UDC).



# Alcohol License Application Requirements

## Section 9.04.210 of the Stockbridge Municode

Identifies possible reasons for the denial of an alcohol license lottery application. Section 9.04.210(A) states that a **“material omission left out of an original or renewal application for an alcoholic beverage license shall be cause sufficient for the denial thereof.”** Section 9.04.210(C) further explains that if a license is issued on the basis of omitted material information, which would be cause for the revocation of the license.

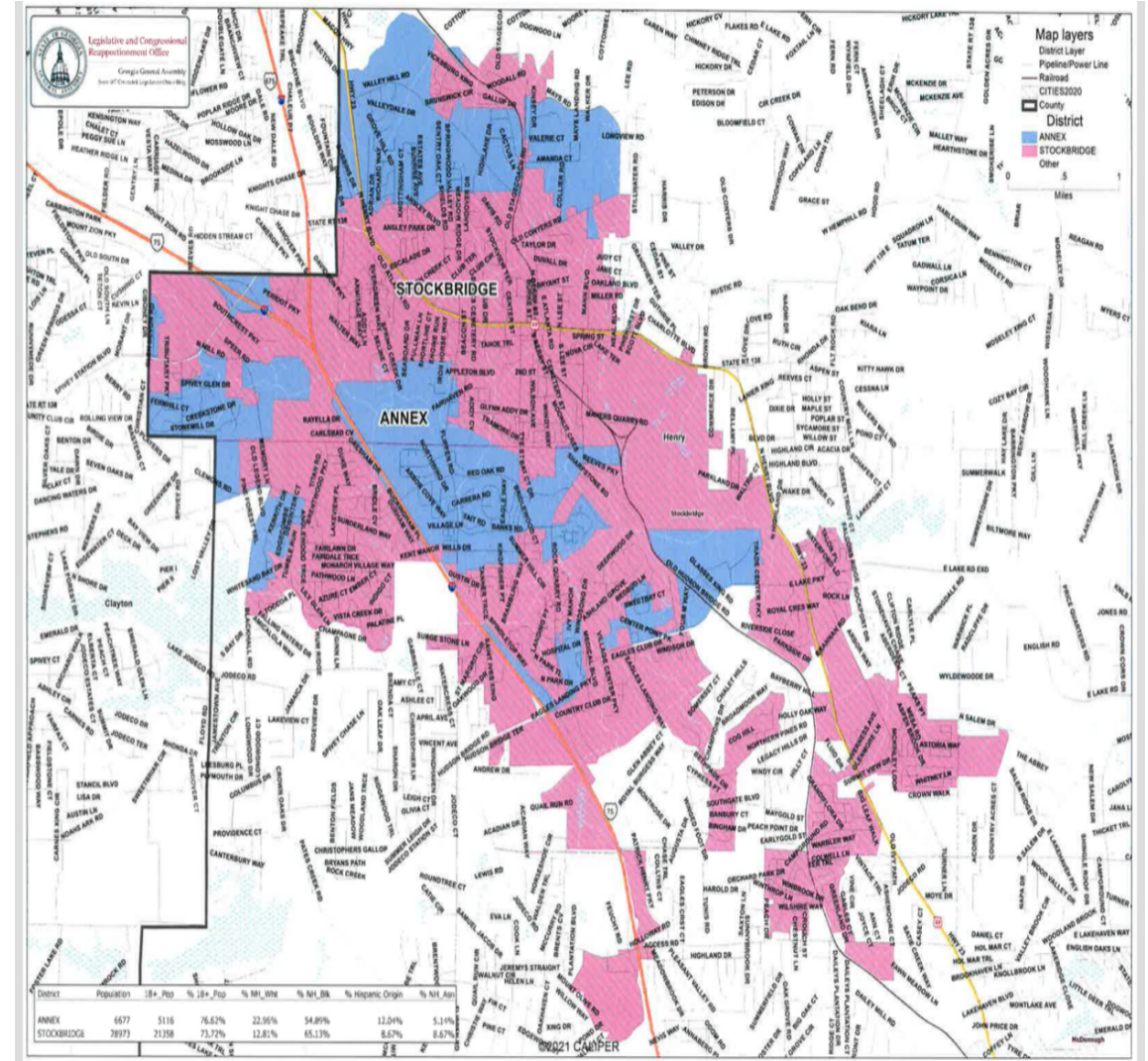
## 9.04.210 - Misleading, omitted, or obsolete information—Report—Penalties.

- A. **Any untrue or misleading information contained in or material omission left out of an original or renewal application for an alcoholic beverage license shall be cause sufficient for the denial thereof.**
- B. Any information which changes or otherwise becomes obsolete shall be reported immediately.
- C. When any license is issued on the basis of an application containing misleading or untrue information or omitted or unreported changed material information, such circumstances shall be cause for revocation of same.
- D. In the event a licensee receives notice of violation of any federal or state law or administrative regulation, such licensee shall, within ten (10) days of receipt of such notice, provide a copy of the notice to the city by certified mail. The licensee shall keep the city informed as to the progress of the matter for which notice of violation was issued and shall promptly communicate the outcome of all proceedings to the



# Origin of the Lottery Application Process for Alcohol Licenses

- In November of 2022, a citywide annexation referendum was passed and approved, increasing the City's population by approximately 7,000.
- As a result of the substantial population increase, the City became eligible for two additional alcohol licenses.
- **Section 9.04.040** of the Stockbridge Municipal Code of Ordinances requires all manufacturers and dealers of alcoholic beverages to obtain an alcohol business license from the City of Stockbridge before commencing operations.
- **Section 9.04.130** further limits the number of alcohol licenses to be issued within the City Limits, based on the City's population.
- As of February 27, 2024, four liquor stores were located in the City of Stockbridge



# Origin of the Lottery Application Process for Alcohol Licenses

- **February 27, 2024 City Council Work Session:** An ordinance was considered to allow additional licenses and locations in the City for several types of businesses, including dealers in distilled spirits, by clarifying the number of licenses available and providing a process for allowing additional licenses based on Census data.
- **March 26, 2024 Work Session Meeting:** The discussion of the ordinance continued and the ordinance was adopted with the following requirements for retail package stores: the minimum store size would be 6,000 square feet; retail package stores would be allowed in mixed-used developments; applicants must file a Special Use Permit and receive approval of the City Council; and all requirements of the Unified Development Code (UDC) had to be met.
- These requirements have been incorporated into **Section 9.04.130(B)** of the Stockbridge Municode.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STOCKBRIDGE, GEORGIA RELATING TO DEALERS IN DISTILLED SPIRITS SO AS TO CLARIFY THE NUMBER OF LICENSES AVAILABLE TO PROVIDE A PROCESS FOR ALLOWING ADDITIONAL LICENSES BASED UPON CENSUS DATA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**SECTION 1. Ordinance.** That Title 9, Chapter 04, section 090 (A) of the current Stockbridge Code be deleted, and a new Title 9, Chapter 04, section 090 (A) be added to the Code of Ordinances, City of Stockbridge, Georgia, so as to read as follows:

9.04.090 – Premises – Additional restrictions for distilled spirits retail licenses.

A. No retail license for the sale of distilled spirits shall be issued unless the location is located within five hundred (500) feet of the streets or roads designated in the following five (5) areas and has direct access onto such streets or roads:

Area 1: Those portions of Mount Zion Parkway' and Highway 138 lying west of I-75;

Area 2: Those portions of Highway 138 and North Henry Boulevard lying east of I-75;

Area 3: Those portions of Eagles Landing Parkway/Hudson Bridge Road from their intersection with west right-of-way line of Highway 42 to the west city limits line.

Area 4: Those portions of Rock Quarry Road lying east of I-75;

Area 5: Those portions of Jodeco Road that are at least the distance restrictions of a church and/or school buildings.

**SECTION 2. Repeal.** The existing Title 9, Chapter 04, Section 090 (A) is hereby repealed. From the Code of Ordinances, city of Stockbridge, Georgia. All ordinances in conflict with this Ordinance are repealed, except as otherwise provided herein.

**SECTION 3. Intention of the Governing Body.** It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall be come and be made a part of the Code of Ordinances, City of Stockbridge, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

**SECTION 4. Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to enact this Ordinance.

1

**SECTION 5. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

**SECTION 6. Authority to Amend** The City Attorney is granted authority to amend or correct this Ordinance, with the express consent of the City Council, to reflect the intent of the Council and ensure compliance with applicable laws.

**SECTION 7. Effective Date.** This ordinance becomes effective immediately upon adoption and recording by the City Clerk.

SO ORDAINED this 30th day of July, 2024.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney



# Implementation of the Alcohol License Lottery Process

- The City of Stockbridge's alcohol license lottery process began on April 6, 2024, via public notice, as a method for awarding two additional alcohol licenses to eligible lottery applicants.
- A public lottery was authorized to determine the applicants for an alcohol license and an occupational tax certificate. The application period ended on Friday, June 7, 2024, and there were fourteen (14) total applicants.

## Public Notice City of Stockbridge

Notice is hereby given as required by Section 9.04.130 of the Code of Ordinances, City of Stockbridge, Georgia, authorizing issuance of two additional retail package stores within a period of forty-five (45) days to receive applications.

Applications for the retail package stores will be located on the City's website at [www.stockbridgega.org](http://www.stockbridgega.org).

### LOCATION Rock Quarry Rd or Jodeco Rd

PROCEDURES  
The City of Stockbridge will have a public lottery to determine the applicants for an alcohol license and occupational tax certificate. Applications for liquor store licenses are now being taken. The application period will end on Friday, June 7, 2024, and afterwards no applications can be submitted. If the number of applicants eligible for further processing exceeds the number of open slots that are available, then each applicant's application for an alcohol license and occupational tax certificate shall be considered based on a public lottery drawing. The city clerk shall place on the agenda for the next regular session of the city council an agenda item for a public lottery drawing pertaining to retail package store, and listing the names of all applicants that are eligible for the public lottery drawing.

Prior to said next regular session, the city treasurer shall prepare separate strips of paper of equal dimensions upon which the names of each applicant seeking a certificate of compliance is typed. Each strip of paper shall then be folded twice in the same manner for each strip of paper, and then placed into an opaque container from which the drawing shall be made. At the appropriate time at the next regular city council meeting, the city mayor, or the mayor's designee, shall draw from the opaque container without viewing the inside of the container a number of the strips of paper containing the typewritten names of the applicants that are equal to the number of open alcohol licenses that are available. Those applicants selected by public lottery shall then be the applicants accepted for consideration of the applicant's application for an alcohol license with the same number of alternates by the city council. Upon the conclusion of the public lottery drawing, each applicant selected during the public lottery drawing shall have their lot application immediately considered at the same session as the public lottery drawing. The city council by separate resolution for each selected applicant location, which shall require a majority vote for approval.

The date of the lottery for determining the accepted applicants for a liquor store will be on June 10, 2024 during the City of Stockbridge's City Council Meeting.

ALLOCATED TIME  
Any applicant who has been approved for an alcohol license by the city council who does not then make application for a retail package store license from the City of Stockbridge

within one hundred twenty (120) calendar days of the date of approval of the resolution may have their approved repealed by a separate resolution of the city council.

BACKGROUND CHECK INFORMATION  
All applicants that timely submitted a properly and fully completed application and who have passed the criminal background check shall then be eligible for further processing.

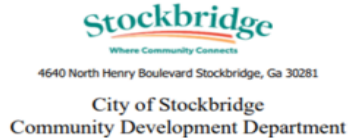
Lakeisha Gaines  
Interim City Treasurer – City of Stockbridge

Ryan Anderson  
Community Development Director – City of Stockbridge

Uneeda Smith-Sellers  
Business Services Supervisor – City of Stockbridge

# Implementation of the Alcohol License Lottery Process

**Addendum No. 1** was issued on April 17, 2024. It advised applicants that certain application requirements regarding the location of the business no longer needed to be addressed.



## ADDENDUM NO. 1

Re: APPLICATION (Lottery Application ONLY)

### ATTENTION ALL POTENTIAL APPLICANTS:

☒ **READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**  
This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

### TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

### ALCOHOL APPLICANTS ONLY:

Questions number 14, 15, 16, 17, 23, 24, and 25 are to be removed from the application and do not need to be completed by the applicant for consideration and entry into the lottery process.

As it pertains to question 23. Ordinance 9.04.090 the locations of the package store will be discussed and determined after the initial lottery process winner is awarded. The discussed location WILL have to be approved by Council at the following next available meeting.

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

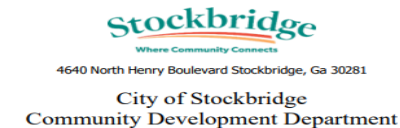
Phone Number(s):

678-833-3302 Uneeda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams

**Addendum No. 2** was issued on May 3, 2024. It superseded and effectively rescinded Addendum No. 1, and it required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.



## ADDENDUM NO. 2

Re: APPLICATION (Lottery Application ONLY)

### ATTENTION ALL POTENTIAL APPLICANTS:

☒ **READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**  
This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

### TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Addendum No. 2 supersedes Addendum No. 1

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

### ALCOHOL APPLICANTS ONLY:

As it pertains to the proposed location of a package store. Please be advised that Stockbridge Ordinance 9.04.180 governs all applications for the additional license to be a retail seller of liquor, beer, and wine in Stockbridge. **Ordinance 9.04.180 requires that all applications contain the identification of a specific address within Stockbridge. A general property description, such as a road name or intersection, is insufficient.**

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

Phone Number(s):

678-833-3302 Uneeda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams



# Implementation of the Alcohol License Lottery Process

- The “update” first letter, dated June 28, 2024, stated as follows:
- *“This communication serves to inform you that we received your application for the city’s alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification of this process was necessary.”*
- *Upon consultation with our leadership and review from the City Attorney, it has been determined that applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, an alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration.*
- *Please ensure your application is updated accordingly to avoid disqualification.*
- *This information must be submitted no later than July 19, 2024, at 5:00 PM EST.”*

**Stockbridge**  
Where Community Connects

4640 North Henry Boulevard Stockbridge, GA 30253  
City of Stockbridge  
Community Development Department

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Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$  
 Insurance \$  
 Total Postage and Fees \$  
 Sent To \$  
 Street and Apt. No., or PO Box No. \$  
 City, State, ZIP+4® \$

PS Form 3811, July 2020 PSN 7530-02-000-9053

ication Update

2024 Alcohol Lottery Applicant,

s to inform you that we received your application for the city's alcohol d deadline. However, following the June 10, 2024, city council l that further clarification on this process was necessary.

r leadership and review from the City Attorney, it has been determined ired to provide responses to questions 14-16 of the application, along nt to purchase or lease land located within Stockbridge city limits on r Jodeco Road. As of today, any alcohol lottery application received with an address on Rock Quarry Road or Jodeco Road does not meet the its are required to amend their application by July 19, 2024, or it will be n. Please ensure your application is updated accordingly to avoid

e submitted no later than July 19, 2024, at 5:00 PM EST.

ement applies exclusively to current applicants. If you wish to , kindly inform us accordingly before the specified deadline. The lace on July 30, 2024, at 6:00PM EST in the council chambers.

cation regarding this request, please feel free to contact us at (678)833- ridge-ga.gov.

it attention to this matter. We anticipate receiving your updated ignated timeframe.

22

ISOR

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Reynell Hayi  
 1013 Legacy Hills Dr  
 McDonough GA 30253

2. Article Number (Transit from service is shown)  
 9589 0710 5270 1524 8414 42

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Insured Mail (over \$500)  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7, 2024

Il Hay  
.egacy Hills Drive  
nough, GA 30253

cohol Lottery Application Update

ity of Stockbridge 2024 Alcohol Lottery Applicant,

ommunication serves to inform you that we received your application for the city's a  
within the stipulated deadline. Upon further review, City Staff has removed the  
ement for all applicants to have a formal letter of intent to purchase land located with  
ridge city limits on either Rock Quarry Road or Jodeco Road.

tery drawing will take place on **July 30, 2024, at 6:00 PM** in the council chambers.  
ouncil on that date **will only** determine the two lottery winners and two alternates (1  
The winners of the lottery will have 120 days to secure a location, submit a complete  
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ete any other requirements or negotiations with the City. If the winner fails to do so  
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Any applications that have the same address will be placed in the lottery as one  
application.  
Any applications that have familial ties will be placed in the lottery as one applicat

bove requirements allow for the fairness of the alcohol lottery in the City of Stockbr

ty inquiries or clarification regarding this request, please feel free to contact us at (678) 441-1524  
or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

you for your prompt attention to this matter. We are sorry for any inconvenience.

egards,

da Smith-Sellers

da Smith-Sellers  
ess Services Supervisor

Stockbridge  
Where Community Connections  
4640 North Henry Boulevard Stockbridge, GA 30253  
City of Stockbridge  
Community Development Department

U.S. Postal Service™  
CERTIFIED MAIL® REC  
Domestic Mail Only  
For delivery information, visit our website  
OFFICIAL

Certified Mail Fee  
\$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$  
Postage  
\$  
Total Postage and Fees  
\$  
Sent to  
Street and Apt. No., or PO Box No.  
City, State, ZIP+4®  
PS Form 3800, January 2023 PSN 7530-02-000-904

# Implementation of the Alcohol License Lottery Process

- The second “update” letter, dated July 17, 2024, stated as follows:
- “This communication serves to inform you that we received your application for the city’s alcohol lottery within the stipulated deadline. Upon further review, City Staff has removed the requirement for all applicants to have a formal letter of intent to purchase land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. The alcohol lottery will take place on July 30, 2024, at 6:00 PM in the council chambers.”
- The City of Stockbridge mailed a second update letter to notify the applicant via certified mail and it was returned.

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.  
■ Print your name and address on the reverse so that we can return the card to you.  
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Reynel Hay  
1013 Legacy Hills Dr  
Mt Donagh  
GA 30253

9590 9402 8608 3244 5856 23

9589 0710 5270 1524 8410 53

PS Form 3811, July 2020 PSN 7530-02-000-9098

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

# Implementation of the Alcohol License Lottery Process

- **June 10, 2024 City Council Meeting:** The names of all applicants were listed on the City Council agenda for the meeting, when a public lottery drawing was to be held. However, The lottery process was tabled until the July 30, 2024, Work Session meeting,
- **July 30, 2024 City Council Work Session:** Only two applications were deemed to be complete. During the meeting two applicants, (Applicant No. 1) and (Applicant No. 5), were selected by City Council.
- The selected applicants were required to undergo criminal background checks and were allotted 120 days to apply for a special use permit, which required City Council approval, before they could be awarded an alcohol license or their approvals could be repealed by City Council.
- **September 5, 2024** the City notified the remaining twelve (12) alcohol license lottery applicants that their applications were deemed to be incomplete, including the application of Reynell Hay, via certified mail
- One applicant did not apply for a special use permit within the required 120-day application period; thus, his alcohol license expired.

# Lottery Application for an Alcohol License by Reynell Hay

- The City of Stockbridge received an alcohol license application by Reynell Hay on June 6, 2024. It stated that the proposed business name was to be “Ologo Wines and Spirit” as a Limited Liability Company (LLC), and that the company was formed on 5/17/24.
- **The business address of 950 Eagles Landing Parkway, Stockbridge, GA, 30281 was listed, which is the address of an UPS store. No post office box number was given, nor did the applicant supply his requested home address (although it was obtained from his driver’s license); Thus making his application incomplete.**
- The application listed Reynell Hay as a “Member Manager” with a member-ownership interest of 50%, with Shaffer Smith also listed as a member-ownership interest of 50%.
- The proposed retail package store was to be located at 110 Rock Quarry Road (Parcel #S33-01011002).
- Mr. Hay signed his application but did not provide a date, although a notary public date of May 21, 2024, was listed. The applicant also submitted a “Certificate of Organization” from the State of Georgia, which stated that Ologo Wine and Spirits LLC was organized under the laws of the State of Georgia on 05/17/2024.



# Lottery Application for an Alcohol License by Reynell Hay

  
Where Community Grows  
City of Stockbridge  
Community Development Department

**APPLICATION**  
(Lottery Application ONLY)

NOTE: USE SEPARATE PAGES AND/OR ATTACHMENTS, AS NECESSARY

1. Type(s) of license applied for:

|                                                            |                                          |
|------------------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Alcohol License        | <input type="checkbox"/> Pawnshop        |
| <input type="checkbox"/> Tire Shop                         | <input type="checkbox"/> Vape Shop       |
| <input type="checkbox"/> Used Car Dealership               | <input type="checkbox"/> Precious Metals |
| <input type="checkbox"/> Used Appliance Shop               |                                          |
| <input type="checkbox"/> Thrift store and Consignment Shop |                                          |

2. Proposed license is a (n):

|                                                       |
|-------------------------------------------------------|
| <input type="checkbox"/> Individual                   |
| <input type="checkbox"/> Partnership                  |
| <input type="checkbox"/> Corporation                  |
| <input checked="" type="checkbox"/> LLC               |
| <input type="checkbox"/> other legal entity (explain) |

3. Applicant information:

Name: Reynell Hay

Title Position: CO-OWNER / Manager

Are you a citizen of the United States? ☒ yes ☐ no

Where were you born? BRUCKLYN N.Y.

Present home address:

County of HENRY Number of years at present address: 4

Contact information: Business phone #: 646-897-0019

Home phone #: \_\_\_\_\_

How long have you been a resident of Georgia? 18 Henry Co? 18

What has been your occupation for the past five (5) years? CEO / owner

9. Limited Liability Company (LLC): If operating as a company, please complete the following:

Company name: 6 Logo Wines and Spirit  
Address: 950 Eagles Landing Pkwy.  
Stockbridge GA 30281

Date of Formation: 5/17/2024 Where Formed (State): GA

Type of LLC (member managed or manager managed): Member Manager

LLC members with an ownership interest: Please list each (attach a separate sheet)

Name: Reynell Hay SS# [REDACTED]

Member - ownership interest ( %): 50%

Address: \_\_\_\_\_

Name: Shaffer Smith SS# [REDACTED]

Member - ownership interest ( %): 50%

Address: \_\_\_\_\_

Name: A SS# \_\_\_\_\_

# Lottery Application for an Alcohol License by Reynell Hay

- After receiving Mr. Hay's alcohol lottery license application, City Staff filled out a Lottery Application Tracking Sheet after Mr. Hay's application was received. The Sheet was marked as "Date Received: 5/28/24; Application No. 6."

## LOTTERY APPLICATION TRACKING SHEET

Date Received: 5/28/24 Application No.: 6

Applicant Name: Reynell Hay

Proposed business and name: Ologo Wine and Spirit  
110 Rock Quarry

### CHECKLIST:

- ✓ Complete Application and Documents: \_\_\_\_\_ or Missing: \_\_\_\_\_
- ✓ \$750 Non-Refundable Application Fee: \_\_\_\_\_ Date Processed: 5/28
- ✓ Fieldprint Background Check Information Received: \_\_\_\_\_
- ✓ Notarized Financial Statement Received: \_\_\_\_\_
- ✓ Copy of Government Issued ID Received: \_\_\_\_\_
- ✓ Emailed applicant receipt/CC approval code/lottery process timeline: 5/31
- ✓ Redacted Copy of Application Sent to <sup>Ryan</sup>~~City Clerk~~ on: (date) 5/31

Any Notes: \_\_\_\_\_

# Lottery Application for an Alcohol License by Reynell Hay

- City Staff then sent Addendum No. 1 and Addendum No. 2 to all applicants, including Reynell Hay, as well as the two “update” letters. The first “update” letter to Reynell Hay was dated June 28, 2024, and the second one was dated July 17, 2024

June 28, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification on this process was necessary.

Upon consultation with our leadership and review from the City Attorney, it has been determined that all applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, any alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. Please ensure your application is updated accordingly to avoid disqualification.

**This information must be submitted no later than July 19, 2024, at 5:00 PM EST.**

Please note that this requirement applies exclusively to current applicants. If you wish to withdraw your application, kindly inform us accordingly before the specified deadline. The lottery drawing will take place on July 30, 2024, at 6:00PM EST in the council chambers.

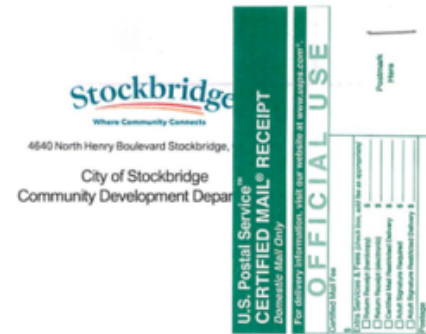
For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

Thank you for your prompt attention to this matter. We anticipate receiving your updated information within the designated timeframe.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor



July 17, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. Upon further review, City Staff has removed the requirement for all applicants to have a formal letter of intent to purchase land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road.

The lottery drawing will take place on **July 30, 2024, at 6:00 PM** in the council chambers. The City Council on that date will only determine the two lottery winners and two alternates (1<sup>st</sup> and 2<sup>nd</sup>). The winners of the lottery will have 120 days to secure a location, submit a completed application with the Community Development Department for a special land use permit, and complete any other requirements or negotiations with the City. If the winner fails to do so they will forfeit the license and the 1<sup>st</sup> alternate will take their place and then they will have 120 days. If they fail to do so the 2<sup>nd</sup> alternate will assume the license. The target areas for the liquor license will remain the same.

The following requirements for the drawing will be as following:

- Any applications that have the same address will be placed in the lottery as one application.
- Any applications that have familial ties will be placed in the lottery as one application.

The above requirements allow for the fairness of the alcohol lottery in the City of Stockbridge.

For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

Thank you for your prompt attention to this matter. We are sorry for any inconvenience.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor





## City of Stockbridge

4642 North Henry Blvd. • Stockbridge, GA 30281  
City Hall: (770) 389-7900 • Fax: (770) 389-7912

September 11, 2024

Reynell Hayi  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Denial of Alcohol License Application

Dear Mr. Hayi:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the "City") in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business no longer needed to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City's Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application's denial is based on the failure to provide all the required information and documentation as requested in the application, including but not limited to, the following:

1. A description of the business operation, its location, and facilities.
2. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business.
3. Named location is neither in the City nor properly zoned for the retail sale of alcohol by the package.
4. Did not provide all the required information requested in the application; and/or
5. The application was not submitted prior to June 7, 2024.

Pursuant to the City's Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

  
Ryan Anderson  
Director, Community Development

# Lottery Application for an Alcohol License by Reynell Hay

- After evaluating Reynell Hay's application, City Staff determined that it was incomplete. The City sent a denial letter to Mr. Hay, dated September 11, 2024.
- Since the applicant's stated business mailing address of 950 Eagles Landing Parkway did not include a post office box number, it was insufficient, and the denial letter could not be delivered to that address.
- City Staff therefore used the address that was listed on the applicant's driver's license since he did not supply a home address on his application. A confirmation of the applicant's home address was made by examining the Henry County Tax Assessors' records.
- The denial letter was sent to the driver's license by certified mail, but Mr. Hay claimed to have never received it. The letter was returned unclaimed just as the previous two letters.

PS Form 3811, July 2020 PSN 7530-02-000-9053

2. Article Number (Transfer from outside label)  
9589 0710 5270 1524 8414 42

1. Article Addressed to  
Reynell Hayi  
1013 Legacy Hills Dr  
McDonough GA 30253

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X

B. Received by (Printed Name) \_\_\_\_\_

C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below: \_\_\_\_\_

3. Service Type

|                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |                                                                     |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURNED ADDRESS



# Lottery Application for an Alcohol License by Reynell Hay

- City Staff sent a second denial letter to the applicant, dated September 5, 2025, and it used the same language as the first denial letter from September 11, 2024.
- Both denial letters were sent to the applicant's residential mailing address.



4640 North Henry Blvd  
Stockbridge, GA 30281

September 5, 2025

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

**RE: Denial of Alcohol License Application**

To Reynell Hay:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the "City") in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business did not have to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City's Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application was denied for failure to provide all of the required information and documentation as requested in the application, including but not limited to, the following:

- (1) a description of the business operation, its location and facilities;
- (2) blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
- (3) named location is neither in the City nor properly zoned for the retail sale of alcohol by the package;
- (4) did not provide all of the required information requested in the application; and/or
- (5) the application was not submitted prior to June 7, 2024.

Pursuant to the City's Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

Ryan Anderson  
Director, Community Development Department

# City Council Decisions

- **On July 30, 2024**, the Stockbridge City Council awarded two alcohol licenses during the lottery process. One license was awarded to Girishkumar Patel, and the second license was awarded to Niral Patel.
- **On August 2, 2024** Girishkumar Patel applied for the required special use permit, when he proposed to locate his retail package store at 106 Rock Quarry Road.
- **On February 10, 2025**, the Stockbridge City Council heard but denied SP-2024-02 for Girishkumar Patel (the agent for the special use permit applicant, GRP, LLC). The denial was documented by Ordinance #OR25-588.
- Niral Patel did not apply for a special use permit during the allotted 120-day time period, so his alcohol license expired.

# Smith, Welch, Webb & White Justification for the Appeal

- **December 18, 2024** The City of Stockbridge received a letter a from the law firm of Smith, Welch, Webb & White on behalf of their client, Reynell Hay. The letter stated that all of alcohol license applications were incomplete, including the two which City Staff deemed to be complete, which were the applications of Girishkumar Patel (Application No. 1) and Niral Patel (Application No. 5), and should be rejected.
- The letter requested that both of the alcohol licenses which City Council had awarded on July 30, 2024 be rescinded because
  - 1) City Council had denied the special use permit for 106 Rock Quarry Road for Girishkumar Patel; and
  - 2) Time had expired for the second license since for Niral Patel since he had not provided a proposed business location for his retail package store.

Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
John P. Webb, PC  
William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldrup  
Andrew J. Gebhardt  
R. Brian Strickland  
Elizabeth P. O'Neal  
Megan Murren Rittle (GA & AL)  
Lajuana C. Ransaw  
Warren M. Tillery  
Orion G. Webb



2200 KEYS FERRY COURT • MCDONOUGH, GA 30253  
Telephone: 770-957-3937 • Facsimile: 770-957-9165  
www.smithwelchlaw.com

December 18, 2024

VIA E-MAIL TO QUITON@WLGGA.COM, FOLLOWED BY U.S. MAIL

Quinton Washington  
Washington Legal Group  
260 Peachtree Street NW  
Suite 1600  
Atlanta, GA

**RE: City of Stockbridge's Alcohol License Applications and Lottery**

Dear Mr. Washington:

My name is Susana Gude-Rodriguez. Andy Welch and I represent Reynell Hay, one of the applicants for the City of Stockbridge's alcohol license. Andy has asked me to look into the City's alcohol license applications and analyze their validity. I obtained the applications online and the following analysis is based on these records. So that I can confirm my analysis, I am requesting a copy of the applications and various corresponding documents. Enclosed, please find a copy of the Open Records Request that I sent to Ms. Vanessa Holiday concurrently with this letter.

As you know, the City of Stockbridge's ordinance provides that any person desiring to operate in the city as a manufacturer or dealer of alcoholic beverages shall apply for and obtain a license from the city prior to commencing operations. *See* Section 9.04.040. No alcoholic beverages shall be stored, delivered, sold, or manufactured in the City except under a license issued by the City; if a license is issued, the licensee must conform to the specific beverages and manner of sale provided in the license. *Id.*

Pursuant to the Ordinance, the application itself must contain, notarized under oath, the following information and additional documents:

1. Name and address of each applicant and each person who would have an interest in the license, however including only those stockholders owning ten percent (10%) or more of the corporation's stock and all members of the LLC;
2. Name and address for the past ten (10) years of each individual licensee, including registered agent where necessary;

Grant E. McBride  
Bianca K. Davis  
Miranda N. Hanley  
Brandon F. Palmer  
-----  
ASSOCIATES  
M. Chase Collum  
Brooke A. White  
Christopher T. Webb  
Susana Gude-Rodriguez  
Richard A. McCall  
Amber D. Portier  
-----  
OF COUNSEL  
Amy M. Fletcher

# Smith, Welch, Webb & White Justification for the Appeal

September 15, 2025

**VIA CERTIFIED MAIL;  
FOLLOWED BY FIRST CLASS MAIL**

Mayor Anthony S. Ford  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

**VIA E-MAIL:**  
[asford@stockbridgega.org](mailto:asford@stockbridgega.org)

**RE:** Formal Notice of Appeal Pursuant to the City of Stockbridge's Code of Ordinances, Appealing the City of Stockbridge's Denial of Reynell Hay's Alcohol License Application

Dear Mayor Ford:

I represent Reynell Hay ("Appellant"). Appellant submitted an application for an alcohol license to the City of Stockbridge in May 2024. I am writing to formally appeal the City of Stockbridge's September 5, 2025 denial letter (enclosed herewith) of Reynell Hay's application for an alcohol license, pursuant to the City of Stockbridge's Code of Ordinances, due to the City's numerous violations and failure to abide by the City's Code of Ordinances. These violations and failures of due process are more fully set forth in the enclosed letter submitted to the City's attorney on December 18, 2024. The December 18, 2024 letter is incorporated into this appeal.

Regarding the City's reasons for denial of Appellant's application listed in the September 5, 2025 letter, Appellant contends he was told by a staff member of the City of Stockbridge that Appellant was not required to list the business location at the time of application, so no plans or drawings for a location were submitted either. Appellant also submitted a timely application before June 7, 2024. The lottery application tracking sheet provided to Appellant through an open records request shows that Appellant's application was received by the City on May 28, 2024. A copy of Appellant's application is enclosed as well.

Please submit this notice of appeal and enclosed documents to the Stockbridge City Council. Should you have any questions, please do not hesitate to contact me at [awelch@smithwelchlaw.com](mailto:awelch@smithwelchlaw.com) or 770-957-3937.

- **September 5, 2025** A second letter from the applicant's law firm stated that the City made numerous violations and did not abide by the requirements of the Stockbridge Municipal Code for alcohol licenses.
- Further, it states that Mr. Hay was told by a City employee that he did not need to provide a business location for his proposed retail package store, thus Mr. Hay did not submit any plans or drawings, either.



# Staff Analysis

- Reynell Hay's alcohol license application was deemed to be incomplete by City Staff. **Reynell Hay did not provide a legitimate business mailing address, nor did he provide any residential mailing address on his application. Section 9.04.210(A) of the Stockbridge Municode cites this as a reason for denial: "Failure to provide required information and documentation."** This alone should be sufficient justification for the denial of his application.
- City Staff sent Mr. Hay a denial letter on September 10, 2024, which he claimed to have never received.
- **Mr. Hay received both Addenda submitted on June 28, 2024 and July 17, 2024 respectively via certified at mail at the residential address that the denial letter was mail to.** When or how he found out that his application was denied is unknown.
- **Nevertheless, Mr. Hay did not file an appeal during the required ten-day appeal window, per Section 9.04.210(C). It was not until September 5, 2025, more than a year after City Council held the lottery on July 30, 2024, that the City received an appeal letter from the law firm representing Mr. Hay. Therefore, the appeal letter is void.**
- The alcohol license lottery process for 2024 ended, and no alcohol licenses have been issued. Since the license that was issued to Niral Kumar expired due to his non-application for a special use permit, one license is still available. Reynell Hay could therefore re-apply for an alcohol license whenever the City begins a new lottery process.

# Staff Conclusions

1. **The City of Stockbridge was justified by both Section 9.04.210(A)(3) and Section 9.04.220(A)(3) of the Stockbridge Municode in denying Reynell's alcohol license lottery application because of his "material omission" of required information since he did not provide an accurate business address on his application, nor did he provide his residential address at all.**
2. Even if an alcohol license had been, or were to be, issued to Reynell Hay on the basis of his submitted application, the address omissions in his application would be justification for his license being revoked, according to Section 9.04.210(C) of the Stockbridge Municode.
3. Since the special use permit application (SP-2024-02) of one of the winners (Girishkumar Patel) of the 2024 alcohol license lottery process was denied by City Council, and the second winner's time to apply for the required special use permit expired after the allotted 120 days, at least one alcohol license is still available for an eligible applicant.
4. **Since at least one alcohol license is still available for an eligible applicant, Reynell Hay may reapply for an alcohol license with the City of Stockbridge whenever the City reopens the application process to the public.**
5. Since at least one alcohol license is still available, there is no reason to "rescind" Girishkumar Patel's alcohol license, as the December 18, 2024, letter from the law firm requests.
6. **In stating that "all" of the alcohol license lottery applications were incomplete, according to the law firm's December 18, 2024, letter, an admission is made that Reynell Hay's application was incomplete. Therefore, there is no basis for the appeal that was requested by the law firm's subsequent letter dated September 5, 2025. Consequently, the appeal is void.**

## Staff Recommendations

In view of the conclusions above that were made for Appeal Case #AP-2025-02, the Community Development staff makes the following recommendations for this case:

1. **DENY / VOID** the requested appeal for Appeal Case #AP-2025-02 for Reynell Hay since:
  1. The lottery application for an alcohol license was incomplete due to his omissions of material information pertaining to his addresses;
  2. The law firm's appeal letter dated September 15, 2025, is void because its December 18, 2024. letter admitted that Reynell Hay's alcohol license lottery application was incomplete,
  3. One alcohol license is still available for him to apply for whenever the City opens a new alcohol license lottery process.
2. **ALLOW** Reynell Hay the opportunity to apply for a lottery application for alcohol license with the City of Stockbridge, in the same manner and with the same consideration as any other applicant, when the City re-opens the lottery application process for alcohol.

# Thank You

Ryan Anderson  
Director,  
Community Development  
[Randerson@stockbridgega.org](mailto:Randerson@stockbridgega.org)





4640 North Henry Boulevard Stockbridge, Ga 30281

City of Stockbridge  
Community Development Department

ADDENDUM NO. 1

Re: APPLICATION (Lottery Application ONLY)

**ATTENTION ALL POTENTIAL APPLICANTS:**



**READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**

This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

**TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

**ALCOHOL APPLICANTS ONLY:**

Questions number 14, 15, 16, 17, 23, 24, and 25 are to be removed from the application and do not need to be completed by the applicant for consideration and entry into the lottery process.

As it pertains to question 23. Ordinance 9.04.090 the locations of the package store will be discussed and determined after the initial lottery process winner is awarded. The discussed location WILL have to be approved by Council at the following next available meeting.

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

Phone Number(s):

678-833-3302 Uneeda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams



4640 North Henry Boulevard Stockbridge, Ga 30281

City of Stockbridge  
Community Development Department

**ADDENDUM NO. 2**

**Re: APPLICATION (Lottery Application ONLY)**

**ATTENTION ALL POTENTIAL APPLICANTS:**



**READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**

This addendum forms a part of the contract documents, modifies the original lottery documents and shall be as binding as if contained therein.

**TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:**

Addendum No. 2 supersedes Addendum No. 1

Lottery Application due date is 5:00 p.m. EDT on Friday, June 7, 2024.

Council Meeting for Lottery Drawing will take place Monday, June 10, 2024.

**ALCOHOL APPLICANTS ONLY:**

As it pertains to the proposed location of a package store. Please be advised that Stockbridge Ordinance 9.04.180 governs all applications for the additional license to be a retail seller of liquor, beer, and wine in Stockbridge. **Ordinance 9.04.180 requires that all applications contain the identification of a specific address within Stockbridge.** A general property description, such as a road name or intersection, is insufficient.

If you have any questions, please contact the Business Services Division of Community Development.

Email: [ot@cityofstockbridge-ga.gov](mailto:ot@cityofstockbridge-ga.gov)

Phone Number(s):

678-833-3302 Uneeda Smith-Sellers

678-833-3310 Stephanie Milton

678-833-3318 Savannah Williams



Where Community Connects

City of Stockbridge  
Community Development Department

APPLICATION  
(Lottery Application ONLY)

**NOTE: USE SEPARATE PAGES AND/OR ATTACHMENTS, AS NECESSARY**

1. Type(s) of license applied for:
- |                                                            |                                          |
|------------------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Alcohol License        | <input type="checkbox"/> Pawnshop        |
| <input type="checkbox"/> Tire Shop                         | <input type="checkbox"/> Vape Shop       |
| <input type="checkbox"/> Used Car Dealership               | <input type="checkbox"/> Precious Metals |
| <input type="checkbox"/> Used Appliance Shop               |                                          |
| <input type="checkbox"/> Thrift store and Consignment Shop |                                          |
2. Proposed license is a(n):
- |                                                       |
|-------------------------------------------------------|
| <input type="checkbox"/> Individual                   |
| <input type="checkbox"/> Partnership                  |
| <input checked="" type="checkbox"/> Corporation       |
| <input checked="" type="checkbox"/> LLC               |
| <input type="checkbox"/> other legal entity (explain) |

3. Applicant information:

Name: Regnell Day

Title Position: Co-Owner / Manager

Are you a citizen of the United States: ☒ yes ☐ no

Where were you born? Brockton, MA

Present home address:

County of Henry Number of years at present address 4

Contact information: Business phone #: 646-877-0019

Home phone #: \_\_\_\_\_

How long have you been a resident of Georgia? 18 Henry Co? 18

What has been your occupation for the past five (5) years? CEO / OWNER

4. Applicant's relationships with other persons with 1<sup>st</sup> degree of kinship.

Immediate living relatives:

(Please list all immediate living wife, children, parents, brothers, sisters, and parents)

(Attach separate sheet(s) if necessary)

Name: Annetta Hay Age: 50

Relationship: Spouse Live with or apart: With

Name: Madison Hay Age: 16

Relationship: Child / Daughter Live with or apart: With

Name: Calvin Hay Age: 33

Relationship: Son / Child Live with or apart: Apart

Name: Marion Hay Age: 23

Relationship: Child / Daughter Live with or apart: Apart

5. Proposed business name and address:

Business name: OLOGO Wine and Spirit

Address: 110 Rock Quarry Rd  
Stockbridge GA 30281

6. Corporations: If operating as a corporation, please complete the following:

Corporation name: N/A

Address: N/A

Date of Incorporation: N/A Where Incorporated: N/A

Type of Corporation: N/A

Corporate Officers: Please list each (attach a separate sheet if necessary)

Name: N/A SS# N/A

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

**Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"**

7. Stockholder information – applies to any "closely held" stock, not publicly traded and to all stockholders who own more than 10% of the outstanding capital stock of the corporation. **DO NOT FILL OUT THIS INFORMATION FOR PUBLICLY TRADED CORPORATIONS.** In lieu thereof, please indicate by attached sheet as to whether any affiliate, related company, holding company, subsidiary or other organization holds any form of alcohol license in the City of Stockbridge, or any distilled spirits package sale license within the State of Georgia.
8. If operating as a corporation, list stockholders with addresses and the amount of interest of each stockholder in the corporation. *Please list each (attach a separate sheet if necessary)*

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

Stockholder Name: \_\_\_\_\_ Interest: \_\_\_\_\_

Address: \_\_\_\_\_

9. Limited Liability Company (LLC): If operating as a company, please complete the following:

Company name: 66090 Wines and Spirit

Address: 950 Eagles Landing Pkwy.

Stuckbridge GA 30581

Date of Formation: 5/17/2024 Where Formed (State): GA

Type of LLC (member managed or manager managed): Member Manager

LLC members with an ownership interest: Please list each (attach a separate sheet if necessary)

Name: Reynell Hay SS# [REDACTED]

Member - ownership interest ( %): 50%

Address: \_\_\_\_\_

Name: Shaffer Smith SS# [REDACTED]

Member - ownership interest ( %): 50%

Address: \_\_\_\_\_

Name: N/A SS# \_\_\_\_\_

Member - ownership interest ( %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: N/A SS# \_\_\_\_\_

Member - ownership interest ( %): \_\_\_\_\_

Address: \_\_\_\_\_

Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

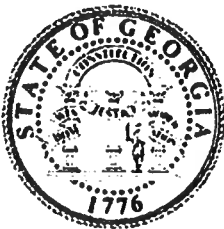
## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Ologo Wine and Spirits LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/17/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **05/21/2024**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

10. Limited Liability Partnership (LLP), Partnerships, Sole Proprietorships, and any other forms of business entity: If operating as a partnership or other form of business entity, please complete the following:

Entity name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Formation: \_\_\_\_\_ Where Formed (State): \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Partnership members with an ownership interest. Please list each (attach a separate sheet if necessary)

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership – ownership interest ( \_\_\_\_\_ %): \_\_\_\_\_

Address: \_\_\_\_\_

**Please provide a copy of your "Articles of Incorporation" and the current "Annual Registration with the Secretary of State"**

If more than 4 members, partners, or stockholders, please provide the name, address, social security number and ownership interest of additional parties at interest, by separate sheet.

11. Registered Agent

If the proposed license is a legal entity, please provide name of its registered agent:

Agent(s) name: CSC Global



Address: 251 Little Falls Drive. Wilmington DE  
Telephone Number: 1-800-927-9801 1980

12. Store Manager, Managing Member, Managing Partner, or other person in charge:  
What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business?

Full name: Reynell Hay.

(Please complete the site manager's personal statement, attached)

13. Convictions:

Has the applicant, or any individual having an interest either as owner, partner, member, or stockholder been convicted or entered a plea of Nolo Contendere within fifteen (15) years immediately prior to the filing of this application, for any felony or misdemeanor in any state or for an offense cited by the United States; or any violation of municipal ordinances except traffic violations? If yes, please explain below:

NO

14. Location ownership

Do you own the land and building on which the business is to be operated?

Yes ☒ No If Yes, when did you buy it? \_\_\_\_\_  
(Attach proof of ownership)

If not the owner, please complete the following and attach a copy of the lease, option, and any other pertinent documents:

Owner/Agent of Property: \_\_\_\_\_

Amount of rent: \_\_\_\_\_ Frequency Paid: \_\_\_\_\_

Is the amount of rent a set amount? Yes ☐ No ☒

If NO, please explain how it is determined: Location has not been finalized.

15. If you have an option, or other legal, binding document to buy, lease the building, please explain the general terms: \_\_\_\_\_

N/A

16. Zoning

What is the current zoning on the proposed property location? \_\_\_\_\_

17. Location Certification

If this is the first application for a license for this business, please attach a current certificate from a registered surveyor containing the following information:

- (1) A scale drawing of the building or proposed building as situated on the proposed lot.
- (2) Proposed parking available to the building.

**NOTE: NOT Required for a retail package alcohol license until the applicant is chosen for a license.**

18. Financial Interest – Does the applicant or interested parties to this Application:

A. Have any financial interest in any similar business?

\_\_\_\_ Yes      ☒ No

B. Received any financial aid or assistance from any similar business?

\_\_\_\_ Yes      ☒ No

19. Other Interests:

Do you: any member of your family (children, spouse, parents, siblings) or any of the other owners, partners, or stockholders:

A. Have any interest, financial or otherwise, in other similar businesses or establishments?

\_\_\_\_ Yes      ☒ No

If YES, please list:

\_\_\_\_ N/A -  
\_\_\_\_

B. Own, lease, sub-lease any real estate which is occupied by a similar business. If so, give the location information as to any lease or rental agreement including rents received and who it was rented to: \_\_\_\_ Yes \_\_\_\_ No

If YES, please list:

\_\_\_\_ N/A -  
\_\_\_\_

C. Serve as the Executor or Administrator or Beneficiary of Heir of any estate having an interest in any similar business or establishment?

\_\_\_\_ Yes      ☒ No

If YES, please list:

N/A

D. Serve as Beneficiary or Trustee of any Trust Fund having an interest in any similar business or establishment?

\_\_\_\_ Yes ☒ No

If YES, please list:

N/A

20. Financial Gain

Please list all parties who will receive any financial gain or payment derived from any interest or income as a result of the operation that this application applies to. (Please include any owners, partners, members, officers, or principal stockholders)

Reynell Hay  
Shaffer Smith

21. Other Jurisdictions

List other jurisdictions in which any applicant, partner, member, corporate officer, or stockholder holds a similar occupational tax certificate, regulatory license, or alcoholic beverage license:

N/A

List all details of denial of any such licenses in any other jurisdiction:

N/A

22. Are you familiar with the City of Stockbridge Ordinances, State laws and regulations, Federal laws and regulations governing the operations of this type of business?

☒ Yes \_\_\_\_\_ No

(City of Stockbridge Ordinance 9.04 Alcoholic Beverage)

23. Restrictions Alcohol ONLY

Ordinance 9.04.090

1. No retail license for the sale of distilled spirits shall be issued unless the location is located within five hundred (500) feet of the streets or roads designated in the following three (3) areas and has direct access onto such streets or roads:

Area 1: Those portions of Mount Zion Boulevard and Highway 138 lying west of I-75;

Area 2: Those portions of Highway 138 and North Henry Boulevard lying east of I-75;

Area 3: Those portions of Eagles Landing Parkway Hudson Bridge Road from their intersection with the west right-of-way line of Highway 42 to the west city limits line.

24. Do you agree to abide by such ordinances, laws, and regulations?

☒ Yes ☐ No

25. Do you have any questions or comments regarding the ordinances, laws, regulations, or application?

☐ Yes ☒ No

If YES, please list:

\_\_\_\_\_  
\_\_\_\_\_  
N/A

Georgia, Henry County, City of Stockbridge

I, Michael Hall, being duly sworn according to the law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true, and no false, or fraudulent statement is made herein, and such answers were made in order to produce the granting of such license.

Michael Hall  
Signature of Applicant

Michael Hall  
Print Name

CEO  
Title of Applicant

Subscribed and Sworn before me on this the 21 day of May, 2024

[Signature]  
NOTARY PUBLIC signature

3-21-27  
Notary Commission Expires

Karl Czaykowski  
NOTARY PUBLIC printed name





Where Community Connects

City of Stockbridge  
Community Development Department

**SITE MANAGER'S PERSONAL INFORMATION**

**Alcohol License ONLY**

(To be attached to Application)

(A photo of the manager must be attached to this form)

**1. Business Name**

(Please complete for the business you are applying as a manager for)

Business Name: Cluge Wine and Spirit  
Address: 750 Eagles Landing Hwy Stockbridge  
- or - 110 Rock Quarry Rd GA 30214

**2. Manager's name and address:**

Name: Beynell May  
Home address: \_\_\_\_\_  
Phone number: 646.894.6019

**3. Personal identification information:**

Race: B/K Sex: M Height: 5'9 Weight: 300 Age: 56  
Color of hair: Brn Color of eyes: DRK Brown

**4. Manager's birth information:**

Location of birth: Brooklyn NY  
Date of birth: [REDACTED]

**5. Spousal information: (If married, please complete)**

Spouse's full name: Linnetta May  
Maiden name if applicable: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date married: \_\_\_\_\_  
Employer: Self Employed: Yes

**6. Employment record:**

(Please list your previous employment information for the last past 10 years) (Attach separate sheet if necessary)

Employer: Compound Entertainment

Location: \_\_\_\_\_

Yes - From: 2004 To: present

Employer: \_\_\_\_\_

Location: \_\_\_\_\_ Dates - From: \_\_\_\_\_ To: \_\_\_\_\_

Employer: \_\_\_\_\_

Location: \_\_\_\_\_ Dates - From: \_\_\_\_\_ To: \_\_\_\_\_

**7. Financial interest:**

Do you or your spouse, or any member of your family:

A. Have any interest, financial or otherwise, in other malt beverage, wine, or distilled spirits stores or establishments? \_\_\_\_\_ Yes \_\_\_\_\_ No

If YES, please list:

N/A

B. Ever been denied a license or had a license revoked? \_\_\_\_\_ Yes ☒ No

If YES, please list:

N/A

**8. Prior residences:**

(Please list all residences you have had in the past ten (10) years.) (Include a separate sheet if necessary)

| Street Address | City | State | Years |
|----------------|------|-------|-------|
|----------------|------|-------|-------|

**9. Tax return:**

Did you file a Georgia tax return last year?





I, Charles Hay, do solemnly swear, that the foregoing statements are true. I understand that any falsehoods are grounds for automatic dismissal of this application.

[Signature]  
Signature of Manager

Charles Hay  
Print Name

CEO  
Title of Applicant

Subscribed and Sworn before me on this the 21 day of May, 2024

[Signature]  
NOTARY PUBLIC signature

3-21-27  
Notary Commission Expires

Karl Czaykowski  
NOTARY PUBLIC printed name





City of Stockbridge  
Community Development Department

**BACKGROUND AND SECURITY CLEARANCE FORM**  
**OWNER, APPLICANT, MANAGER**  
**Alcohol License ONLY**

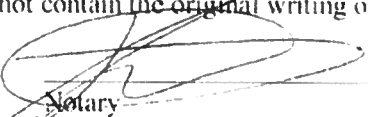
**Authorization for Release of Personal Information**  
**(Attach photocopy of Social Security Card and Photo ID)**

I, Reynell Hay, do hereby authorize a review of, and full disclosure of, all records concerning myself to any duly authorized agent of the City of Stockbridge, whether said records are of a public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure pertaining to the background investigation necessary to process my application as required under the Alcohol Beverage Ordinance (Chapter 9) governing licensing in the City.

I also certify that any person, firm, or other entity ("the providing entity") who may furnish such information concerning me, shall not be held liable or accountable for giving this information and I do hereby fully and completely release the providing entity from all liability, which may be incurred as a result of furnishing such information.

A photocopy of this release form will be valid as an original thereof, even though the photocopy does not contain the original writing of my signature.

  
Notary

3-21-27  
Notary Commission Expires



Signature

Date

Date of Birth

Social Security Number

Driver's License Number

Height

Weight

5/21/24

5'-9"

280 lbs



# City of Stockbridge

## SAVE Public Benefits Affidavit

### O.C.G.A § 50-36-1 (e) (2)

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(e) (2)). By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia public benefit as supplemented by resolution of the City Council, I am stating the following with respect to my application to the City of Stockbridge.

Reynell Hay  
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.

Address of applicant named above

Ologo Wine And Spirit  
Name of business, corporation for whom application is being made.

(676) 897 0019  
Telephone Number

OCCUPATIONAL TAX CERTIFICATE  
Category of Public Benefit

1. ☒ I am a United States citizen. [REQUIRES VERIFICATION AT SUBMISSION]
  2. ☐ I am a legal permanent resident of the United States.
  3. ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
- My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one source and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1 (e) (1). A complete list of secure and verifiable documents is on the back of this form.

**REQUIRES VERIFICATION AT SUBMISSION** – Which type of secure and verifiable document was provided with this affidavit? DRIVER'S License

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

#### MUST BE COMPLETED BY NOTARY

1. Reynell Hay (Printed NAME of individual and natural person) Representative for: Ologo Wine And Spirit (Name of Business, corporation, partnership, etc.)

[Signature] Signature of Applicant Date 5/21/24

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21 DAY OF May, 2024

Executed in Stockbridge (City), GA (State)

[Signature]  
NOTARY PUBLIC Signature

3-21-27  
My Commission Expires



Georgia

DRIVER'S LICENSE

DL NO  
CLASS  
REYNELL  
HAY

DOB  
EXP 12/25/2025

RESTRICTIONS  
A  
12/27/2017

END NONE

SEX M  
EYES BRO  
HGT 5-09"  
WGT 280 LB

DL



PASARONTE

Type / Tipo / Tipo      Book / Cote / Cotejo      Passport No. (No. del Pasaport) / No. del Pasaporte  
 P      USA      1

Signature / Name / Address

HAY

Given Names / Prenomina / Nombres

**REYNELL D**

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Fecha de nacimiento / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

NEW YORK, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

24 Jun 2021

date of expiration / Date d'expiration / Fecha de caducidad

3 Jun 2031

### Montements / Mentions Spéciales / Amplifications

SEE PAGE 27

Ex / Sece / Sece

M

Authority / Autorité / Autoridad

United States

Department of State

[illegible]

Wealth Management  
9665 Wilshire Blvd.  
Suite 6000  
Beverly Hills, CA 90212  
  
Direct: 310 285 2600  
Cell: 310 850 6679 4866

# Morgan Stanley

May 23, 2024

CITY OF STOCKBRIDGE  
4640 N. HENRY BLVD  
STOCKBRIDGE, GA 30281

Re: REYNELL HAY

To Whom It May Concern:

Please be advised that REYNELL HAY (the "Client") maintains the following brokerage accounts (the "Accounts") at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains assets, including cash and marketable securities, valued, as of the close of business on May 22, 2024, in excess of \$2,400,000.

| <u>A/C Number</u> | <u>A/C Title</u>    |
|-------------------|---------------------|
|                   | MSL FBO REYNELL HAY |
|                   | MSL FBO REYNELL HAY |

We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's Accounts. The Client has the ability to withdraw assets from the Account(s) at any time.

Accounts \_\_\_\_\_ and \_\_\_\_\_ are currently being used to collateralize a Liquidity Access Line ("LAL") line of credit issued by Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association. Notwithstanding any other representations in this letter, assets required to maintain the LAL cannot be withdrawn unless Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association agrees to release excess collateral or the LAL is paid off. This letter does not create a security interest or convey collateral rights to any party.

Thank you for your time and consideration in this matter.

Sincerely,

*Marie Goldschmidt*

Marie Goldschmidt  
Risk Officer

cc: REYNELL HAY

Wealth Management  
9665 Wilshire Blvd.  
Suite 600  
Beverly Hills, CA 90212

Telex: 510 285 2610  
Cell: (310) 859 6691 x866

# Morgan Stanley

May 23, 2024

CITY OF STOCKBRIDGE  
4640 N. HENRY BLVD  
STOCKBRIDGE, GA 30281

Re: Shafer Smith

To Whom It May Concern:

Please be advised that Shafer Smith (the "Client") maintains the following brokerage accounts (the "Accounts") at Morgan Stanley Smith Barney LLC ("Morgan Stanley") which contains assets, including cash and marketable securities, valued, as of the close of business on May 22, 2024, in excess of \$2,500,000.

| <u>A/C Number</u> | <u>A/C Title</u>     |
|-------------------|----------------------|
|                   | MSL FBO SHAFER SMITH |
|                   | MSL FBO SHAFER SMITH |

We are presenting the information contained herein pursuant to our Client's request. It is valid as of the date of issuance. Morgan Stanley does not warrant or guarantee that such identified securities, assets or monies will remain in the Client's Accounts. The Client has the ability to withdraw assets from the Account(s) at any time.

and currently being used to collateralize a Liquidity Access Line ("LAL") line of credit issued by Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association. Notwithstanding any other representations in this letter, assets required to maintain the LAL cannot be withdrawn unless Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association agrees to release excess collateral or the LAL is paid off. This letter does not create a security interest or convey collateral rights to any party.

Thank you for your time and consideration in this matter.



Sincerely,

*Marie Goldschmidt*

Marie Goldschmidt  
Risk Officer

cc: SHAFER SMITH



Ready to go?  
**Get up to date  
with all your  
vaccines\***

Talk to your pharmacist or learn more  
at [Walgreens.com/immunizations](https://www.walgreens.com/immunizations)

***Walgreens***

\*Vaccines subject to availability. State, age, and health-related restrictions may apply.

## LOTTERY APPLICATION TRACKING SHEET

Date Received: 5/28/24 Application No.: 6

Applicant Name: Reynell Hay

Proposed business and name: Ologo Wine and Spirit  
110 Rock Quarry

### CHECKLIST:

- ✓ Complete Application and Documents: \_\_\_\_\_ or Missing: \_\_\_\_\_
- ✓ \$750 Non-Refundable Application Fee: \_\_\_\_\_ Date Processed: 5/28
- ✓ Fieldprint Background Check Information Received: \_\_\_\_\_
- ✓ Notarized Financial Statement Received: \_\_\_\_\_
- ✓ Copy of Government Issued ID Received: \_\_\_\_\_
- ✓ Emailed applicant receipt/CC approval code/lottery process timeline: 5/31
- ✓ Redacted Copy of Application Sent to <sup>Ryan</sup>~~City Clerk~~ on: (date) 5/31

|            |
|------------|
| Any Notes: |
|            |

Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
John P. Webb, PC  
William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldroup  
Andrew J. Gebhardt  
R. Brian Strickland  
Elizabeth P. O'Neal  
Megan Murren Rittle (GA & AL)  
Lajuana C. Ransaw  
Warren M. Tillery  
Orion G. Webb



SMITH WELCH  
WEBB & WHITE<sub>LLC</sub>

ATTORNEYS AT LAW  
TRUSTED SERVICE FOR A LIFETIME

Grant E. McBride  
Bianca K. Davis  
Miranda N. Hanley  
Brandon F. Palmer

-----  
ASSOCIATES  
M. Chase Collum  
Brooke A. White  
Christopher T. Webb  
Susana Gude-Rodriguez  
Richard A. McCall  
Amber D. Porter

-----  
OF COUNSEL  
Amy M. Fletcher

2200 KEYS FERRY COURT • MCDONOUGH, GA 30253  
Telephone: 770-957-3937 • Facsimile: 770-957-9165  
www.smithwelchlaw.com

December 18, 2024

VIA E-MAIL TO QUITON@WLGA.COM, FOLLOWED BY U.S. MAIL

Quinton Washington  
Washington Legal Group  
260 Peachtree Street NW  
Suite 1600  
Atlanta, GA

**RE: City of Stockbridge's Alcohol License Applications and Lottery**

Dear Mr. Washington:

My name is Susana Gude-Rodriguez. Andy Welch and I represent Reynell Hay, one of the applicants for the City of Stockbridge's alcohol license. Andy has asked me to look into the City's alcohol license applications and analyze their validity. I obtained the applications online and the following analysis is based on these records. So that I can confirm my analysis, I am requesting a copy of the applications and various corresponding documents. Enclosed, please find a copy of the Open Records Request that I sent to Ms. Vanessa Holiday concurrently with this letter.

As you know, the City of Stockbridge's ordinance provides that any person desiring to operate in the city as a manufacturer or dealer of alcoholic beverages shall apply for and obtain a license from the city prior to commencing operations. *See* Section 9.04.040. No alcoholic beverages shall be stored, delivered, sold, or manufactured in the City except under a license issued by the City; if a license is issued, the licensee must conform to the specific beverages and manner of sale provided in the license. *Id.*

Pursuant to the Ordinance, the application itself must contain, notarized under oath, the following information and additional documents:

1. Name and address of each applicant and each person who would have an interest in the license, however including only those stockholders owning ten percent (10%) or more of the corporation's stock and all members of the LLC;
2. Name and address for the past ten (10) years of each individual licensee, including registered agent where necessary;

3. The name, address and date of birth of each employee working at the business location;
4. Description of the business operation, its location and facilities;
5. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
6. Survey indicating the location of the business and the distance to the nearest school, church, alcoholic treatment center; and closest distilled spirits retail dealer;
7. The license fee required by this chapter, in the form of cash or a bank-certified check;
8. The nonrefundable investigative fee, in the form of cash or a bank-certified check;
9. Financial statements for each person identified in Section 9.04.170; and
10. Such other information and documents as may be required by the license department.

(See Section 9.04.180).

If the applicant wishes to operate a commercial business – here, this is the case for all applicants – the City of Stockbridge requires the submission of a Commercial Occupational Packet. This packet has its own document requirements, outlined as follows:

1. Occupational Tax Application
2. SAVE Public Benefits and Private Employer Affidavit Verifying Status
3. Current Government Issued Photo Identification (i.e., Copy of Driver's License/Passport)
4. Signed copy of Lease or Ownership Documentation
5. State/Federal Professional License, if applicable (i.e., Medicinal, Massage Therapy, Cosmetology, etc.)
6. Certificates & Articles of Incorporation (Documents from the Secretary of State for Corporations, Incorporations, Partnerships & Limited Liability Companies)
7. Floor Plan
8. Square Footage of Location

An alcohol license application may be denied on various grounds. An applicant that is denied a license shall be provided notice in writing of the denial with a list of the reason(s) for denial. (See Section 9.04.220). If the application contains any untrue or



misleading information, or material omission, this shall be cause sufficient for denial. (See Section 9.04.210). Further, an application may be denied on the following grounds:

1. Failure to meet state requirements for state license.
2. Failure to pay required fees and taxes.
3. Failure to provide required information and documentation.
4. False information in the application or supporting documents.
5. Failure to pass background checks conducted by law enforcement.
6. Improper residency of the applicant, owner, or agents.
7. Prior convictions as described in this chapter.
8. Failure to meet any other requirement outlined in Chapter 9.04 of Stockbridge's Ordinance.

(See Section 9.04.220).

An analysis of the twelve applications submitted for the alcohol license yielded a conclusion that *all* of the applicants were incomplete or non-compliant. Applicant No. 1 (Girishkumar Patel) and Applicant No. 5 (Niral Patel) will be used as examples:

*Applicant No. 1 – Girishkumar Patel:*

As part of his application, Girishkumar did not include (1) a scale drawing of the building or proposed building as situated on the proposed lot, and (2) proposed parking available to the building, as required by the City's ordinance. However, on the face of the application form, the applicant is not required to submit a scale drawing of the building or the proposed parking available until the applicant is chosen for the license. Therefore, Girishkumar's application would be considered incomplete per the strict reading of the ordinance, but not so under the application form rules.

Nonetheless, Girishkumar's application was supposed to include a survey indicating the location of the business and the distance to nearest landmarks, and he did not do so, meaning it is incomplete.

According to the Commercial Occupational Packet, Girishkumar's application was also supposed to include a signed copy of lease or ownership documentation, a floor plan, and the square footage of the location. He did not include any of these items, so by that logic, his application would be considered incomplete by this point, as well.

*Applicant No. 5 – Niral Patel:*

As part of his application, Niral did not include (1) a scale drawing of the building or proposed building as situated on the proposed lot, and (2) proposed parking available to the building, as required by the City's ordinance. Further, Niral's application was supposed

to include a survey indicating the location of the business and the distance to nearest landmarks, and he did not do so, meaning it is incomplete. The application was also supposed to include a description of the business operation, its location, and facilities, and it did not do so; it simply states that the business address will be “Parcel ID 071-01025022.”

Niral neglected to complete the Commercial Occupation Packet. While Niral compiled some of the documents required by the Packet, he was also supposed to include a signed copy of lease or ownership documentation, a floor plan, and the square footage of the location. He did not include any of these items, so by that logic, his application would be considered incomplete by this point, as well.

Overall, this noncompliance is echoed across all applications. Though most applications were marked “complete” by the City’s licensing department, all applications contain material defects such as unnotarized financial statements, missing Commercial Occupational Packet, and *any* proof of ownership of the proposed location on which the applicants sought to operate their alcohol business. Ultimately, none of the applicants provided sufficient information or correct documentation to be granted an alcohol license under the City’s ordinance.

Indeed, it is clear that none of the applicants owned the property on which they wished to operate their alcohol business. It is my understanding that the applicants were told by an unknown employee of the City that they did not have to own the property; this advice, however, cannot be relied upon. The Georgia Supreme Court has held that an employee of the City cannot exempt people from requirements outlined in the ordinance or amend the ordinance itself. *Corey Outdoor Advert., Inc. v. Bd. of Zoning Adjustments of City of Atlanta*, 254 Ga. 221, 224, 327 S.E.2d 178, 182 (1985). Therefore, the applicants here could not be estopped by the acts of any employee acting in the exercise of unconferrred powers. OCGA § 45–6–5; *City of Atlanta v. Bull*, 161 Ga.App. 648, 288 S.E.2d 335 (1982), applying this rule to city officials; *City of Columbus v. Richardson*, 155 Ga.App. 573, 271 S.E.2d 706 (1980); *P.C. Gailey Contractors, Inc. v. Exxon Co., U.S.A.*, 143 Ga.App. 827, 240 S.E.2d 208 (1977).

Telling the applicants they did not have to own the property on which they applied to operate their business is in contravention with the City’s ordinance which requires the applicant to submit proof of ownership. Nonetheless, the applicants could not have detrimentally relied on the assertions of a City employee that is contrary to the ordinance, as no estoppel exists. *Corey Outdoor Advert.*, 254 Ga. at 224. Stated differently, since the City employee could not have changed the requirements of the alcohol-license-application process, the applicants are not excused from abiding by the ordinance requirements. Consequently, approval by the City of any of the twelve licenses would be in direct violation of the City’s own ordinance.

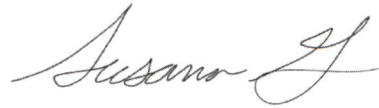
Ultimately, it is our position that all of the applications are void and, therefore, any licensing approval that the City may have rendered is void, as well. That being said, as of the date of this letter, my client, Reynell Hay, has not received any notice in writing of the denial of his application. If the decision has been made, please notify us in writing as outlined in your ordinance.

We wish to inform you that, if the Council does not rescind their approval of Girishkumar’s application and reopen the lottery, we will be forced to file suit seeking

Mr. Quinton Washington  
December 18, 2024  
Page 5

declaratory, injunctive, and mandamus relief. Thank you for your time in reviewing this correspondence. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susana G", written in dark ink.

Susana Gude-Rodriguez

Enclosures



Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
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William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldroup  
Andrew J. Gebhardt  
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## SMITH WELCH WEBB & WHITE<sup>LLC</sup>

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Morgan R. Thomas  
Billy D. Thomas, Jr.  
Jacob S. Barlar  
Priyesh Patel

OF COUNSEL  
Amy M. Fletcher

September 15, 2025

**VIA CERTIFIED MAIL;  
FOLLOWED BY FIRST CLASS MAIL**

Mayor Anthony S. Ford  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

**VIA E-MAIL:**

[asford@stockbridgega.org](mailto:asford@stockbridgega.org)

**RE:** Formal Notice of Appeal Pursuant to the City of Stockbridge's Code of Ordinances, Appealing the City of Stockbridge's Denial of Reynell Hay's Alcohol License Application

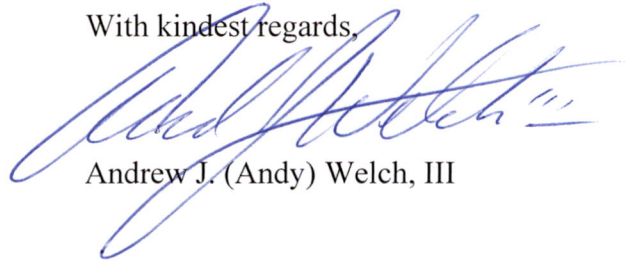
Dear Mayor Ford:

I represent Reynell Hay ("Appellant"). Appellant submitted an application for an alcohol license to the City of Stockbridge in May 2024. I am writing to formally appeal the City of Stockbridge's September 5, 2025 denial letter (enclosed herewith) of Reynell Hay's application for an alcohol license, pursuant to the City of Stockbridge's Code of Ordinances, due to the City's numerous violations and failure to abide by the City's Code of Ordinances. These violations and failures of due process are more fully set forth in the enclosed letter submitted to the City's attorney on December 18, 2024. The December 18, 2024 letter is incorporated into this appeal.

Regarding the City's reasons for denial of Appellant's application listed in the September 5, 2025 letter, Appellant contends he was told by a staff member of the City of Stockbridge that Appellant was not required to list the business location at the time of application, so no plans or drawings for a location were submitted either. Appellant also submitted a timely application before June 7, 2024. The lottery application tracking sheet provided to Appellant through an open records request shows that Appellant's application was received by the City on May 28, 2024. A copy of Appellant's application is enclosed as well.

Please submit this notice of appeal and enclosed documents to the Stockbridge City Council. Should you have any questions, please do not hesitate to contact me at [awelch@smithwelchlaw.com](mailto:awelch@smithwelchlaw.com) or 770-957-3937.

With kindest regards,



Andrew J. (Andy) Welch, III

AJWIII/hp

Enclosures

cc. City Clerk (via e-mail): [vholiday@stockbridgega.org](mailto:vholiday@stockbridgega.org)

City Attorney (via e-mail): [quinton@wlgga.com](mailto:quinton@wlgga.com) and [vross@lawtrg.com](mailto:vross@lawtrg.com)



# City of Stockbridge

4640 North Henry Blvd. • Stockbridge, GA 30281

City Hall: (770) 389-7900 • Fax: (770) 389-7912

September 11, 2024

Reynell Hayi  
1013 Legacy Hills Drive  
McDonough, GA 30253

## RE: Denial of Alcohol License Application

Dear Mr. Hayi:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the "City") in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business no longer needed to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City's Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City's Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application's denial is based on the failure to provide all the required information and documentation as requested in the application, including but not limited to, the following:

1. A description of the business operation, its location, and facilities.
2. Blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business.
3. Named location is neither in the City nor properly zoned for the retail sale of alcohol by the package.
4. Did not provide all the required information requested in the application; and/or
5. The application was not submitted prior to June 7, 2024.

Pursuant to the City's Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

Ryan Anderson  
Director, Community Development



4640 North Henry Blvd  
Stockbridge, GA 30281

September 5, 2025

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

**RE: Denial of Alcohol License Application**

To Reynell Hay:

Your application for an alcohol license dated June 6, 2024, was received by the City of Stockbridge (the “City”) in response to the published notice requesting applications for the Lottery Drawing originally scheduled for June 10, 2024. The Lottery Drawing was for two (2) additional alcohol licenses held by the City. Applications were due on or before June 7, 2024. On April 17, 2024, the City issued Addendum No. 1, to advise applicants that certain application requirements regarding the location of the business did not have to be addressed. Thereafter, on May 3, 2024, the City issued Addendum No. 2, which superseded and effectively rescinded Addendum No. 1, and required the applicant to include a specific location of the business within the City, pursuant to the City’s Alcoholic Beverage Code, Section 9.04.180.

Your application was incomplete and hereby denied by the City of Stockbridge, pursuant to the City’s Alcoholic Beverage Code, Sections 9.04.180, 9.04.190, and 9.04.220. The application was denied for failure to provide all of the required information and documentation as requested in the application, including but not limited to, the following:

- (1) a description of the business operation, its location and facilities;
- (2) blueprint or scale drawing of the business facilities, including the boundaries or limits of any parking assigned to or under the control of the business;
- (3) named location is neither in the City nor properly zoned for the retail sale of alcohol by the package;
- (4) did not provide all of the required information requested in the application; and/or
- (5) the application was not submitted prior to June 7, 2024.

Pursuant to the City’s Alcoholic Beverage Code, Section 9.04.220(c), you have the right to appeal this denial to the Mayor and Council in writing no more than ten (10) days following receipt of this denial notice.

Regards,

Ryan Anderson  
Director, Community Development Department

## **Public Notice City of Stockbridge**

Notice is hereby given as required by Section 9.04.130 of the Code of Ordinances, City of Stockbridge, Georgia, authorizing issuance of two additional retail package stores with a period of forty-five (45) days to receive applications.

Applications for the retail packages stores will be located on the City's website [www.stockbridgega.org](http://www.stockbridgega.org).

### **LOCATION**

**Rock Quarry Rd or Jodeco Rd**

### **PROCEDURES**

The City of Stockbridge will have a public lottery to determine the applicants for an alcohol license and occupational tax certificate. Applications for liquor store licenses are now being taken. The application period will end on Friday, June 7, 2024, and afterwards no applications can be submitted. If the number of applicants eligible for further processing exceeds the number of open slots that are available, then each applicant's application for an alcohol license and occupational tax certificate shall be considered based on a public lottery drawing. The city clerk shall place on the agenda for the next regular session of the city council an agenda item for a public lottery drawing pertaining to retail package store, and listing the names of all applicants that are eligible for the public lottery drawing.

Prior to said next regular session, the city treasurer shall prepare separate strips of paper of equal dimensions upon which the names of each applicant seeking a certificate of compliance is typed. Each strip of paper shall then be folded twice in the same manner for each strip of paper, and then placed into an opaque container from which the drawing shall be made. At the appropriate time at the next regular city council meeting, the city mayor, or the mayor's designee, shall draw from the opaque container without viewing the inside of the container a number of the strips of paper containing the typewritten names of the applicants that are equal to the number of open alcohol licenses that are available. Those applicants selected by public lottery shall then be the applicants accepted for consideration of the applicant's application for an alcohol license with the same number of alternates by the city council. Upon the conclusion of the public lottery drawing, each applicant selected during the public lottery drawing shall have their lottery application immediately considered at the same session as the public lottery drawing, by the city council by separate resolution for each selected applicant location, which shall require a majority vote for approval.

The date of the lottery for determining the accepted applicants for a liquor store will be on June 10, 2024 during the City of Stockbridge's City Council Meeting.

### **ALLOCATED TIME**

Any applicant who has been approved for an alcohol license by the city council who does not then make application for a retail package store license from the City of Stockbridge

within one hundred twenty (120) calendar days of the date of approval of the resolution, may have their approved repealed by a separate resolution of the city council.

**BACKGROUND CHECK INFORMATION**

All applicants that timely submitted a properly and fully completed application and who have passed the criminal background check shall then be eligible for further processing.

Lakeisha Gaines

Interim City Treasurer – City of Stockbridge

Ryan Anderson

Community Development Director – City of Stockbridge

Uneeda Smith-Sellers

Business Services Supervisor – City of Stockbridge





# Proposed Liquor Store Areas



Portions of Mount Zion Pkwy and Highway 138 lying west of I-75

Stockbridge Bottle Shop  
5039 North Henry Blvd, Suite C

Portions of Highway 138 and North Henry Blvd lying east of I-75

Portions of Rock Quarry Road lying east of I-75

Eagles Landing Bottle Shop  
100 Eagles Landing Parkway

Portions of Eagles Landing Parkway/Hudson Bridge Road from their intersection with west right-of-way line of Highway 42 to the west city limits line

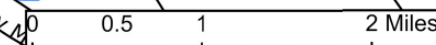
Highway 138 Package Store  
1028 Highway 138 North

J&J Liquor  
1590 Hudson Bridge Road

Portions of Jodeco Road that are at least the distance restrictions of a church and/or school building

**Legend**

- Schools
- Churches
- Existing Liquor Stores
- Road Data COS Arterial











4640 North Henry Boulevard Stockbridge,

City of Stockbridge  
Community Development Depart

June 28, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification on this process was necessary.

Upon consultation with our leadership and review from the City Attorney, it has been determined that all applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, any alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. Please ensure your application is updated accordingly to avoid disqualification.

**This information must be submitted no later than July 19, 2024, at 5:00 PM EST.**

Please note that this requirement applies exclusively to current applicants. If you wish to withdraw your application, kindly inform us accordingly before the specified deadline. The lottery drawing will take place on July 30, 2024, at 6:00PM EST in the council chambers.

For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or OT@cityofstockbridge-ga.gov.

Thank you for your prompt attention to this matter. We anticipate receiving your updated information within the designated timeframe.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Stockbridge</b><br>Where Community Connects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 4640 North Henry Boulevard Stockbridge,<br>City of Stockbridge<br>Community Development Depart                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| June 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Reynell Hay<br>1013 Legacy Hills Drive<br>McDonough, GA 30253                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| RE: Alcohol Lottery Application Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Dear City of Stockbridge 2024 Alcohol Lottery Applicant,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. However, following the June 10, 2024, city council meeting, it was determined that further clarification on this process was necessary.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| Upon consultation with our leadership and review from the City Attorney, it has been determined that all applicants are required to provide responses to questions 14-16 of the application, along with a formal letter of intent to purchase or lease land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road. As of today, any alcohol lottery application received without a proposed location with an address on Rock Quarry Road or Jodeco Road does not meet the requirements. These applicants are required to amend their application by July 19, 2024, or it will be withdrawn from consideration. <u>Please ensure your application is updated accordingly to avoid disqualification.</u> |  |
| <b>This information must be submitted no later than July 19, 2024, at 5:00 PM EST.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Please note that this requirement applies exclusively to current applicants. If you wish to withdraw your application, kindly inform us accordingly before the specified deadline. The lottery drawing will take place on July 30, 2024, at 6:00PM EST in the council chambers.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or OT@cityofstockbridge-ga.gov.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Thank you for your prompt attention to this matter. We anticipate receiving your updated information within the designated timeframe.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Best regards,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <i>Uneeda Smith-Sellers</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Uneeda Smith-Sellers<br>Business Services Supervisor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |

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Postage \$  
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City, State, ZIP+4<sup>®</sup>

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9220 2056 0000 0406 2702



4640 North Henry Boulevard Stock

City of Stockbridge  
Community Development I

July 17, 2024

Reynell Hay  
1013 Legacy Hills Drive  
McDonough, GA 30253

RE: Alcohol Lottery Application Update

Dear City of Stockbridge 2024 Alcohol Lottery Applicant,

This communication serves to inform you that we received your application for the city's alcohol lottery within the stipulated deadline. Upon further review, City Staff has removed the requirement for all applicants to have a formal letter of intent to purchase land located within Stockbridge city limits on either Rock Quarry Road or Jodeco Road.

The lottery drawing will take place on **July 30, 2024, at 6:00 PM** in the council chambers. The City Council on that date **will only** determine the two lottery winners and two alternates (1<sup>st</sup> and 2<sup>nd</sup>). The winners of the lottery will have 120 days to secure a location, submit a completed application with the Community Development Department for a special land use permit, and complete any other requirements or negotiations with the City. If the winner fails to do so they will forfeit the license and the 1<sup>st</sup> alternate will take their place and then they will have 120 days. If they fail to do so the 2<sup>nd</sup> alternate will assume the license. The target areas for the liquor license will remain the same.

The following requirements for the drawing will be as following:

- Any applications that have the same address will be placed in the lottery as one application.
- Any applications that have familial ties will be placed in the lottery as one application.

The above requirements allow for the fairness of the alcohol lottery in the City of Stockbridge.

For any inquiries or clarification regarding this request, please feel free to contact us at (678)833-3302 or [OT@cityofstockbridge-ga.gov](mailto:OT@cityofstockbridge-ga.gov).

Thank you for your prompt attention to this matter. We are sorry for any inconvenience.

Best regards,

*Uneeda Smith-Sellers*

Uneeda Smith-Sellers  
Business Services Supervisor

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                            |                  |
|--------------------------------------------------------------------------------------------------|------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                  |
| OFFICIAL USE                                                                                     |                  |
| Certified Mail Fee<br>\$                                                                         | Postmark<br>Here |
| Extra Services & Fees (check box, add fee as appropriate)                                        |                  |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                            |                  |
| <input type="checkbox"/> Return Receipt (electronic) \$                                          |                  |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                   |                  |
| <input type="checkbox"/> Adult Signature Required \$                                             |                  |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                  |                  |
| Postage<br>\$                                                                                    |                  |
| Total Postage and Fees<br>\$                                                                     |                  |
| Sent To                                                                                          |                  |
| Street and Apt. No., or PO Box No.                                                               |                  |
| City, State, ZIP+4®                                                                              |                  |
| PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions                     |                  |

9589 0710 5270 1524 8410 53



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

October 13, 2025

### FUNDING SOURCE

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

- ☐ GENERAL FUND/POLICE DEPT.
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ TRAFFIC CAMERA FUND
- ☐ BONDING

ACCOUNT TRANSFER FROM: 212-32100-542500

ACCOUNT TRANSFER TO:

PRESENTER: Chief Frank Trammer

DEPARTMENT: Police Department

ITEM/PROJECT/EVENT: Purchase of Portable Police Radios

Council consideration to approve the purchase of eight (8) Harris XL-200P portable radios from Loudoun Communications at a total cost of \$60,798.10. This is a sole source procurement, as Loudoun Communications is the exclusive authorized distributor of Harris radios in the State of Georgia.

### BACKGROUND INFORMATION:

The Police Department recently expanded operations with the addition of the Code Enforcement Division and Public Safety Officers (PSOs). These personnel are assigned enforcement and reporting responsibilities that require reliable communication resources for safety and operational effectiveness. The original officer upfitting did not include radio equipment for these additional positions. To ensure all personnel have access to secure and dependable communications, the department requires the purchase of eight (8) additional portable radios.

APPROVALS: CITY MANAGER [Signature]

CITY TREASURER [Signature] 9/19/2025

CITY ATTORNEY \_\_\_\_\_

CHIEF OF POLICE Frank Trammer

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 60,798.10

ATTACHMENTS: ☒

BACKGROUND INFORMATION CONTINUED:

**Purchase Request**

The department requests authorization to purchase eight (8) XL-200P portable radios from Loudoun Communications.

Sole Source Justification: Loudoun Communications is the only authorized distributor of Harris radios in Georgia. As such, this purchase qualifies as a sole source procurement. Sole source letter included as attachment.

**Funding**

Sufficient funding is available through the designated Traffic Camera Fund budget to support this purchase.

**Recommendation**

Approval is requested to authorize the purchase of eight (8) XL-200P portable radios from Loudoun Communications to ensure all enforcement and safety personnel are properly equipped with critical communications resources.



**JUSTIFICATION FOR SOLE SOURCE PURCHASE**  
**(\$50,000.01 or above requires City Council Approval)**

**PURCHASE REQ. NO.:** \_\_\_\_\_ **TOTAL COST:** \$60,798.10

**VENDOR NAME:** Loudoun Communications Inc.

**DESCRIPTION:** Portable public safety radios and radio programming.

**PURPOSE:** Portable radios for routine and emergency public safety communications.

**JUSTIFICATION:** The Stockbridge Police Department is connected to the Henry County radio and dispatch system. Loudoun Communications is the L3 Harris radio vendor for Henry County and is the sole provider with access to Henry County's programming templates and encryption profiles. Henry County will not send that information out to other vendors. Without access to these templates and profiles, radios cannot be programmed or integrated into the system for use.

**LOCATION:** Stockbridge Police Department

**GL Account Number:** 32100-542500 212  
Number Project#

**Department Head:** Frank Trammer Frank Trammer  
Type/Print Name Signature

\_\_\_\_\_  
Date

**Procurement Manager:** \_\_\_\_\_  
Type/Print Name Signature

\_\_\_\_\_  
Date



L3HARRIS TECHNOLOGIES, INC.

Communication Systems  
221 Jefferson Ridge Parkway  
Lynchburg, VA USA 24501-6952  
Phone 1-800-368-3277

L3Harris.com

July 11th, 2024

Stockbridge Police Department  
4545 N Henry Blvd  
Stockbridge, GA 30281

**Subject: Loudoun Communications Inc., L3Harris Authorized Service Center and Sole Source Provider**

This letter serves as written confirmation that Loudoun Communications Inc. is a L3Harris Dealer and Gold Level Channel Partner in good standing with L3Harris Technologies, Inc. As such, Loudoun Communications Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris partner agreement.

Additionally, Loudoun Communications Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Any services or repairs provided on L3Harris PSPC products by parties who do not hold ASC certification will automatically void the product warranty.

In addition to the above, Loudoun Communications Inc. is authorized as the service provider for the Stockbridge Police Department and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

**Chris Johnson**  
**Southeast Channel Manager**  
**COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES**  
Mobile: +1-434-485-2090  
ACTION-URGENCY-EXCELLENCE



# Sales Proposal

5680 Stitcher Court  
Douglasville GA 30134  
Phone: (770) 948-9566  
Fax: (770) 948-9532

## Two-Way Radios \* Data Communications \* 911 Consoles \* Sirens

By: Alex Coker

Email: Alex@Loudouncomm.net

Date: 2025-09-11

No: LC- 15805

| Qty | Model       | Description                                         | Price ea.     | Total         |
|-----|-------------|-----------------------------------------------------|---------------|---------------|
| 8   | XL-PPM1M-NA | PORTABLE,XL-200P,PKP,BLK,US,NA                      | \$3,650.00    | \$29,200.00   |
| 8   | XL-PL8T     | FEATURE, LTE                                        | \$1,350.00    | \$10,800.00   |
| 8   | XL-PL5K     | FEATURE,PROFILE OTAP OVER-THE-AIR PRGM              | \$395.00      | \$3,160.00    |
| 8   | XL-FW2X     | OPERATION,LOAD NIFOG PERSONALITY                    | \$0.01        | \$0.08        |
| 8   | XL-PL4F     | FEATURE,P25 PHASE 2 TDMA                            | \$275.00      | \$2,200.00    |
| 8   | XL-PL8Y     | FEATURE, ENCRYPTION LITE                            | \$0.01        | \$0.08        |
| 8   | XL-PKG8F    | FEATURE,256-AES,64-DES ENCRYPTION                   | \$785.00      | \$6,280.00    |
| 8   | XL-PKGPT    | FEATURE PACKAGE,P25 TRUNKING                        | \$1,800.00    | \$14,400.00   |
| 8   | XL-PKGMR    | OPTION,IMMERSIBLE RADIO OPERATION                   | \$265.00      | \$2,120.00    |
| 8   | XL-PL4L     | FEATURE,SINGLE BAND 7/800                           | \$0.01        | \$0.08        |
| 8   | XL-PA3V     | BATTERY,LI-ION,3100 MAH                             | \$175.00      | \$1,400.00    |
| 8   | XL-NC8F     | ANTENNA,WHIP,1/4 WAVE,762-870MHZ                    | \$45.00       | \$360.00      |
| 8   | XL-AE4B     | SPEAKER MICROPHONE,EMER BUTTON                      | \$255.00      | \$2,040.00    |
| 8   | XL-HC3L     | BELT CLIP,METAL                                     | \$35.00       | \$280.00      |
| 8   | XL-ZN7V     | COVER,SIDE CONNECTOR,XL-200P                        | \$6.00        | \$48.00       |
| 8   | XL-CH6F     | CHARGER, SINGLE BAY +                               | \$250.00      | \$2,000.00    |
| 8   | BM-PKGCL-XL | PKG,1 XL VIRTUAL / BEON XL RADIO LICENSE            | \$365.00      | \$2,920.00    |
| 8   | XL-HC6Y     | CASE,LEATHER,2.5IN BELT LOOP,D-SWIVEL,HC            | \$65.00       | \$520.00      |
| 8   | XL-PA3V     | BATTERY,LI-ION,3100 MAH                             | \$175.00      | \$1,400.00    |
| 96  | SB-SV3W     | Verizon Priority (Frontline) Line of Service Points | \$11.00       | \$1,056.00    |
| 16  | SB-SV3V     | Verizon Priority data (1GB)                         | \$13.00       | \$208.00      |
| 1   | SERVICE     | Programming                                         | \$220.00      | \$220.00      |
| 1   | DISCOUNT    | L3Harris 26% State Contract Discount                | (\$19,814.14) | (\$19,814.14) |



**Sales Proposal**

5680 Stitcher Court  
Douglasville GA 30134  
Phone: (770) 948-9566  
Fax: (770) 948-9532

**Two-Way Radios \* Data Communications \* 911 Consoles \* Sirens**

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By: Alex Coker      Email: [Alex@Loudouncomm.net](mailto:Alex@Loudouncomm.net)      Date: 2025-09-11    No: LC- 15805

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Quotation To:  
Company: Stockbridge Police Department  
Address: 4545 N. Henry Blvd.

|              |             |
|--------------|-------------|
| Equipment    | \$60,798.10 |
| Sales Tax    | \$0.00      |
| Installation | \$0.00      |
| Deposit      | \$0.00      |
| Total Sale   | \$60,798.10 |

Stockbridge    GA 30281  
Attn: Asst. Chief Richard Godfrey  
Email: [rgodfrey@cityofstockbridge-ga.gov](mailto:rgodfrey@cityofstockbridge-ga.gov)  
Phone: (470) 473-0051  
Fax:

(Pricing valid for 30 days from proposal date)  
(Shipping may be additional if not included in Proposal)





**CONTRACT AMENDMENT # 3  
RENEWAL # 2  
REMAINING RENEWALS # 1**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date listed below.

| <b>STATE OF GEORGIA CONTRACT</b>      |                                                |
|---------------------------------------|------------------------------------------------|
| <b>State Entity's Name:</b>           | Department of Administrative Services ("DOAS") |
| <b>Supplier's Full Legal Name:</b>    | Allan Vigil Ford Lincoln Inc.                  |
| <b>Contract No.:</b>                  | 99999-001-SPD0000183-0005                      |
| <b>Solicitation No./Event ID:</b>     | 99999-SPD0000183                               |
| <b>Solicitation Title/Event Name:</b> | Police Pursuit and Special Service Vehicles    |
| <b>Contract Award Date:</b>           | 9/13/2021                                      |
| <b>Current Contract Term:</b>         | 1/4/2024 – 1/3/2025                            |

**WHEREAS**, the Contract is in effect through the Current Contract Term as defined above; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

| <b>NEW CONTRACT TERM</b>                    |          |
|---------------------------------------------|----------|
| <b>Beginning Date of New Contract Term:</b> | 1/4/2025 |
| <b>End Date of New Contract Term:</b>       | 1/3/2026 |

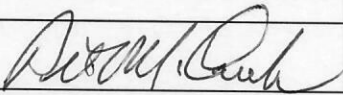
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

**CONTRACT NUMBER:** 99999-001-SPD0000183-0005

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF,** the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

|                                                                 |                                                                                    |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:<br/>(PLEASE TYPE OR PRINT)</b> | ALLAN VIGIL FORD LINCOLN INC                                                       |
| <b>Authorized Signature:</b>                                    |  |
| <b>Printed Name and Title of Person<br/>Signing:</b>            | PETER MCCORMACK<br>COMMERCIAL SALES MANAGER                                        |
| <b>Date:</b>                                                    | 09/18/2024                                                                         |
| <b>Company Address:</b>                                         | 6790 MT ZION BLVD, MORROW, GA 30260                                                |

**STATE ENTITY**

|                                                      |                                                                                     |
|------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Authorized Signature:</b>                         |  |
| <b>Printed Name and Title of Person<br/>Signing:</b> | Jim Barnaby<br>Deputy Commission – State Purchasing                                 |
| <b>Date:</b>                                         | 10/30/2024                                                                          |
| <b>Company Address:</b>                              | 200 Piedmont Avenue, S.E.<br>Suite 1804, West Tower<br>Atlanta, Georgia 30334-9010  |



**State of Georgia**  
**STATEWIDE CONTRACT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**Electronic Request for Quotes (“eRFQ”)**  
**Event Name: Police Pursuit & Special Service Vehicles**  
**eRFQ (Event) Number: 99999-SPD-SPD0000183**

## **1. Introduction**

### **1.1. Purpose of Procurement**

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quote (“eRFQ”) is being issued to establish multiple statewide contracts with multiple qualified Suppliers who will provide Police Pursuit Vehicles, Special Service Vehicles (SSV) and associated police vehicle options and preparation (prep) packages. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contracts (if any) will be a “Mandatory” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions, colleges and universities. The statewide contract(s) will also be available on a convenience basis to Georgia and other State’s Governmental entities such as state authorities, local governments, municipalities, cities, townships, counties, and other political subdivisions of the State of Georgia. In addition, the contract will be available on a convenience basis to other state’s entities and other state’s local municipalities. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

The scope of this eRFQ is to establish, through fair and open competition among Suppliers, a comprehensive supply base that can deliver every Police Pursuit and Special Service Vehicles on the market, inclusive of Electric or Alternatively Fueled Police Vehicles, to meet the current and future operational needs of a broad demographic of state and local government users who require quality products/service, timely and effective delivery, and high levels of customer care during and after the sale. This commodity group is divided into two (2) categories: Police Pursuit Vehicles and Special Services Vehicles. Each category is composed of independent line items of vehicles desired. The State seeks quotes from Suppliers who can deliver vehicles identified in one or more-line items, for one or both categories, to Authorized Users in the 12 regions within the State of Georgia. Authorized users of the contract have historically had a high demand for top-quality police vehicles and timely, effective, and exemplary customer service. The awarded Supplier(s) will enjoy the benefit of receiving direct orders from the authorized users as well as the availability of their product offerings on Team Georgia Marketplace, the State’s e-procurement solution.

To facilitate this initiative, the State desires to make each model of Police Pursuit and Specialty Service Vehicles, listed in the table below, available for purchase under any resultant contract(s):

|                                               |
|-----------------------------------------------|
| <b>Police Pursuit Vehicles (PPV)</b>          |
| <b>General Motors</b>                         |
| Chevrolet Tahoe                               |
| <b>Ford</b>                                   |
| Ford Police Interceptor Utility (Hybrid)      |
| Ford F-150 Police Responder                   |
| <b>DODGE</b>                                  |
| Dodge Charger Pursuit                         |
| Dodge Durango Pursuit                         |
| <b>Special Services Vehicles</b>              |
| <b>General Motors</b>                         |
| Chevrolet Tahoe                               |
| Chevrolet Silverado                           |
| Chevrolet Express Van                         |
| <b>Ford</b>                                   |
| Ford Prisoner Transport Van                   |
| Ford Expedition Max                           |
| Ford F-150 Special Service                    |
| <b>DODGE</b>                                  |
| Dodge Durango SSV                             |
| Dodge Ram Pro Master 1500 136" High Roof      |
| Dodge Ram 1500 Pick Up Truck                  |
| <b>Electric/Alternatively Fueled Vehicles</b> |
| Electric Police Vehicle                       |
| Propane Police Vehicle                        |
| CNG Police Vehicle                            |

In addition, pursuant to this eRFQ, Suppliers are also requested to make other equipment, options, and accessories, including police vehicle preparation packages for identified vehicle models, available for purchase under any resultant contract.

Lastly, this eRFQ is designed to add new Police Pursuit and Special Service Vehicles that become available on the market, that were not available during this solicitation period, throughout the terms of the resulting contract(s), and to delete any vehicles that the manufacturer phases out of production.

**1.1.1. Process for Adding or Deleting Vehicles from Contract:** In order to ensure fairness and competitiveness, the process for adding new vehicles to the contract will be:

- 1) DOAS may solicit price quotes for the new proposed base vehicle(s) from all Suppliers that were deemed responsible and responsive for the same brand of vehicles in this solicitation and whom are authorized dealers of proposed vehicles.
- 2) The state will benchmark quoted prices to ensure competitive pricing and select the lowest

price quote(s) for the proposed vehicle.

- 3) All other pricing elements will be the same as like vehicles previously awarded i.e. delivery rates, options at dealer actual cost plus 1%, early pay discount if offered etc...

To delete vehicles from the contract, that have gone out of production, the awarded Supplier(s) must notify the State that the manufacturer has stopped production of the vehicle(s) by submitting notification from the Manufacturer(s) that the vehicle(s) are out of production.

The final decision to add new vehicles rest solely with DOAS.

#### **1.1.2. Small Business**

The State is committed to supporting small business entities by utilizing strategies which help create opportunities for Georgia's small businesses to be part of statewide contracts. The State encourages large companies who participate in the solicitation process and are awarded a statewide contract to consider partnering with small business entities through business to business (B2B) relationships/arrangements in product delivery to state agencies. Doing so has multiple advantages, for example 1) B2B relationships with small business helps stimulate growth with small business, 2) the dollars spent with small business are often recycled in the local communities where the small business resides, thus stimulating growth in the local economy, and 3) large companies who have a corporate social responsibility (CSR) program may satisfy goals of their CSR program through partnerships with small business entities.

#### **1.2. Estimated Spend**

DOAS has determined through spend analysis encompassing the past three fiscal years (FY18-FY20), that Authorized Users of the current statewide contract spent approximately \$15.3 M annually on a combination of Police Pursuit and Special Services Vehicles. This historical spend is based on purchasing activity by Authorized Users across the state associated with the existing statewide contract for police vehicles.

| Spend Per FY18-FY20 |                     |
|---------------------|---------------------|
| Fiscal Year         | Spend               |
| FY18                | \$11,795,788        |
| FY19                | \$15,610,149        |
| FY20                | \$18,363,572        |
| <b>Total</b>        | <b>\$45,769,509</b> |

In order to provide Suppliers greater inside into the spend, the following information depicts the brand and types of vehicles sold during the last completed contract FY and the type entity purchasing vehicles from the current Police Pursuit and Special Service Vehicles contract. A breakout of the specific types of vehicles purchased during FY 20 (July 1, 2020 thru June 30, 2021), are depicted in the table below:



| Quantities Sold Per Vehicle FY18-FY20 |               |               |                 |                  |             |              |                 |            |
|---------------------------------------|---------------|---------------|-----------------|------------------|-------------|--------------|-----------------|------------|
| PPV/SSV                               | Dodge Charger | Dodge Durango | Chevrolet Tahoe | Chevrolet Impala | Ford Sedans | Ford Utility | Ford Expedition | Ford F-150 |
| FY18                                  | 586           | 5             | 3               | 55               | 6           | 63           | 1               | 0          |
| FY19                                  | 324           | 32            | 89              | 11               | 26          | 94           | 0               | 2          |
| FY20                                  | 463           | 11            | 113             | 0                | 0           | 56           | 0               | 5          |
| Totals                                | 1,373         | 48            | 205             | 66               | 32          | 213          | 1               | 7          |

Lastly, the percentage of spend breakout by entity is provided for FY 20 as represented below:

Spend Breakout by Entity

Local Municipalities 55%

State Entities 43%

Board of Regents 2%

Although award of this contract does not guarantee any specific volume of purchases from Authorized Users, the awarded Supplier(s) can expect significant sales volume based on historical spending patterns and growth (outlined above) which are anticipated to be sustainable throughout the term of any resultant contract. DOAS expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes, reduced administrative expense and increased efficiency resulting from consolidation of multiple government entities into a single purchasing base, expanded product offerings, other enhancements, and the anticipated substantial growth in sales to local government entities. Growth in sales is anticipated because the awarded Supplier(s) of any resulting statewide contract will receive maximum exposure for their products/services through Team Georgia Market Place, the State's e-Procurement environment coupled with an increased emphasis on collaborative marketing efforts of the Supplier and the State Purchasing Division.

### 1.3. Electronic Records and Signatures

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all Suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFQ. Electronic competitive sealed bid will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bid meet the sealed bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

### 1.4. Overview of the eRFQ Process

The objective of the eRFQ is to select a group of qualified Suppliers to provide the goods and/or services outlined in this eRFQ to the Authorized Users. This eRFQ process will be conducted to gather and evaluate responses from Suppliers for potential award(s). All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ

process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS will make multiple awards. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”.

### 1.5. Schedule of Events

The schedule of events below represents DOAS’ best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the contract term on an as needed basis with or without notice.

| Description                                                                                                                                                                                                                  | Date                                                     | Time          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------|
| Release of eRFQ                                                                                                                                                                                                              | As Published on the Georgia Procurement Registry (“GPR”) | N/A           |
| Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.                                                                                                                              | 19 April 2021                                            | 5:00 p.m. ET  |
| Bidders Conference Location: Online Microsoft Teams Meeting<br><br>(Hold down Control key and click on link)<br><a href="#">Click here to join the meeting</a><br><br><b>Attendance is: Optional but strongly encouraged</b> | 13 April 2021                                            | 10:00 a.m. ET |
| Responses to Written Questions                                                                                                                                                                                               | 22 April 2021                                            | 5:00 p.m. ET  |
| Responses Due/Close Date and Time                                                                                                                                                                                            | 30 April 2021                                            | 5:00 p.m. ET  |
| Evaluation Completed (on or about)                                                                                                                                                                                           | [2] to [3] Weeks after closing                           | N/A           |
| Finalization of Contract Terms                                                                                                                                                                                               | [3] to [4] Weeks after Closing or Nine calendar days     | N/A           |
| Notice of Intent to Award* [NOIA] (on or about)                                                                                                                                                                              | [1] to [2] Weeks after Closing                           | N/A           |
| Notice of Award [NOA] (on or about)                                                                                                                                                                                          | 10 calendar days after NOIA                              | N/A           |

### 1.6. Official Issuing Officer

**Billy Gilbert**  
**404-657-4277**  
[billy.gilbert@doas.ga.gov](mailto:billy.gilbert@doas.ga.gov)

## 1.7. Definition of Terms

Please review the following terms:

**Dealer Actual Cost** –The actual cost for vehicle option, accessory or preparation package billed to the dealer by the manufacturer.

**Supplier(s)** – Companies desiring to or currently doing business with the State of Georgia.

**Police Vehicle Preparation Package(s):** Package (s) of upgrades to the vehicle, installed by the manufacturer, that gives the police vehicle specific or enhanced capabilities to operate in a police or police pursuit environment (i.e. : police floor console, front and rear corner LED lamps, front and rear wire harnesses, power distribution center, siren speaker with bracket, trunk tray and trunk cooling fan to the base police vehicle: Pricing includes the manufacturer's installation costs.

**Early Pay Discount:** The discount applied to the price of the vehicle if the Authorized User pays for the vehicle in full within 20 days from the date of receipt of a correct invoice.

**Fixed pricing:** Pricing that is fixed for a designated contract period and may be adjusted periodically per Producer Price Index (PPI). Note: *All vehicles in the bid response are fixed prices.*

**Finished Goods PPI:** The U.S. Department of Labor Producer Price Index used to show the change in the selling price of goods sold to a consumer.

**Producer Pricing Index (PPI);** A family of indexes, provided by the U. S. Department of Labor, that measures the average change in the cost of direct materials received by domestic producers of goods and services over a predetermined period, which can be retrieved from <http://www.bls.gov>.

**Small Businesses:** Refers to a business which is independently owned and operated with either fewer than 300 employees or less than \$30 million in gross receipts per year.

**State Entity** – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFQ.

Any special terms or words which are not identified in this eRFQ Document may be identified separately in one or more attachments to the eRFQ. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFQ.

## 1.8. Contract Term

The initial term of the statewide contract is for 2 calendar years from the execution date of the contract. DOAS shall have 3 one (1) year option(s) to renew, which options shall be exercisable at the discretion of DOAS and the Awarded Supplier. Renewal will be accomplished through the issuance of Notice of Award Amendment. If the statewide contract, if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded Suppliers, extend the statewide contract for such period as may be necessary to permit the State's continued supply of the identified products and/or services. The statewide contract may be amended in writing from time to time by mutual consent of the parties. Unless this eRFQ states otherwise, the resulting award of the statewide contract does not guarantee volume or a commitment of funds.

## 2. Instructions to Suppliers

By submitting a response to the eRFQ, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### 2.1. General Information and Instructions



#### **2.1.1. Team Georgia Marketplace™ Registration System**

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at [https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDING\\_PAGE.GBL](https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDING_PAGE.GBL)

#### **2.1.2. Restrictions on Communicating with Staff**

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Suppliers' conference (if any), or as defined in this eRFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the response of any supplier violating this provision.

#### **2.1.3. Submitting Questions**

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFQ. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFQ*

Question #2 Question, *Citation of relevant section of the eRFQ*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

#### **2.1.4. Attending Bidders Conference**

The Bidders Conference or any other information session (if indicated in the schedule of events) will be held online as referred to in Section 1.4 "Schedule of Events" of this eRFQ. Unless indicated otherwise, attendance is not mandatory; although bidders are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the bidder must attend the conference in its entirety to be considered eligible for contract award. The bidder is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. DOAS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all bidders are strongly encouraged to arrive early to allow for unexpected travel contingencies.

#### **2.1.5. State's Right to Request Additional Information - Supplier's Responsibility**

Prior to an award, DOAS must be assured that the selected supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the supplier's ability to perform, if awarded, DOAS has the option of requesting from the supplier any information deemed

necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

#### **2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will not be considered. Responses must be complete in all respects, as required in each section of this eRFQ.

#### **2.1.7. Rejection of Responses; State's Right to Waive Immaterial Deviation**

DOAS reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of DOAS to reject responses **that do not contain all elements and information requested in this eRFQ**. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by DOAS on a case-by-case basis.

#### **2.1.8. State's Right to Amend and/or Cancel the eRFQ**

DOAS reserves the right to amend this eRFQ prior to the end date and time. Any time a change is made to the eRFQ, the eRFQ will be temporarily "un-posted" from the Team Georgia Marketplace™ to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFQ will be posted to the Team Georgia Marketplace™. The eRFQ will possess the same solicitation number; however, the eRFQ will contain a new version number. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFQ at any time.

#### **2.1.9. Protest Process**

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

#### **2.1.10. Costs for Preparing Responses**

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the supplier's sole responsibility. The State will not provide reimbursement for such costs.

#### **2.1.11. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

#### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After issuance of the Notice of Intent to Award (or the Notice of Award in the event the State does not issue the Notice of Intent to Award) ), or after a solicitation has been cancelled following evaluation, without intent to rebid, requests for access to public records, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including but not limited to, cost estimates, proposals/bids, evaluation criteria, supplier proposals, evaluation documents, negotiation documents, offers and counter offers, and records revealing preparation to the procurement, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure. The State is allowed to assess a charge for search, retrieval, redaction, and to defray the cost of reproducing documents as permitted under O.C.G.A § 50-18-71(c)(1).

#### **2.1.12.1. Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret”**

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary”, or “Trade Secret” and specify the statutory exemption. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

#### **2.1.12.2. Submission of Redacted Copies**

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under the Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", “trade secret” etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

### 2.1.12.3. Trade Secret

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include **with its bid/proposal submission, an affidavit indicating the specific information** that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. A sample affidavit template is provided as an attachment to this solicitation; however, use of the sample affidavit template does not guarantee that all requirements of the Open Records Act have been met. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. See *State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp.* 306 Ga. App. 487; 702 S.E. 2d 486 (2010).

### 2.1.13. Registered Lobbyists

By submitting a response to this eRFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

### 2.1.14. Supplier Debriefing Process

For all solicitations issued on or after November 1, 2020 that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from DOAS in accordance with the *Georgia Procurement Manual*, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge DOAS's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the *Georgia Procurement Manual*, Section 6.6.

## 2.2. Submittal Instructions

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials identified in Section 2.1.1 “Team Georgia Marketplace™” of this eRFQ to ensure the Supplier successfully submits a response to this eRFQ.

### 2.2.1. eRFQ Released

The release of the eRFQ is formally communicated through the posting of this eRFQ as an event in the Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: <https://ssl.doas.state.ga.us/gpr/>

This eRFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a Supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a Supplier to build and save a response over time until the Supplier is ready to submit the completed response. Each Supplier interested in competing to win a statewide contract award must complete and submit a response to this eRFQ using Team Georgia Marketplace™. Therefore, each Supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

[http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

### 2.2.2 eRFQ Review

The eRFQ (or “Sourcing Event”) consists of the following: this document, entitled “Statewide eRFQ Document”, and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the Supplier may open and save all the available documents. In this location, the Supplier is most likely to find this document (Statewide eRFQ Document) as well as the documents referenced in Section 4 “eRFQ Bid Factors.” Please thoroughly review all provided Event Attachments.
2. Second, documents may also be provided at the “line detail” level of the Sourcing Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
  - a. First Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
  - b. Second Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost/Pricing”) as well as any other documents provided with respect to the identified line items. Please thoroughly review all provided attachments.

### 2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that DOAS can easily organize and navigate the Supplier’s response.

**Uploaded Filenames should be: Document Name, Date and Name of Submitting**



**Company. i.e. 'Police Vehicle Cost Worksheet 4-2-2013 ABC Company'**

5. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

#### **2.2.4. Uploading Forms**

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by DOAS under the "View Event Attachments" link. Once the supplier has completed the Event Attachments, the supplier can then select "Add New Attachments" to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the "View/Add General Comments & Attachments" link of the Sourcing Event. To the right of each question or bid factor, the supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

#### **2.2.5. Reviewing the Response Prior to Submission**

Each Supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is

no substitute for careful preparation and review by the Supplier. The State will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of its response.

#### 2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFQ be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier. Please note that submission is not instantaneous; therefore, each Supplier must **allow ample time for its response to be submitted prior to the deadline.**

#### 2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFQ event number and the "View/Edit" feature for the Supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response; the Supplier may select "View/Edit". Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. Thus, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the Supplier should save its progress by selecting "Save for Later." Once revisions are complete, the Supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise revise the submitted response or the Supplier's inability to resubmit a response prior to the eRFQ end date and time.

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid.** Thus, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system. In the event a Supplier desires to withdraw its response after the closing date and time, the Supplier must submit a request in writing to the Issuing Officer.

#### 2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, Suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices

are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: [ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov).

### 3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all the identified requirements of this Section and Section 4 and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

#### 3.1. Periodic Performance/Sales Reports

If selected for award, the Supplier shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The Supplier agrees to provide all data requested in a flat file format as designated by DOAS' contract administrator.

##### 3.1.1 Quarterly Sales Reports: Sales by Product Number Reports

Statewide sales by customer account number and product number, including the information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity shipped, list price, unit price, total spend, year-to-date quantity shipped, year-to-date spent, year-to-date frequency of order is required quarterly. The information must be provided in a flat file format. Reports will be submitted quarterly in accordance with section 3.5 of the eRFQ. A copy of the Supplier's Quarterly Sales Report is provided at **Attachment K** by the fifteenth (15th) calendar day of the following month.

#### 3.2. Business Review Meetings

If selected for award, the Supplier must participate in business review meetings at DOAS' request. During the scheduled meetings, the Supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Supplier and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Supplier service "scorecard."

#### 3.3. Virtual Catalog

##### Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be



identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/fags#How>.

4. DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the Supplier. **Whether hosted or punch-out, the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).**
  - a. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
  - b. Punch-Out Catalog. By providing a punch-out catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, Offeror agrees to maintain a single Punchout site and be able to provide the appropriate contract id on each item returned to SciQuest. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Offeror also agrees to provide e-Quote functionality to facilitate volume discounts.
5. Minimum Requirements: Whether the Supplier is providing a hosted catalog or a punch-out catalog, the Supplier agrees to meet the following requirements:
  - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
  - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
  - c. The Catalog must include a State-specific contract identification number; and
  - d. The catalog must include detailed product line item descriptions; and
  - e. The catalog must include pictures when possible;\* and
  - f. The catalog must include any additional DOAS content requirements.\*\*
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1<sup>st</sup> of the month and will go into effect in the Virtual Catalog on the 1<sup>st</sup> day of the following month (i.e. file received on 1/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the Virtual Catalog on 1/01/10).
  - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
  - a. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. [orders@company.com](mailto:orders@company.com)) that is monitored during normal business hours.
  - b. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

\*Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to [www.winzip.com](http://www.winzip.com) to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
  - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
  - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.
- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
  - 30 pixels (H) x 70 pixels (W)
  - 50 pixels (H) x 115 pixels (W)
  - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, SciQuest and DOAS will work with the Supplier to determine the best solution for advertising the Supplier's offering.

\*\* Existing suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. SciQuest does not prohibit 'private' catalogs, but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, SciQuest's technical documentation will be provided to the Supplier after (1) the Supplier has been formally invited by DOAS to join the Virtual Catalog and (2) the Supplier has joined the SciQuest supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest at no additional cost to the Supplier. Supplier agrees that Supplier's statewide contract pricing includes any and all costs to the Supplier in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through SciQuest. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's SciQuest catalog, the awarded supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded supplier; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Suppliers' Conference.

### 3.4. State of Georgia P-Card/ePayable Program

Suppliers are not required to accept the State Purchasing Card (P-Card) for payment of vehicles sold under this solicitation and any resulting contract(s).

The methods of payment for this solicitation and any resulting contracts are 1) Check, 2) Automatic Funds Transfer (AFT) via wire or Automated Clearing House (ACH) and 3) P-Card (Subject to Supplier acceptance).

The method(s) of payment, deemed acceptable by the successful Supplier(s), will be noted in the pricing documentation which will be communicated to the authorized users of the resulting contract(s).

Should the awarded Supplier(s) elect to accept the P Card as a method of payment, acceptance will be based on the knowledge that DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Contractor shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. All purchases made by Authorized Users representatives utilizing State of Georgia PCards shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

If selected for award, the supplier chooses to accept the PCard, the Supplier shall keep the State of Georgia PCard numbers confidential and shall not disclose the State of Georgia PCard numbers except as expressly authorized by DOAS. The supplier represents that State of Georgia PCard numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. Supplier shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia PCard Numbers or (2) supplier's failure to maintain compliance with the Payment Card Industry Data Security Standard in the supplier's contract performance. Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for the PCard in resolving any issues or disputes concerning the use of the State of Georgia PCards pursuant to this statewide contract.

### 3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1%.** **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING.** All suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded supplier ("Contractor") and remitted to DOAS in accordance with the following paragraphs.

- a. Quarterly Payment and Sales Reporting Requirements. DOAS and Contractor agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from the state customer. The Fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below:

| DOAS' Fiscal Quarters | Months                                              | Contractor's Payment Due Date                                                               |
|-----------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------|
| Quarter 1             | July 1 <sup>st</sup> – September 30 <sup>th</sup>   | <u>November 15<sup>th</sup></u>                                                             |
| Quarter 2             | October 1 <sup>st</sup> – December 31 <sup>st</sup> | <u>February 15<sup>th</sup></u>                                                             |
| Quarter 3             | January 1 <sup>st</sup> – March 31 <sup>st</sup>    | <u>May 15<sup>th</sup></u>                                                                  |
| Quarter 4             | April 1 <sup>st</sup> – June 30 <sup>th</sup>       | <u>August 15<sup>th</sup></u>                                                               |
| -----                 | -----                                               | <u>30 calendar days following the termination of this Statewide Contract for any reason</u> |

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, Contractor shall remit a check payable to DOAS for the Fees, which check shall include the note "administrative fee" and the contract number. Contractor shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services  
**Finance & Administration Division**  
Finance and Administration Division Director  
Sloppy Floyd Building  
200 Piedmont Avenue, S.E.  
Suite 1820, West Tower  
Atlanta, Georgia 30334-9010

At the same time, Contractor shall also submit a second copy of the Quarterly Sales Report to the DOAS Issuing Officer. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the

Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- d. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

- e. Default. **THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding Fees and interest.

### 3.6. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including

policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

|                                          |            |
|------------------------------------------|------------|
| Bodily injury by accident - per employee | \$100,000; |
| Bodily injury by disease - per employee  | \$100,000; |
| Bodily injury by disease – policy limit  | \$500,000. |
- 2) Commercial General Liability Policy with the following minimum coverage:

|                                         |              |
|-----------------------------------------|--------------|
| Each Occurrence Limit                   | \$1,000,000  |
| Personal & Advertising Injury Limit     | \$1,000,000  |
| General Aggregate Limit                 | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$ 2,000,000 |
- 3) Automobile Liability

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### **3.7. Bonds and/or Letter of Credit**

Not Applicable

#### **3.7.1 Bid Bond**

Not Applicable

#### **3.7.2 Performance Bond/Letter of Credit**

Not Applicable

#### **3.7.3 Payment Bond**

Not Applicable

### **3.8. Supplier Compliance**

Suppliers responding to this eRFQ and currently holding one or more statewide contracts are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes all quarterly reporting and administrative fee submission requirements. DOAS will not award the resulting statewide contract to a Supplier that has failed to meet its current statewide contract obligations.



### 3.9. Small Business Opportunity

As noted in this RFQ Section 1.1.1. Small Business, The State is committed to supporting small business entities to help create opportunities for Georgia's small businesses to be part of statewide contracts. Accordingly, the State is soliciting input from major market players who participate in the solicitation process and are awarded a statewide contract(s), to consider forming a B2 to B2 relationship with a small business. If your company is awarded a statewide contract, please describe how your company would partner with a small business entity to facilitate a second-tier relationship to stimulate growth with small business. In addition, please provide a list of Georgia Small Businesses that you currently utilize in providing your business solutions. (Definition of a Georgia Small Business is found in Section 1.7 – Definition of Terms)

### 3.10. Marketing and Outreach

Suppliers engaging in Statewide Contracts are expected to incorporate marketing plans **to** grow their Statewide Contract and presence in the marketplace. Responsive bidders to solicitations should identify their marketing plan and the tools they will utilize to accomplish these goals. The marketing plan must be designed to be used throughout the life of the Statewide Contract and should identify, when possible, how they will leverage government conferences to further promote their offerings.

The DOAS State Purchasing Division (SPD) hosts marketing and training trade conferences throughout the year to educate public procurement professionals on the commodities and services available on statewide contracts. SPD also offers educational platforms to learn new techniques and best practices from state and national industry experts, provides marketing, networking, and training opportunities to Statewide Contract Suppliers. The Georgia Procurement Conference is geared towards purchasing professionals. The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. When possible, we have included Exhibitor Expos with booth space that offer significant marketing value and provides exceptional opportunities for statewide Suppliers to market directly to hundreds of attendees. Small Business Symposiums are also offered to small businesses to assist them in networking and learning about the statewide contract experience and opportunities for partnerships.

Additional outreach opportunities could include webinars, product or service spotlights, and participation in periodic business reviews throughout the life of the contract.

### 3.11. Bid/Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the electronically submitted response constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **sixty (60) days** from the final solicitation closing date and that the supplier's response may be held open for a lengthier period of time subject to the supplier's consent; and
4. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

## 4. eRFQ Bid Factors

DOAS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. DOAS will not tailor these needs to fit a particular solution suppliers may have available; rather,

suppliers shall propose to meet the State's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

#### **4.1. Introduction**

All the items described in this section are service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by DOAS/the State's Evaluation Team to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

#### **4.2. Supplier General Information**

Each supplier must complete all of the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

#### **4.3. Mandatory Requirements**

As noted in the preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ. Please note some requirements may require the supplier to provide product sheets or other technical materials.

#### **4.4 General Specifications- Police Vehicles (PPV & SSV)**

**Requirements specified herein shall apply to all police automobiles, light trucks, sport utility vehicles, crossovers, and vans provided to the State of Georgia and its Authorized Users.**

**4.4.1. Design and Specification:** The vehicle shall be the current model year for the line item being bid.. The vehicle specification shall be the manufacturers "Standard Equipment" and must include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

**4.4.1.1. Transmission:** The state reserves the right to reject vehicles that comes with a Standard Transmission as Standard Equipment.



#### 4.4.2. Two Tone Paint

Suppliers must have the capability to apply a two-tone paint scheme to the vehicles that is OEM-Quality according to generally accepted OEM industry paint/finish quality standards. The two-tone paint application shall carry the same warranty length and terms as the manufacturer's warranty coverage for paint/finishes for the same vehicle.

#### 4.4.3 Delivery and Post Delivery

**4.4.3.1. Responsibility for Inspection:** Unless otherwise specified in the contract or purchase order, the Supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia and Authorized Users to further determine conformance with specification requirements for performance, quality standards of workmanship, material, and construction techniques.

**4.4.3.2. Pre-delivery Servicing and Adjustment:** The dealer shall not attach any dealer identification, advertising, or similar material to the vehicle. Prior to acceptance by the state customer, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

1. Focusing of lights
2. Tuning of engine
3. Adjustment of accessories
4. Checking of electrical, braking and suspension systems
5. Charging of battery
6. Alignment of front end
7. Inflation of tires
8. Balancing of all wheels, including the spare
9. Complete servicing of engine, chassis and operating mechanisms with recommended levels and grades of lubricants or fluids for the ambient air temperature at the point and time of delivery
10. Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees f. Protection
11. Servicing of windshield washer reservoir with water and appropriate additives
12. A minimum of 1/4 tank of fuel
13. Documents: each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual, and any other necessary credentials

**4.4.3.3. Warranty:** Suppliers will provide a minimum commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty and rust Warranty will be the Standard Powertrain fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage (including any prorate arrangements), is normally extended to commercial customers, the State shall receive corresponding warranty benefits.

## 5. Cost/Pricing

Each Supplier is required to submit pricing as part of their response. There will be two (2) Cost Workbooks, one (1) for Police Pursuit Vehicles and one (1) for Special Services Vehicles. Each Cost Workbook included in this eRFQ contains an Instructions Tab, a Line Item Listing Tab and a Pricing Tab for each vehicle identified in the Line Item Listing within each Cost Workbook. Please note, there are cost worksheets for alternatively fueled and electric vehicles within the PPV Cost Workbook. Each Cost Worksheet within the PPV Cost Workbooks contain specific vehicle identification for the vehicle being offered by the Supplier. The Supplier MUST be an authorized dealer of each vehicle being offered by the Supplier. Specifically, to be eligible for award, Supplier(s) must, at a minimum, submit proposed pricing for all pricing elements for at least one vehicle in one or both Cost Workbooks

identified as Police Pursuit Vehicles Cost Workbook (**Attachment C**) and Special Services Vehicles Cost Workbook (**Attachment D**).

### 5.1. General Pricing Rules

By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must **include all costs** of performing pursuant to the resulting statewide contract; and
2. Bid containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The Supplier is required to provide net prices. In the event, there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern; and
4. In the event, there is a discrepancy between (1) the Supplier's pricing as quoted on an uploaded, detailed cost worksheet such as an Excel Worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the Sourcing Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the 1<sup>st</sup> year of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract; and
6. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be at the delivery rates submitted in the regional delivery cell for each region in Georgia.
7. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response; and
8. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
9. Unless permitted by the eRFQ, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
10. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

### 5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost format to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's cost be structured as directed in the eRFQ. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's response.

Team Georgia Marketplace™ permits DOAS to Structure the Sourcing Event to allow the Supplier to enter pricing directly into the "Cost Worksheets", DOAS has attached two Cost Workbooks (**Attachments C & D**) for the Supplier to download, complete and then upload as part of the Supplier's response.

The primary cost structure for this eRFQ is based on a firm fixed unit price per line item for each vehicle being offered.

Download the Cost Workbooks, complete the Cost Worksheet for each vehicle being proposed and then upload the workbook by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFQ. Enter all

information directly into the Cost Worksheet(s). Enter numbers on each tab (Cost Worksheet) of the Cost Workbook(s) in “number” (two-place decimal), not “currency” or another format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). A value of zero (0) entered will be interpreted as “no cost”. Prices must be in US Dollars. All pricing cells in the Cost Worksheet(s) should be completed by entering a pricing value for each cell. **Cells left blank may disqualify you from any further award consideration.**

### 5.3 Police Pursuit Vehicles Cost Workbook (Attachment C)

The Police Pursuit Vehicles (PPV) Cost Workbook, **Attachment C**, consists of an Instructions Tab, a Line Items Listings Tab, and five (5) Vehicle Pricing Tabs representing each of the available PPVs on the market. Supplier must complete a minimum of one Cost Worksheet within the PPV Cost Workbook to be evaluated for award. Suppliers may offer more than one brand or line item, however, the Supplier must be an Authorized Dealer for all brands they offer. **Supplier must complete all pricing elements**, for each vehicle offered, in the Cost Worksheets for Police Pursuit Vehicles. For each vehicle model that a Supplier desires to make available for sale pursuant to this eRFQ, the Supplier is REQUIRED to submit:

(1) a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc....) for the base model vehicle; and

(2) a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc....) for ALL Options identified in the Options “Market Basket” section of the Cost Worksheet; and

(3) a percentage for any early or “prompt” payment discount offered for payments received within 20 days (standard payment terms are Net 30); Specifically, if the Supplier decides not to offer an Early Pay Discount, Supplier should enter a zero “0” in that pricing cell. and

(4) a fixed (lump sum) price inclusive of all costs associated with delivering vehicles (ONLY) to Authorized Users within each region identified on the Cost Worksheet. Based on the Regional Map (Attachment L) provided in the eRFQ, the State has identified specific regions within the state for the purpose of determining delivery charges for vehicles purchased under any resultant contract. The regional delivery price should be based on the cost to deliver a single shipment of vehicles (one or more vehicles could comprise a single shipment) within the region. The regional delivery prices submitted for each region will be used in the event of contract award to establish the actual regional delivery price for each region.

**5.3.1. Manufacturers Certificate:** In order for the State to verify the Supplier is an Authorized Dealer of the vehicle(s) offered, Supplier must submit a Manufacturer Certification Letter, **Attachment P**, for each brand of Police Pursuit Vehicles offered (i.e. Chevrolet, Ford, Dodge, etc.).

### 5.4. Special Service Vehicles Cost Workbook (Attachment D)

The Special Service Vehicles (SSV) Cost Workbook, **Attachment D**, consists of an Instructions Tab, a Line Items Listings Tab, and eight (8) Vehicle Pricing Tabs representing each of the available SSVs on the market and three (3) Vehicle Pricing Tabs for Electric or Alternatively Fueled SSVs. Supplier must complete a minimum of one Cost Worksheet within the SSV Cost Workbook to be evaluated for award. Suppliers may offer more than one brand or line item, however, the Supplier must be an Authorized Dealer for all brands they offer. **Supplier must complete all pricing elements**, for each vehicle offered, in the Cost Worksheets for Special Service Vehicles. For each vehicle model that a Supplier desires to make available for sale pursuant to this eRFQ, the Supplier is REQUIRED to submit:

(1) a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc....) for the base model vehicle; and

(2) a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc....) for ALL Options identified in the Options “Market Basket” section of the Cost Worksheet; and

(3) a percentage for any early or “prompt” payment discount offered for payments received within 20 days (standard payment terms are Net 30); Specifically, if the Supplier decides not to offer an Early Pay Discount, Supplier should enter a zero “0” in that pricing cell; and

(4) a fixed (lump sum) price inclusive of all costs associated with delivering vehicles (ONLY) to Authorized Users within each region identified on the cost sheet. Based on the Regional Map (**Attachment L**) provided in the eRFQ, the State has identified specific regions within the state for the purpose of determining delivery charges for vehicles purchased under any resultant contract. The regional delivery price should be based on the cost to deliver a single shipment of vehicles (one or more vehicles could comprise a single shipment) within the region. The regional delivery prices submitted for each region will be used in the event of contract award to establish the actual regional delivery price for each region.

**5.4.1. Manufacturers Certificate:** In order for the State to verify the Supplier is an Authorized Dealer of the vehicle(s) offered, Supplier must submit a Manufacturer Certification Letter, **Attachment P**, for each brand of Special Services Vehicles offered (i.e. Chevrolet, Ford, Dodge, etc.).

## **5.5. Price Escalations/De-escalation and Product Offering**

Supplier pricing must remain firm for 1 year from the date of award. Price increase requests will be reviewed on an annual basis after the twelfth (12) month at contract renewal. Suppliers are limited to one (1) price increase request per year. If price increase requests are submitted with renewal options, the below mentioned price increase methodology will be used to determine any price adjustments. Increase(s) will not exceed the average percentage increase as shown for the previous twelve (12) month period for the US Department of Labor Producer Price Index (PPI) series ID Number: 336110 Automobile and Light Truck Manufacturing. Temporary data will not be used in the evaluation. In the event the increase request exceeds the increase amount allowed by the PPI, Supplier(s) must provide strong justification and invoices from the manufacturer to substantiate. The State must be notified at least ninety (90) days in advance prior to any price change, and the Supplier must have the State's approval before such change may be implemented.

DOAS expects any market reductions to be passed along to the State. If the PPI Series ID reflect a decrease of two percent (2%) or greater for the previous 12 months of activity, prices may be reduced to the State accordingly on an annual basis, and the Supplier(s) will be notified no less than 30 days in advance. Supplier agrees and will comply with this section.

## **5.6. Things to Remember when Responding to Bids**

This document provides information that the Supplier(s) may find helpful when preparing their bid submission. **Attachment M.**

## **6. Evaluation and Award**

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid(s) for each line item in each category. Once the evaluation process has been completed, the apparent successful Supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract. DOAS will announce the results of the eRFQ as described further in Section 6.6. “Public Award Announcement.”

### **6.1. Administrative/Preliminary Review**

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via Team Georgia Marketplace™
2. Response is complete and contains all required documents.

### **6.2. Evaluating Bid Factors/Mandatory (Section 4)**

If the Supplier's response passes the Administrative/Preliminary Review, the Supplier responses to Section 4 “eRFQ Bid Factors” will be reviewed for compliance. Responses to the mandatory requirements will also be reviewed in detail to determine its compliance with mandatory eRFQ requirements. Responses to

mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS and the State's Cross Functional Team will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

### **6.3. Evaluating Cost**

Submitted pricing will be evaluated at the line item level relative to other responses/bids.

To expedite the evaluation process, DOAS reserves the right to analyze pricing independently, but at the same time the Evaluation Team is analyzing Suppliers' compliance with the mandatory requirements. DOAS will utilize "Total Proposed Weighted Bid Price" to determine the most competitive pricing.

In the event DOAS elects to consider awarding to more than one Supplier per line item, DOAS will identify Suppliers pricing with the next lowest "Total Proposed Weighted Bid Price" which will be utilized to determine possible multiple awards per line item. Specifically, in the Special Services Vehicles Category for Alternatively Fueled or Electric Vehicles, DOAS may elect to award to the two (2) or more lowest bids per line item as determined by their Total Proposed Weighted Bid Price.

#### **6.3.1. Georgia Enterprises for Products and Services (GEPS)**

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' bid price(s) with any other Supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

#### **6.3.2. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)**

For the purposes of evaluation only, Supplier's resident in the State of Georgia will be granted the same preference over Supplier's resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bid for the same goods or services by such other state to Supplier's resident therein over Supplier's resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

### **6.4. Selection and Award**

DOAS reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject all responses, in whole or in part; (c) request clarifications from Suppliers; (d) request resubmissions from all Suppliers; and (e) take any other action as permitted by law.

Any contract award(s) resulting from the eRFQ will be made to the lowest "Total Proposed Weighted Bid Price(s)" responsive and responsible Supplier(s) meeting all specifications and with whom DOAS has DOAS reserves the right, to select one or more Suppliers for award and to award individual line items per category to one or more Suppliers, when to do so is in the best interests of the State of Georgia.

### **6.5. Site Visits and Oral Presentations**

DOAS reserves the right to conduct site visits, request product/work samples, or to invite Suppliers to present their product/service solution to the Cross-Functional Team.

### **6.6. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award pending resolution of the protest process. The NOIA will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER



SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is DOAS' public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

## **7. Contract Terms and Conditions**

The statewide contract that DOAS expects to award because of this eRFQ will be based upon the successful Supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful Supplier's final response as accepted by DOAS" shall mean: the response submitted by the Supplier, written clarifications, and any other terms deemed necessary by DOAS, except that no objection or amendment by the Supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the Supplier's objection or amendment in writing.

Please review DOAS' statewide contract terms and conditions prior to submitting a response to this eRFQ. Suppliers should plan on the contract terms and conditions contained in this eRFQ being included in any award as an outcome of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Suppliers to better evaluate the costs associated with the eRFQ and the potential resulting statewide contract.

### **7.1. Exception to Contract**

By submitting a response, each Supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the Supplier's submitted response. If the Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be redlined with comments explaining the rationale for the proposed revision, uploaded, and submitted as part of the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ. Proposed exceptions should be in compliance with Georgia law. For further information regarding contracting with entities subject to DOAS purview, please see SPD-SP060 "Contracting with State Entities" provided as an attachment to this solicitation and located at <http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation#>.

In the event the Supplier is selected for potential award, the Supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Supplier. DOAS reserves the right to proceed to discussions with the next best ranked Supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the Supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

## **8. List of eRFQ Attachments**

The following documents make up this eRFQ. Please see Section 2.2.2 "eRFQ Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be

immediately reported to the Issuing Officer.

- A. **Attachment A:** Statewide eRFQ Police Pursuit and Special Service Vehicles (this document)
- B. **Attachment B:** Mandatory Response Worksheet, Specification Sheets, etc. from Section 4.3. of this eRFQ **(Upload this completed form)**
- C. **Attachment C:** Police Pursuit Vehicle Cost Workbook from Section 5 “Cost/Pricing” of this eRFQ **(Upload this completed form)**
- D. **Attachment D:** Special Service Vehicle Cost Workbook from Section 5 “Cost/Pricing” of this eRFQ **(Upload this completed form)**
- E. **Attachment E:** Supplier Question and Answer Form (Email questions utilizing this form in accordance with the instructions Section 2.1.3. and the timeline in section 1.5 of this eRFQ)
- F. **Attachment F:** Statewide Contract from Section 7 “Contract Terms and Conditions” of this eRFQ **(Upload this signed and completed form)**
- G. **Attachment G:** Contract Exceptions **(Upload this completed form)**
- H. **Attachment H:** Certificate of Non-Collusion **(Upload this completed form)**
- I. **Attachment I:** Tax Compliance Form **(Upload this completed form)**
- J. **Attachment J:** W-9 Form, Updated 2018 version **(Upload a current completed W-9 Form)**
- K. **Attachment K:** Supplier Quarterly Sales Report Template (Section 3.5.)
- L. **Attachment L:** Georgia Regional Delivery Map
- M. **Attachment M:** Things to Remember when Responding to Bids.
- N. **Attachment N:** SPD-SP060 “Contracting with State Entities”
- O. **Attachment O:** SPD-SP044 Sample Trade Secret Affidavit **(Upload if applicable)**
- P. **Attachment P:** Manufacturer Certification **(Upload this completed form)**
- Q. **Attachment Q:** Document Upload Checklist



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

October 13, 2025

### FUNDING SOURCE

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

- ☐ GENERAL FUND/POLICE DEPT.
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ TRAFFIC CAMERA FUND
- ☐ BONDING

ACCOUNT TRANSFER FROM: 212-32100-542200

ACCOUNT TRANSFER TO:

PRESENTER: Chief Frank Trammer

DEPARTMENT: Police Department

ITEM/PROJECT/EVENT: Purchase of Police Department Vehicles

Council consideration to approve the purchase of two (2) 2025 Ford Mustang Mach-E electric vehicles and two (2) 2025 Ford F-150 Police Responder pickup trucks from Allan Vigil Ford (State Contract- SPD0000183-0005) at a cost of \$214,499.00, and five (5) 2025 Chevrolet Tahoe PPVs and one (1) 2026 Chevrolet Silverado 1500 pickup truck from Hardy Automotive Group (State Contract- SPD0000183-0002) at a cost of \$329,922.80, through State Contract.

### BACKGROUND INFORMATION:

The Police Department is requesting approval to purchase ten (10) additional vehicles to replace lost vehicles and address critical operational needs. At present, the department operates 79 vehicles assigned to 79 personnel (68 sworn officers, 4 Code Enforcement Officers, 4 Public Safety Officers, and 3 Crime Scene Investigators). This one-to-one ratio leaves the department with no spare or "pool" vehicles available in the event of breakdowns, collisions, recalls, or extended maintenance.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

CHIEF OF POLICE

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 544,421.80

ATTACHMENTS:



## BACKGROUND INFORMATION CONTINUED:

### **Justification:**

Industry standards recommend that law enforcement agencies maintain a reserve fleet of 10–20% of total assigned vehicles to ensure continuity of operations. Historically, the Police Department maintained a 10% reserve fleet when staffing was based on 62 sworn personnel. However, with the addition of five new sworn positions between 2024 and 2025, no corresponding vehicles were purchased. As a result, the department no longer meets recommended standards and has no reserve capacity, leaving operations vulnerable when vehicles are unavailable due to maintenance, breakdowns, or collisions.

The proposed purchases will begin to correct this shortfall by rotating older, high-mileage vehicles into pool status, establishing the start of a true reserve fleet. These purchases will also replace two lost vehicles—one totaled in a collision and one reassigned to Community Development—bringing the department's fleet back to its intended level.

In addition, this request includes two Ford Mustang Mach-E electric vehicles, which will serve as the first electric units in the City's police fleet. This supports the City's sustainability initiative by reducing long-term fuel costs, lowering environmental impact, and modernizing fleet operations. These purchases are being made through the established statewide contract process, with Allan Vigil Ford and Hardy Automotive Group serving as the designated State Contract holders for these vehicle types.

### **Funding:**

The total purchase cost is **\$544,421.80**, consisting of \$214,499.00 from Allan Vigil Ford (State Contract SPD0000183-0005) and \$329,922.80 from Hardy Automotive Group (State Contract SPD0000183-0002). Funding has been identified in the Police Department's **Traffic Camera Fund**, with no impact to the City's General Fund.

### **Recommendation:**

Staff recommends approval of the purchase of two (2) 2025 Ford Mustang Mach-E electric vehicles, two (2) 2025 Ford F-150 Police Responder pickup trucks, five (5) 2025 Chevrolet Tahoe PPVs, and one (1) 2026 Chevrolet Silverado 1500 pickup truck through the established statewide contract process, for a total cost of \$544,421.80.

**Hardy Chevrolet**  
**2025 Chevrolet Tahoe Pursuit**  
**Colt Deems, Fleet Sales**

| <b>2025 Tahoe - PPV (9C1)</b><br><b>Standard Equipment : 4WD - V8 · Auto · A/C · AM/FM/BT</b><br>· Power Windows · Locks, & Mirrors · Power Drivers Seat<br>5T5 5Y1· Cloth Bucket Seats w/ No Console · Vinyl Rear Seat<br>· Tilt Steering Wheel · Cruise Control · Remote Keyless Entry<br>· Vinyl Floor Covering · Rear View Camera · Auxiliary Battery |                        |                     | \$53,645.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|-------------|
| Available Options:                                                                                                                                                                                                                                                                                                                                        | place "x" if desired   | Cost                |             |
| Admin. 4WD PPV ONLY(Carpet, Console, Remote Start) D07 B30 B58                                                                                                                                                                                                                                                                                            | X                      | \$ 1,263.00         | \$ 1,263.00 |
| Inoperable Inside Door Handle, Windows, Locks 6N6 6N5                                                                                                                                                                                                                                                                                                     |                        | \$ 258.29           | \$ -        |
| Red/White Front Auxiliary Dome Light 6C7                                                                                                                                                                                                                                                                                                                  |                        | \$ 320.00           | \$ -        |
| 2WD Discount ( 9C1 Pursuit)                                                                                                                                                                                                                                                                                                                               |                        | \$ (1,995.50)       | \$ -        |
| 4 Extra Key Fobs/Keys                                                                                                                                                                                                                                                                                                                                     | X                      | \$ 500.00           | \$ 500.00   |
| Spot lamp LED                                                                                                                                                                                                                                                                                                                                             |                        | \$ 904.00           | \$ -        |
| Grill Lamp & Speaker Wiring 6J3                                                                                                                                                                                                                                                                                                                           |                        | \$ 264.00           | \$ -        |
| wheels, 20" machined aluminum wit Charcoal pockets                                                                                                                                                                                                                                                                                                        |                        | \$ 1,500.00         | \$ -        |
| Wig-Wag Head/Tail (factory) 6J7                                                                                                                                                                                                                                                                                                                           | x                      | \$ 130.00           | \$ 130.00   |
| 4WD (5W4 non-Pursuit)                                                                                                                                                                                                                                                                                                                                     |                        | \$ (650.00)         | \$ -        |
| Special Paint                                                                                                                                                                                                                                                                                                                                             |                        | \$ 520.00           | \$ -        |
| Delivery                                                                                                                                                                                                                                                                                                                                                  |                        | \$ 150.00           | \$ -        |
| <b>Exterior Color( Add Number of Units Per Color)</b>                                                                                                                                                                                                                                                                                                     |                        |                     |             |
| GBA                                                                                                                                                                                                                                                                                                                                                       | Black                  | 4                   |             |
| GAZ                                                                                                                                                                                                                                                                                                                                                       | Summit White           |                     |             |
| G6M                                                                                                                                                                                                                                                                                                                                                       | Dark Ash Metallic      |                     |             |
| GXD                                                                                                                                                                                                                                                                                                                                                       | Sterling Grey Metallic |                     |             |
| 9W5 Special Paint Silver Ice (Additional Charge \$520)                                                                                                                                                                                                                                                                                                    |                        |                     |             |
| 9V7 Special Paint Dark Blue Metallic (Additional Charge \$520)                                                                                                                                                                                                                                                                                            |                        |                     |             |
| 5T4 Special Paint RED (Additional Charge \$520)                                                                                                                                                                                                                                                                                                           |                        |                     |             |
| <b>Total Per Unit Price</b>                                                                                                                                                                                                                                                                                                                               |                        | <b>\$55,538.00</b>  |             |
| <b>Total Vehicles Ordered</b>                                                                                                                                                                                                                                                                                                                             |                        | <b>4</b>            |             |
| <b>Total Purchase Order</b>                                                                                                                                                                                                                                                                                                                               |                        | <b>\$222,152.00</b> |             |

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**State Wide Contract # 99999-001-SPD0000183-0002**

**aharris@hardyautomotive.com**

**Cell 770-547-5964 / Office 770-445-9411 x 1204**

**Hardy Chevrolet**  
**2025 Chevrolet Tahoe Pursuit**  
**Colt Deems, Fleet Sales**

| <b>2025 Tahoe - PPV (9C1)</b><br><b>Standard Equipment : 4WD - V8 · Auto · A/C · AM/FM/BT</b><br>· Power Windows · Locks, & Mirrors · Power Drivers Seat<br>5T5 5Y1 · Cloth Bucket Seats w/ No Console · Vinyl Rear Seat<br>· Tilt Steering Wheel · Cruise Control · Remote Keyless Entry<br>· Vinyl Floor Covering · Rear View Camera · Auxiliary Battery |                        |                    | \$53,645.00 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------|-------------|
| Available Options:                                                                                                                                                                                                                                                                                                                                         | place "x" if desired   | Cost               |             |
| Admin. 4WD PPV ONLY(Carpet, Console, Remote Start) D07 B30 B58                                                                                                                                                                                                                                                                                             |                        | \$ 1,263.00        | \$ -        |
| Inoperable Inside Door Handle, Windows, Locks 6N6 6N5                                                                                                                                                                                                                                                                                                      |                        | \$ 258.29          | \$ -        |
| Red/White Front Auxiliary Dome Light 6C7                                                                                                                                                                                                                                                                                                                   |                        | \$ 320.00          | \$ -        |
| 2WD Discount ( 9C1 Pursuit)                                                                                                                                                                                                                                                                                                                                |                        | \$ (1,995.50)      | \$ -        |
| 4 Extra Key Fobs/Keys                                                                                                                                                                                                                                                                                                                                      | x                      | \$ 500.00          | \$ 500.00   |
| Spot lamp LED                                                                                                                                                                                                                                                                                                                                              |                        | \$ 904.00          | \$ -        |
| Grill Lamp & Speaker Wiring 6J3                                                                                                                                                                                                                                                                                                                            |                        | \$ 264.00          | \$ -        |
| wheels, 20" machined aluminum wit Charcoal pockets                                                                                                                                                                                                                                                                                                         |                        | \$ 1,500.00        | \$ -        |
| Wig-Wag Head/Tail (factory) 6J7                                                                                                                                                                                                                                                                                                                            | x                      | \$ 130.00          | \$ 130.00   |
| 4WD (5W4 non-Pursuit)                                                                                                                                                                                                                                                                                                                                      |                        | \$ (650.00)        | \$ -        |
| 1FL Safety Package                                                                                                                                                                                                                                                                                                                                         | x                      | \$ 825.00          | \$ 825.00   |
| Delivery                                                                                                                                                                                                                                                                                                                                                   | x                      | \$ 150.00          | \$ 150.00   |
| <b>Exterior Color( Add Number of Units Per Color)</b>                                                                                                                                                                                                                                                                                                      |                        |                    |             |
| GBA                                                                                                                                                                                                                                                                                                                                                        | Black                  |                    |             |
| GAZ                                                                                                                                                                                                                                                                                                                                                        | Summit White           | 1                  |             |
| G6M                                                                                                                                                                                                                                                                                                                                                        | Dark Ash Metallic      |                    |             |
| GXD                                                                                                                                                                                                                                                                                                                                                        | Sterling Grey Metallic |                    |             |
| 9W5 Special Paint Silver Ice (Additional Charge \$520)                                                                                                                                                                                                                                                                                                     |                        |                    |             |
| 9V7 Special Paint Dark Blue Metallic (Additional Charge \$520)                                                                                                                                                                                                                                                                                             |                        |                    |             |
| 5T4 Special Paint RED (Additional Charge \$520)                                                                                                                                                                                                                                                                                                            |                        |                    |             |
| <b>Total Per Unit Price</b>                                                                                                                                                                                                                                                                                                                                |                        | <b>\$55,250.00</b> |             |
| <b>Total Vehicles Ordered</b>                                                                                                                                                                                                                                                                                                                              |                        | <b>1</b>           |             |
| <b>Total Purchase Order</b>                                                                                                                                                                                                                                                                                                                                |                        | <b>\$55,250.00</b> |             |

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**State Wide Contract # 99999-001-SPD0000183-0002**

**aharris@hardyautomotive.com**

**Cell 770-547-5964 / Office 770-445-9411 x 1204**



**HARDY**  
CHEVROLET BUICK GMC  
CHEVROLET BUICK GMC

**HARDY AUTOMOTIVE FLEET GROUP**

**2026 SILVERADO 1500 - PPV (9C1)**

**Standard Equipment :** 4WD - V8 · Auto · A/C · AM/FM/BT

· Power Windows · Locks, · Cloth Seats w/ vinyl rear with front center seat (20%) delete · Tilt Steering Wheel · Cruise Control · Remote Keyless Entry · Vinyl Floor Covering · Rear View Camera · Auxiliary Battery

\$49,042.80

| Available Options:                                  | place "x" if desired | Cost     |          |
|-----------------------------------------------------|----------------------|----------|----------|
| Admin. Package (Carpet, 60/40 with fold up Console) | X                    | 1,263.00 | 1,263.00 |
| Inoperable Inside Door Handle, Windows, Locks       |                      | 258.29   | 0.00     |
| SPRAY BEDLINER                                      | x                    | 545.00   | 545.00   |
| Z71 PACKAGE                                         | x                    | 985.00   | 985.00   |
| 2" Lift                                             |                      | 500.00   | 0.00     |
| B1J Rear Wheelhouse Liner                           |                      | 140.00   | 140.00   |
| A2X 10-WAY POWER DRIVER SEAT                        | x                    | 290.00   | 290.00   |
| extra keys                                          |                      | 500.00   | 0.00     |
| AKO DEEP-TINTED GLASS FACTORY                       |                      | 264.00   | 0.00     |
| Grill Lamp & Speaker Wiring                         |                      | 264.00   | 0.00     |
| Wig-Wag Head/Tail (factory) 6J7                     | x                    | 130.00   | 130.00   |
| 4WD (5W4 non-Pursuit)                               |                      | -650.00  | 0.00     |
| LED BED LIGHTS                                      |                      | 125.00   | 125.00   |
| VT2 6" STEP BARS BLACK                              |                      | 950.00   | 0.00     |
| Delivery                                            |                      | 150.00   | 0.00     |

**Exterior Color( Add Number of Units Needed Per Color)**

|                                           |         |
|-------------------------------------------|---------|
| Black                                     | _____   |
| Summit White                              | _____   |
| RED HOT                                   | _____   |
| Sterling Gray Metallic                    | 1 _____ |
| special paint(Additional Charge \$500.00) | _____   |

|                               |                    |
|-------------------------------|--------------------|
| <b>Total Per Unit Price</b>   | <b>\$52,520.80</b> |
| <b>Total Vehicles Ordered</b> | <b>1</b>           |
| <b>Total Purchase Order</b>   | <b>\$52,520.80</b> |

**State Wide Contract # 99999-001-SPD0000183-0002**

**cdeems@hardyautomotive.com**

**Cell 706-844-6962 / Office 770-445-9411 x 198 / Fax 770-445-9659**



## Statewide Contract Vehicle Availability

**Please note:**

1. Order Window Open and Close dates are subject to change.

2. Pricing on contract is FIRM, fixed line-item pricing. If a supplier has not amended the contract for the next model year, the previous model year pricing is the maximum base price that customers may be quoted at.

### Police Pursuit and Special Service Vehicles (99999-001-SPD00000183)

| Type                          | Contract #                 | Awarded Supplier    | Vehicle Model                    | Base Price  | ePACT Complaint Option Available    | Order Window Status | Additional Comments |
|-------------------------------|----------------------------|---------------------|----------------------------------|-------------|-------------------------------------|---------------------|---------------------|
| Alt Fuel and Electric Vehicle | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Toyota Camry Hybrid LE, FWD      | \$29,236.00 | <input checked="" type="checkbox"/> | Open                |                     |
| Alt Fuel and Electric Vehicle | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Toyota Highlander Hybrid LE, FWD | \$40,334.00 | <input checked="" type="checkbox"/> | Open                |                     |
| Alt Fuel and Electric Vehicle | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Nissan Leaf (EV)                 | \$29,237.00 | <input checked="" type="checkbox"/> | Open                |                     |
| Special Service Vehicle       | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Chevrolet Tahoe SSV              | \$53,659.00 | <input checked="" type="checkbox"/> | Open                |                     |
| Special Service Vehicle       | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Silverado 1500 SSV               | \$45,861.10 | <input checked="" type="checkbox"/> | Open                |                     |
| Police Pursuit Vehicle        | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Chevrolet Tahoe PPV              | \$54,610.00 | <input checked="" type="checkbox"/> | Closed              |                     |
| Special Service Vehicle       | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Chevrolet Express Van            | \$28,453.68 | <input checked="" type="checkbox"/> | Closed              |                     |
| Police Pursuit Vehicle        | 99999-001-SPD00000183-0002 | Alan Jay Automotive | Silverado 1500 PPV               | \$54,030.00 | <input checked="" type="checkbox"/> | Open                |                     |
| Police Pursuit Vehicle        | 99999-001-SPD00000183-0002 | Alan Jay Automotive | Chevrolet Blazer PPV             | \$54,504.00 |                                     | Open                |                     |
| Police Pursuit Vehicle        | 99999-001-SPD00000183-0002 | Hardy Chevrolet     | Chevrolet Blazer PPV             | \$55,031.15 |                                     | Open                |                     |





|                               |                           |                 |                               |             |                                     |                |  |
|-------------------------------|---------------------------|-----------------|-------------------------------|-------------|-------------------------------------|----------------|--|
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0002 | Hardy Chevrolet | Silverado 1500 PPV            | \$49,542.80 | <input checked="" type="checkbox"/> | Open           |  |
| Special Service Vehicle       | 99999-001-SPD0000183-0002 | Hardy Chevrolet | Chevrolet Tahoe SSV           | \$52,559.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0002 | Hardy Chevrolet | Chevrolet Tahoe PPV           | \$52,559.00 | <input checked="" type="checkbox"/> | Closed         |  |
| Special Service Vehicle       | 99999-001-SPD0000183-0002 | Hardy Chevrolet | Chevrolet Express Van         | \$40,404.00 | <input checked="" type="checkbox"/> | Closed         |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Durango 5.7L V8         | \$43,994.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Durango 3.6L V6         | \$40,962.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Charger Pursuit V6      |             | <input checked="" type="checkbox"/> | 2027 MY Coming |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Charger Pursuit V8      |             | <input checked="" type="checkbox"/> | 2027 MY Coming |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0004 | Family Ford     | Ford Mustang Mach E, RWD (EV) | \$49,385.00 | <input checked="" type="checkbox"/> | Open           |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0005 | Allan Vigil     | Ford F-250 (CNG) 6.8L         | \$43,000.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0005 | Allan Vigil     | F-150 Police Responder        | \$50,482.00 | <input checked="" type="checkbox"/> | Open           |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0005 | Allan Vigil     | Ford F-350 (CNG) 6.8L         | \$45,725.00 | <input checked="" type="checkbox"/> | Open           |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0006 | Wade Ford       | Ford F150 (Hybrid)            | \$52,471.00 | <input checked="" type="checkbox"/> | Open           |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0006 | Wade Ford       | Ford F150 LIGHTNING           | \$48,443.00 | <input checked="" type="checkbox"/> | Open           |  |
| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0006 | Wade Ford       | Ford Transit BEV WTY          | \$52,913.90 | <input checked="" type="checkbox"/> | Closed         |  |



|                         |                           |                    |                                 |             |                                     |        |                                                      |
|-------------------------|---------------------------|--------------------|---------------------------------|-------------|-------------------------------------|--------|------------------------------------------------------|
| Police Pursuit Vehicle  | 99999-001-SPD0000183-0006 | Wade Ford          | Ford Police Interceptor Utility | \$48,359.00 | <input checked="" type="checkbox"/> | Closed |                                                      |
| Special Service Vehicle | 99999-001-SPD0000183-0006 | Wade Ford          | Ford Expedition Max             | \$56,313.00 | <input checked="" type="checkbox"/> | Closed | Can only be ordered as an XLT or higher trim upgrade |
| Special Service Vehicle | 99999-001-SPD0000183-0007 | Ginn Motor Company | Chevrolet Express Van           |             | <input checked="" type="checkbox"/> | Closed | Unavailable due to low allocation                    |
| Police Pursuit Vehicle  | 99999-001-SPD0000183-0007 | Ginn Motor Company | Chevrolet Tahoe PPV             |             | <input checked="" type="checkbox"/> | Closed | Unavailable due to low allocation                    |
| Police Pursuit Vehicle  | 99999-001-SPD0000183-0007 | Ginn Motor Company | Chevrolet Tahoe SSV             |             | <input checked="" type="checkbox"/> | Closed | Unavailable due to low allocation                    |





Date: 08/29/2025 11:20 AM  
Salesperson: Jonathan Simmons  
Manager: MIKE BROWN/DAVID SHINN

FOR INTERNAL USE ONLY

|               |                                                         |             |                |
|---------------|---------------------------------------------------------|-------------|----------------|
| BUSINESS NAME | CITY OF STOCKBRIDGE                                     | Home Phone: | (404) 474-1232 |
| CONTACT       |                                                         |             |                |
| Address :     | 4640 NORTH HENRY BLVD<br>STOCKBRIDGE, GA 30281<br>HENRY | Work Phone: |                |
| E-Mail :      | Cell Phone: (404) 862-3743                              |             |                |

|           |                          |              |              |
|-----------|--------------------------|--------------|--------------|
| VEHICLE   |                          |              |              |
| Stock # : | SMA33895                 | New / Used : | New          |
| VIN :     | 3FMTK3R76SMA33895        | Mileage :    | 7            |
| Vehicle : | 2025 Ford Mustang Mach-E | Color :      | SHADOW BLACK |
| Type :    | Premium 4dr 4x2          |              | K3R          |

|           |         |           |  |
|-----------|---------|-----------|--|
| TRADE IN  |         |           |  |
| Payoff :  | VIN :   | Mileage : |  |
| Vehicle : | Color : |           |  |
| Type :    |         |           |  |

|                  |           |
|------------------|-----------|
| Selling Price    | 51,010.00 |
| Discount         | 875.00    |
| Rebate           | 1,500.00  |
| Adjusted Price   | 48,635.00 |
| WINDOW TINT      | 349.00    |
|                  |           |
|                  |           |
|                  |           |
| Total Purchase   | 48,984.00 |
| Trade Allowance  |           |
| Trade Difference |           |
|                  |           |
| Admin Fee        | 799.00    |
| Non Tax Fees     | 102.00    |
| Trade Payoff     |           |
| Cash Deposit     |           |
| Balance          | 49,885.00 |

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.





Date: **08/29/2025 11:17 AM**  
Salesperson: **Jonathan Simmons**  
Manager: **MIKE BROWN/DAVID SHINN**

**FOR INTERNAL USE ONLY**

**BUSINESS NAME** CITY OF STOCKBRIDGE Home Phone: **(770) 389-7900**  
**CONTACT**  
Address : **4640 NORTH HENRY BLVD**  
**STOCKBRIDGE, GA 30281** Work Phone:  
**HENRY**  
E-Mail : **RGODFREY@stockbridgega.org** Cell Phone: **(470) 473-0051**

**VEHICLE**  
Stock # : **SMA46048** New / Used : **New** VIN : **3FMTK3R78SMA46048** Mileage : **8**  
Vehicle : **2025 Ford Mustang Mach-E** Color : **SHADOW BLACK**  
Type : **Premium 4dr 4x2** **K3R**

**TRADE IN**  
Payoff : VIN : Mileage :  
Vehicle : Color :  
Type :

|                  |           |
|------------------|-----------|
| Selling Price    | 51,110.00 |
| Discount         | 875.00    |
| Rebate           | 1,500.00  |
| Adjusted Price   | 48,735.00 |
| WINDOW TINT      | 349.00    |
| Total Purchase   | 49,084.00 |
| Trade Allowance  |           |
| Trade Difference |           |
| Admin Fee        | 799.00    |
| Non Tax Fees     | 102.00    |
| Trade Payoff     |           |
| Cash Deposit     |           |
| Balance          | 49,985.00 |

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.





6790 Mt Zion Blvd  
MORROW, GA  
(678) 364-3673

## Allan Vigil Ford Lincoln DEAL WORKSHEET

E-mail  
Add.  
Phone  
Bus:  
Phone  
Cell:

[RGODFREY@stockbridgega.org](mailto:RGODFREY@stockbridgega.org)

(678) 833-3315

(678) 833-3322

Date: 09/16/2025 Purchaser's Name CITY OF STOCKBRIDGE Phone Res: (678) 833-3322

Address 4640 NORTH HENRY STOCKBRIDGE GA 30281 HENRY  
STREET CITY STATE ZIP CODE COUNTY

I agree to buy 2 x 2026 Ford F-150 Police Responder  
QUANTITY NEW USED YEAR MAKE MODEL/SERIES

Body Type \_\_\_\_\_ Color GRAY Interior \_\_\_\_\_ Tag# \_\_\_\_\_ Decal \_\_\_\_\_

Driver's License# \_\_\_\_\_ Date of Birth //

Stock# TFK91625 Serial# \_\_\_\_\_ Miles 10 Over \_\_\_\_\_

| FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED IN |           |         |      | SUGGESTED RETAIL PRICE |                    |
|------------------------------------------------------|-----------|---------|------|------------------------|--------------------|
| #1 MAKE/MODEL OF TRADE-IN                            | <u>/</u>  |         |      |                        | <b>\$56,915.00</b> |
| YR                                                   | BODY TYPE | MILEAGE | OVER | DISCOUNT               |                    |
| SERIAL#                                              |           |         |      | TOTAL SALES PRICE      | <b>56,915.00</b>   |
| #2 MAKE/MODEL OF TRADE-IN                            | <u>/</u>  |         |      |                        |                    |
| YR                                                   | BODY TYPE | MILEAGE | OVER |                        |                    |

SERIAL#

### SALES WORKSHEET

|                               |                    |  |
|-------------------------------|--------------------|--|
| 1. TOTAL SALES PRICE          | <b>\$56,915.00</b> |  |
| 2. LESS TRADE-IN              |                    |  |
| 3. NET DIFFERENCE             |                    |  |
| 4. ADMINISTRATIVE CHARGES     | <b>\$299.00</b>    |  |
| 5. GA TAVT                    | <b>.00</b>         |  |
| 6. WARRANTY RIGHTS ACT        | <b>\$3.00</b>      |  |
| 7. ETR                        | <b>\$ 79.00</b>    |  |
| 8. Tag Fee                    | <b>\$20.00</b>     |  |
| 9. Other Fees                 |                    |  |
| 10. LIEN ON TRADE-IN          |                    |  |
| 11. SUB TOTAL                 | <b>\$57,316</b>    |  |
| 12. REBATE                    |                    |  |
| 13. LESS CASH                 |                    |  |
| 14. UNPAID BALANCE            | <b>\$57,316</b>    |  |
| 15. EXTENDED SERVICE CONTRACT |                    |  |
| 16. BALANCE                   | <b>\$57,316</b>    |  |
|                               |                    |  |
|                               |                    |  |

BUYER'S SIGNATURE X \_\_\_\_\_

SALESMAN (1) Jonathan Simmons SALESMAN (2) \_\_\_\_\_

Approved By \_\_\_\_\_



CNGP530 VEHICLE ORDER CONFIRMATION 09/16/25 12:44:54

==>

Dealer: F21022

2025 F-150

Page: 1 of 1

Order No: 9425 Priority: M1 Ord FIN: QI733 Order Type: 5B Price Level: 520

Ord PEP: 150A Cust/Flt Name: STOCKBRIDGE PO Number:

RETAIL

RETAIL

W1P F150 POL RESP \$52350 18B BLK PLAT BDS \$255

145" WHEELBASE 425 50 STATE EMISS NC

M7 CARBONIZED GRAY 61P PWR PASSENGER 300

P POLICE SEAT 62E KEYD ALIKE 1435 50

B BLACK 64H 18" ALUM WHEELS 485

150A EQUIP GRP 924 PRIVACY GLASS 100

.XL SERIES SP FLT ACCT CR

998 3.5L V6 GTDI FUEL CHARGE

44G ELEC 10-SPDAUTO DEST AND DELIV 2195

.LT265/70R 18 TOTAL BASE AND OPTIONS 55915

.3.31 ELEC LOCK TOTAL 55915

7075# GVWR \*THIS IS NOT AN INVOICE\*

JOB #2 ORDER

FRT LICENSE BKT NC

17R REAR DOOR INOP 180

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00509



## Statewide Contract Vehicle Availability

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| Police Pursuit and Special Service Vehicles (99999-001-SPD00000183) |                            |                     |                                  |             |                                     |                     |                     |
|---------------------------------------------------------------------|----------------------------|---------------------|----------------------------------|-------------|-------------------------------------|---------------------|---------------------|
| Type                                                                | Contract #                 | Awarded Supplier    | Vehicle Model                    | Base Price  | ePACT Complaint Option Available    | Order Window Status | Additional Comments |
| Alt Fuel and Electric Vehicle                                       | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Toyota Camry Hybrid LE, FWD      | \$29,236.00 | <input checked="" type="checkbox"/> | Open                |                     |
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| Police Pursuit Vehicle                                              | 99999-001-SPD00000183-0001 | Alan Jay Automotive | Chevrolet Tahoe PPV              | \$54,610.00 | <input checked="" type="checkbox"/> | Closed              |                     |
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|                               |                           |                 |                               |             |                                     |                |  |
|-------------------------------|---------------------------|-----------------|-------------------------------|-------------|-------------------------------------|----------------|--|
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| Special Service Vehicle       | 99999-001-SPD0000183-0002 | Hardy Chevrolet | Chevrolet Express Van         | \$40,404.00 | <input checked="" type="checkbox"/> | Closed         |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Durango 5.7L V8         | \$43,994.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Durango 3.6L V6         | \$40,962.00 | <input checked="" type="checkbox"/> | Open           |  |
| Police Pursuit Vehicle        | 99999-001-SPD0000183-0003 | Akins Ford LLC  | Dodge Charger Pursuit V6      |             | <input checked="" type="checkbox"/> | 2027 MY Coming |  |
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| Alt Fuel and Electric Vehicle | 99999-001-SPD0000183-0006 | Wade Ford       | Ford Transit BEV WTY          | \$52,913.90 | <input checked="" type="checkbox"/> | Closed         |  |





|                         |                           |                    |                                 |             |                                     |        |                                                      |
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