



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL WORK SESSION

December 5, 2018

Immediately following 9:00 am City Council Meeting

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. Discussion on the Establishment of a Housing Authority
2. Resolution to Establish the Stonecrest Overlay District Steering Committee
3. Discussion on LMIG (Local Maintenance Improvement Grant)
4. Grice Professional Services Agreements for SPLOST Program Management and Comprehensive Transportation Plan Services
5. Discussion on City Council 2019 Meeting Dates

III. MAYOR AND COUNCIL COMMENTS:

IV. ADJOURNMENT:

V. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on the Establishment of a Housing Authority

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |
| | |) |

Work Session: 12/05/2018

SUBMITTED BY: Attorney Kurtie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



General Basics for Establishment of a Housing Authority

1. Georgia law provides that in each city and in each county of the state there is created a public body corporate and politic to be known as the "housing authority" of the city or county;
2. That authority will not transact any business or exercise its powers until or unless the governing body of the city or the county, as the case may be, by proper resolution declares that there is need for an authority to function in such city or county.
3. The determination as to whether there is such need for an authority to function may be made by the governing body on its own motion or may be made by the governing body upon the filing of a petition signed by 25 residents of the city or county, as the case may be, asserting that there is need for an authority to function in such city or county and requesting that the governing body so declare.
4. The governing body declares that there is need for a housing authority in the city or county, as the case may be, if it finds (a) that insanitary or unsafe inhabited dwelling accommodations exist in such city or county; or (b) that there is a shortage of safe or sanitary dwelling accommodations in such city or county available to persons of low income at rents they can afford.
5. In determining whether dwelling accommodations are unsafe or insanitary, the governing body may take into consideration the degree of overcrowding, the percentage of land coverage, the light, air, space, and access available to the inhabitants of such dwelling accommodations, the size and arrangement of the rooms, the sanitary facilities, and the extent to which conditions which endanger life or property by fire or other causes exist in such buildings.
6. Once the governing body of a city adopts a resolution declaring the need for a housing authority, it shall promptly notify the mayor of such adoption. Upon receiving such notice, the mayor shall appoint five persons as commissioners of the authority created for such city. In the event the mayor fails or refuses to submit appointments within 30 days after notice from the governing body of approval of a resolution of necessity or termination of existing appointments, the governing body may appoint the commissioners of the authority created for such city. A certificate of the appointment or any reappointment shall be filed with the clerk of the city.
7. In any city other than a city with a population of greater than 350,000 or a population between 95,000 and 130,000, the mayor shall appoint, in addition to the five (5) required commissioners, one or two additional commissioners of whom at least one is directly assisted by the public housing authority in such city and who shall be known as a resident commissioner.

Each resident commissioner shall be appointed for initial and subsequent terms of office of one year and shall have full voting rights.

8. In his or her appointment, the Mayor designates who shall serve as the initial chair of the Board of Commissioners.

9. The terms of the initial members of the Board shall be 1, 2, 3, 4 & 5 years respectively. Thereafter the terms are 5 years. The resident commissioner serves a 1 year term.

10. Commissioners can be reappointed as many times as the Mayor determines.

11. Commissioners receive no compensation for their service.

12. No commissioner may be an officer or employee of the city.

13. Meetings of the members of the Board of Commissioners are governed by the Open Records and Open Meetings act of Georgia.

14. Once adopted by the governing body, the resolution of the governing body conclusively establishes the existence of the housing authority and that the housing authority is authorized to transact business.

15. At least once a year, an authority shall file with the clerk a report of its activities for the preceding year and shall make recommendations with reference to such additional legislation or other action as it deems necessary in order to carry out the purposes of this article.

16. All housing projects of an authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which the housing project is situated.



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Establish the Stonecrest Area Overlay District Steering Committee

- | | | |
|--|--|--|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input checked="" type="checkbox"/> RESOLUTION | <input type="checkbox"/> OTHER |

Work Session: 12/05/2018

SUBMITTED BY: Council Members Clanton and George Turner

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**A RESOLUTION OF THE CITY OF STONECREST, GEORGIA,
TO ESTABLISH THE STONECREST AREA OVERLAY DISTRICT
STEERING COMMITTEE OF THE CITY OF STONECREST, GEORGIA**

WHEREAS, the City of Stonecrest was created by Senate Bill 208, passed in the Georgia General Assembly during the 2016 Session and subsequently confirmed by referendum; and

WHEREAS, Senate Bill 208 provided a charter for the City of Stonecrest (the “City Charter”); and

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions and rights necessary or desirable to promote the general welfare of the City and its inhabitants; and

WHEREAS, Section 3.01(a)(9) of the City Charter gives the Mayor the power to establish oversight and policy committees of the city council; and

WHEREAS, Section 2-137 of Chapter 2 of the Code of the City of Stonecrest, Georgia provides that the mayor may establish advisory committees; and

WHEREAS, in 2001 the DeKalb County Board of Commissioners created the Stonecrest Area Overlay District, also known as the Stonecrest Compatible Use Overlay District; and

WHEREAS, the 2013 Stonecrest Livable Communities Initiative Plan (the “Stonecrest LCI Plan”) is a planning study for the central part of the Stonecrest Area Overlay District which was approved by the DeKalb County Board of Commissioners as part of the County’s Comprehensive Plan; and

WHEREAS, in 2014 the DeKalb County Planning & Sustainability Department established the Stonecrest Area Overlay District Task Force (the “Overlay Task Force”); and

WHEREAS, the members of the Overlay Task Force were business and nonprofit stakeholders in the Stonecrest Area Overlay District; and

WHEREAS, the Overlay Task Force was created to recommend revisions to the text, map and Design Guidelines of the entire Stonecrest Area Overlay District, in order to implement the Stonecrest LCI Plan; and

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION 2018- _____

WHEREAS, the Overlay Task Force met for approximately two (2) years, and during that period drafted recommendations to revise the text and map of the Stonecrest Area Overlay District; and

WHEREAS, the work and recommendations of the Overlay Task Force were postponed when the City of Stonecrest was created; and

WHEREAS, the Stonecrest City of Council has adopted a Zoning Code and official zoning maps, including text, map and Design Guidelines of the City's Stonecrest Overlay Area District; and

WHEREAS, the official map of the City's Stonecrest Area Overlay District includes most of the County Stonecrest Area Overlay District from prior to adoption of the City's Zoning Code; and

WHEREAS, the text of the City's Stonecrest Area Overlay District is, with certain exceptions, comparable to the text of the County Stonecrest Area Overlay District prior to adoption of the City's Zoning Code; and

WHEREAS, the Design Guidelines of the County Stonecrest Area Overlay District have been incorporated by reference as the Design Guidelines of the City's Stonecrest Area Overlay District; and

WHEREAS, members of the former Overlay Task Force have asked the City of Stonecrest to establish a steering committee which would resume and complete the work of the Overlay Task Force; and

WHEREAS, the City has received requests to revise the text and map of the City's Stonecrest Area Overlay District on a piecemeal basis; and

WHEREAS, the City Council finds that the public health, safety and welfare of the citizens of Stonecrest, as well as the interests of the City's Stonecrest Area Overlay District and its stakeholders, will best be served by appointing a Stonecrest Area Overlay District Steering Committee which will be comprised of public and private stakeholders in the City's Stonecrest Overlay District who will build on the work of the former Overlay Task Force and will use a

holistic, rather than a piecemeal, approach to drafting recommended revisions of the text, map and Design Guidelines of the City's Stonecrest Area Overlay District on an expedited basis;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stonecrest, Georgia, as follows:

**SECTION I.
ESTABLISHMENT AND AUTHORIZATION OF THE
STONECREST AREA OVERLAY DISTRICT STEERING COMMITTEE**

1. There is hereby established the Stonecrest Area Overlay District Steering Committee of the City of Stonecrest, Georgia (the "Stonecrest Overlay Committee").
2. One or more councilmembers may be a member of the Stonecrest Overlay Committee.
3. The city manager or a designee shall oversee the meetings of the Stonecrest Overlay Committee and shall be an ex-officio, non-voting member of the Stonecrest Overlay Committee.

**SECTION II.
DUTIES**

1. The Stonecrest Overlay Committee shall study and research City matters of interest and import related to the City's Stonecrest Area Overlay District (the "Stonecrest Overlay"), and shall report recommendations to the City Council regarding revising the text, map, and Design Guidelines of the Stonecrest Overlay, no later than December 31, 2018. The Stonecrest Overlay Committee may thereafter, from time to time, offer additional written recommendations to the City Council regarding the Stonecrest Overlay.
2. Members must attend two-thirds of the Stonecrest Overlay Committee meetings in a calendar year. Failure to do so warrants removal from the Stonecrest Overlay Committee.

**SECTION III.
MEMBERSHIP**

1. Except as provided in subsection (2) of this Section III, the Mayor shall establish qualifications for members of the Stonecrest Overlay Committee. Each committee person shall be nominated by the Mayor and approved by the City Council.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION 2018-_____

2. Each Stonecrest Overlay Committee member must be either a resident of the City; a member of the City Council; or an owner or officer of a business or nonprofit corporation domiciled within Stonecrest in the Stonecrest Overlay. For purposes of this Resolution, the term "domiciled" means:

- A. Properties or businesses which are located in the Stonecrest Overlay; or
- B. Persons or corporations doing a substantial part of their business in the Stonecrest Overlay; or
- C. A representative of the Stonecrest Business Alliance Incorporated, or
- D. A representative of the Arabia Mountain Heritage Area Alliance, Inc.

3. Should the Stonecrest Overlay Committee member move out of the City or no longer be an owner or an officer of a business domiciled in the City, he/she may remain active until the Mayor and City Council appoint his/her replacement.

**SECTION IV.
TERMS**

- 1. Each Stonecrest Overlay Committee member shall serve until the succeeding end of the City's fiscal year. Consecutive terms are permissible.
- 2. Members filling vacancies shall serve the remainder of the term to which they were appointed. A consecutive appointment is permissible. Members whose terms expire shall continue to serve until a replacement is appointed or a consecutive appointment is made.
- 3. Any member may be removed with or without cause by the Mayor.

**SECTION V.
COMPENSATION**

Stonecrest Overlay Committee members will serve without compensation.

**SECTION VI.
QUORUM**

A majority of the actual number of Stonecrest Overlay Committee members shall establish a quorum at the initial meeting. The number of members to establish a quorum may thereafter be specified by that Committee's rules of procedure. Any action taken requires a majority of affirmative votes of the quorum present.

**SECTION VII.
GOVERNANCE**

1. The Stonecrest Overlay Committee shall adopt its rules of procedure, which shall be substantially similar to the rules of procedure of the City Council, and determine its time of meeting. The date and time of each meeting as well as agenda items to be considered shall be publicized in the same manner as meetings of the Mayor and Council.
2. All meetings at which official action is taken shall be open to the public and all records maintained by the Stonecrest Overlay Committee shall be public records unless expressly exempted by a provision of the State's Open Records Act. The Stonecrest Overlay Committee shall keep minutes of its proceedings, showing the vote of each member upon each question, and records of its examinations and other official actions, all of which shall be filed in the office of the City Clerk. Copies of the minutes shall be sent to the Mayor and each member of the City Council. The minutes of the proceedings shall be a public record. This section shall not be construed as prohibiting closed sessions when permitted by the State Open Meetings and Open Records Acts.
3. Expenditures of the Stonecrest Overlay Committee, if any, shall be within the amounts appropriated for the purposes intended by the Mayor and City Council during the annual budgeting process.

**SECTION VII.
INITIAL MEMBERS**

The initial members of the Stonecrest Overlay Committee shall be as follows:

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION 2018- _____

1. Councilman Jimmy Clanton
2. Councilman Rob Turner
3. Councilwoman Diane Adoma
4. Bernard Knight
5. Edwina Clanton
6. Jetha Wagner
7. Jim Kelly
8. Mera Cardenas
9. Steve Hall
10. Robert Burroughs
11. Alan Carlisle
12. Sam Stewart
13. Michèle Battle
14. Christopher Byrd
15. Brad Hughes

This Resolution shall be effective immediately upon its adoption.

SO RESOLVED this the _____ day of _____, 2018

Approved:

Jason W. Lary, Sr., Mayor

Attest:

Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on LMIG (Local Maintenance Improvement Grant)

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 12/05/2018

SUBMITTED BY: Assistant City Manager Plez Joyner

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

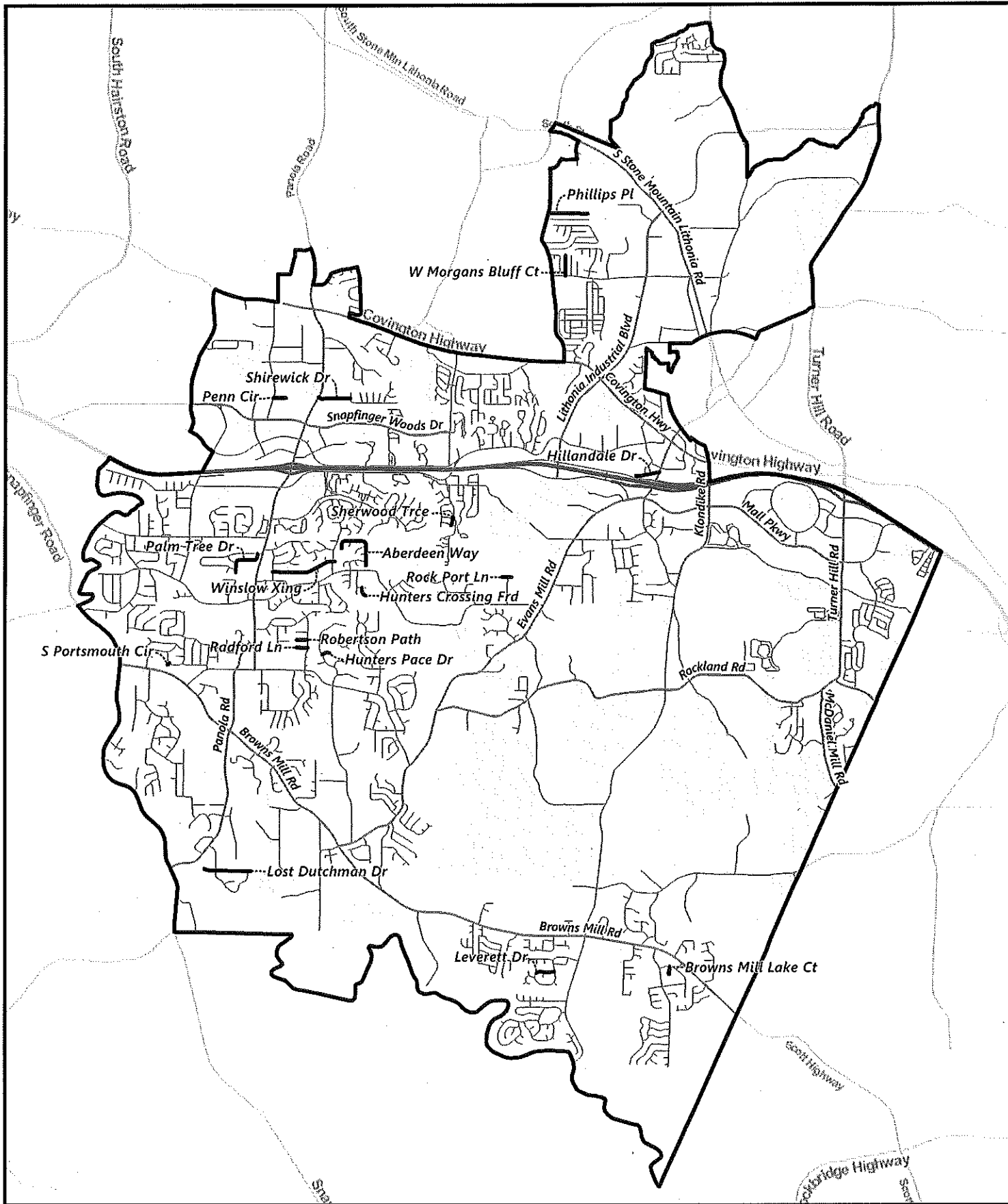
FY 2019 LMIG Stonecrest R

#	ID	STREET	FROM	TO
1	3951	WEST MORGANS BLUFF CT	MARBUT RD	CUL DE SAC @ 2039
2	2646	LEVERETT DR	6083-84 LEVERETT DR	6132-36 LEVERETT DR
3	3226	ABERDEEN WAY	CUL DE SAC @ 3170	3080 ABERDEEN WAY
4	2600	BROWNS MILL LAKE CT	BROWNS MILL LAKE RD	CUL DE SAC
5	3331	WINSLOW CROSSING	PEQUEA DR	DEAD END @ 5552
6	3214	SOUTH PORTSMOUTH CIR	PORTSMOUTH CIR	CUL DE SAC @ 3534
7	3371	SHERWOOD TRACE	TRENT JONES WAY	69' N OF DOGWOOD MNR
8	3256	ROCK PORT LN	ROCK PORT DR	DE E@6140&W@6124
9	3268	ROBERTSON PATH	FANNIN DR	CUL DE SAC @ 5388
10	3267	RADFORD LN	FANNIN DR	CUL DE SAC @ 5386
11	3947	PHILLIPS PL	PHILLIPS RD	CUL DE SAC @ 6437
12	3416	PENN CIR	PARK CENTRAL BLVD	CUL DE SAC
13	3322	PALM TREE DR	PANOLA MILL DR	CUL DE SAC @ 3261
14	2696	LOST DUTCHMAN DR	MINERS CREEK RD	CUL DE SAC & D. E.
15	3284	HUNTERS PACE CIR	HUNTERS PACE DR	CUL DE SAC @ 5510
16	3234	HUNTERS CROSSING FORD	HUNTERS CROSSING CT	CUL DE SAC @ 5687
17	3815	HILLANDALE DR	EVANS MILL RD	W.TO DEAD END
18	3474	SHIREWICK DR	PANOLA RD	SHIREWICK LN

esurfacing List

DeKalb Rating	Length (ft)	Width (ft)	Area (sq ft)	Cost (\$)	Cumulative (\$)
34	980	22	25,724	\$70,072	\$70,072
34	730	23	16,790	\$45,736	\$115,808
33	1076	23	27,932	\$76,087	\$191,895
33	394	24	12,560	\$34,213	\$226,108
33	2868	24	68,832	\$187,498	\$413,607
33	153	22	6,630	\$18,060	\$431,667
33	287	24	6,888	\$18,763	\$450,430
33	402	24	9,648	\$26,281	\$476,711
33	544	23	15,696	\$42,756	\$519,467
33	554	23	15,926	\$43,382	\$562,849
33	1810	23	44,814	\$122,073	\$684,922
33	573	27	18,335	\$49,945	\$734,867
33	1710	24	44,144	\$120,248	\$855,115
33	2236	25	58924	\$160,509	\$1,015,624
33	380	20	11024	\$30,029	\$1,045,654
33	513	23	14983	\$40,814	\$1,086,467
33	1204	20-50	41642	\$113,433	\$1,199,900
32	1448	24	34752	\$94,664	\$1,294,564

TOTAL: \$1,294,565



PROPOSED RESURFACING

2019 LMIG APPLICATION





CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on Contract for Professional Services and Program Management Services

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 12/05/2018

SUBMITTED BY: City Attorney

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

CONTRACT FOR PROFESSIONAL SERVICES

PROGRAM MANAGEMENT SERVICES

Program

CONTRACT FOR SPLOST PROJECT MANAGEMENT PROFESSIONAL SERVICES

This CONTRACT made and entered into this ____ day of _____, 2018 by and between the City of Stonecrest, Georgia (Party of the First Part, hereinafter called the "City"), and Grice Consulting, LLC, a Georgia limited liability company (Party of the Second Part, hereinafter called the "Grice").

WHEREAS, the City is desirous of engaging Grice to perform project management professional services with respect to projects (the "Projects") to be developed by the City funded through proceeds of the Special Purpose Local Option Sales Tax ("SPLOST") approved by the voters of the City and DeKalb County in November, 2017; and,

WHEREAS, has represented to the City that it possesses the requisite experience to perform SPLOST project management services; and

WHEREAS, Grice is desirous of performs such project management professional services for the City.

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. TERM:

The services to be performed under this Contract shall commence on January 1, 2019_____. The initial term of this Contract shall be through December 31, 2021____. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2019/2018 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. This Contract may be automatically renewed on an annual basis for one additional twelve-month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to Grice of termination and non-renewal by October 1 of the Contract year. ~~This Contract will terminate on December 31, 20__.~~

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated into this Contract by reference:

Exhibit A: General Conditions

Exhibit B: Fees/Rate

Exhibit C: Scope of Services—~~Transportation Planning, Construction Contract Management, Public Safety and Parks~~

Exhibit D: Form of Construction Management Contract ~~Description of the Projects~~

Exhibit E: Drug Free Workplace

Exhibit F: Purchasing Policy Addendum

Exhibit G: Immigration Compliance Certificate

Exhibit H: ~~Critical Services Time Path~~

3. PERFORMANCE:

Grice agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work"). Where used herein, the term "Grice" shall include all of subcontractors of Grice if otherwise not so stipulated herein.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay Grice for the actual quantity of work performed. The amount shown on Exhibit B is the total obligation of the City pursuant to O.C.G.A section 36-60-13(a)(3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule shown on Exhibit B. The City agrees to pay Grice following receipt by the City of a detailed invoice, reflecting the actual work performed by Grice.

5. INDEMNIFICATION AND HOLD HARMLESS:

Section 13 of Exhibit A---General Conditions are incorporated herein by reference.

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

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon thirty (30) days prior written notice to Grice of Grice's default in the performance of any term of this Contract unless said default has been cured within said notice period. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR FUND APPROPRIATION:

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

89. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, Grice 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. Grice 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. Grice 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 subcontractor Grice, if the foregoing provisions shall not apply to contracts or ~~subsubcontractors~~ Grices for standard commercial supplies of raw materials.

409. ASSIGNMENT:

Grice shall not 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.

104. 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.

112. 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.

123. 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.

134. MERGER CLAUSE:

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

(Signatures Next Page)

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

Stonecrest, GEORGIA

By: _____
Jason Lary, Sr.
Mayor
City of Stonecrest, Georgia

ATTEST:

[CITY SEAL]

Brenda James
City Clerk

APPROVED AS TO FORM:

Thompson Kurrie, Jr., City Attorney

GRICE:

GRICE CONSULTING, LLC

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:
(Seal)

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide the work to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Fees/Rate attached hereto as Exhibit "B".

2. REGULATIONS

- 2.1 Grice 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 Grice 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, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, Grice shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. Grice shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.

3. [OMITTED]

4. GRICE'S PERSONNEL

- 4.1 Grice and each of its subcontractors will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Grice and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 Grice and each of its subcontractors shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Grice and each of its subcontractors shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. Grice has reviewed the City's drug-free procedures and agrees to follow such procedures. ~~Results of all such drug tests are to be retained by Grice. Copies shall be provided to the City, if requested.~~
- 4.4 ~~Grice and each of its subcontracts will run credit and background checks on each management or financial employee to such extent such credit checks and background checks are performed by its vendor Jacobs Engineering Group, Inc. ("Jacobs") with respect to its employees performing services for the City. Results of all such credit and background tests are to be retained by Grice. Copies shall be provided to the City, if requested.~~
- 4.5 The City Representative shall have the right to reasonably request any employee of Grice or any of its subcontractors be prohibited or reasonably limited, in any manner, from performing services for the City. The City Representative shall notify Grice should any personnel or employment problem arise with regard to any such person performing services under this Contract. The notification shall include the known facts which give rise to the problem, and may include a request by the City that such employee be transferred or otherwise reassigned out of service to the City.
- 4.6 Grice's and each of its subcontractor'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.

Omitted

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

4.8 **[OMITTED]**

4.9 Designation of Project Manager - Grice shall designate a Project Manager acceptable to the City for all purposes related to the work. The initial Project Manager shall be John Funny-~~XXXXXXXXXX~~.

4.9.1 The Project Manager shall be fully responsible for Grice meeting all its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of each Project.

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

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

4.10 If Grice replaces a proposed team member, Grice shall replace that team member with a new 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 any Project.

5. **OMITTED**

6. **PERFORMANCE REQUIREMENTS**

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

6.2 Grice's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

6.3 Dates for commencement and completion of work shall be coordinated with Plez Joyner, City's- Representative (the "City Representative") or such other person designated by the City Manager. Matters relating to the services and work shall be directed by Grice to the City Representative. Any inquiries directed to Grice from City officials shall be referred by Grice to the City Representative for response.

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

6.5 Grice shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. Grice 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 or stored on any Project site at any time.

7. **CONFIDENTIAL INFORMATION**

7.1 While performing the Contract work, Grice may gain access to security-sensitive and other sensitive information of the City with the consent of the City Manager.

- 7.2 Grice agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of Grice's non-disclosure obligations.
- 7.3 Grice shall seek the City's prior written consent before using for any purpose other than the fulfillment of Grice's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 Grice shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as Grice employs and takes to protect its own information, but in no event, shall Grice use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, Grice shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, Grice shall remove daily all waste materials and debris from, 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. During the Term, Grice may use the Councilmember's conference room and such furnishings and equipment as may be provided by the City.

9. SAFETY AND PROTECTION

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

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay Grice, subject to any authorized deductions, the applicable fees set forth for each service included in Exhibit C, Scope of Services, delivered or performed, as the case may be, by Grice to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay Grice the within 30 days after the City's receipt of the payment request the fee payable to Grice determined in the manner provided in Exhibit B. Grice shall invoice the City for all amounts payable by Grice to approved subcontractors of Grice, accompanied by such supporting documentation and other backup material as the City may reasonably require. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) and all past due amounts owed by Grice 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, amounts owed to Grice hereunder.
- 10.3 Grice shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 10.4 Grice shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and material prepared by Grice for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of Grice's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. 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 more than that due under the terms of this Contract.
- 10.6 Grice shall be obligated to pay promptly all proper charges and costs incurred by Grice for its labor, its materials and its expenses incurred for the work performed hereunder.

- 10.7 Grice shall submit all invoices to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd., Suite 190, Stonecrest, GA 30058.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 Grice shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed always. 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 Grice's performance of its obligations and functions hereunder; Grice shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 Grice shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 11.3 Grice shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to Grice's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

12. GRICE'S LIABILITY

Grice shall be responsible for the prompt payment of any fines imposed on the City or Grice by any other federal, state or local governmental agency because of Grice'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 Grice under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 **Non-Professional Services Indemnity.** Grice shall indemnify, defend and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of loss of any property of the City, or any property of, injury to or death of any person resulting from the negligent acts or omissions of Grice's members, managers, directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the City's negligence or by the joint negligence of the City and any of its, officers, agents, employees, licensees, or invitees of the City, or (ii) arising out of or in connection with the failure of Grice to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Grice, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Grice or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give Grice reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Grice or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section 13.1 shall survive the expiration or earlier termination of this Contract with respect to any negligent acts or omissions occurring during the term of the Contract. This Non-Professional Services Indemnity shall not apply to any professional services, as defined in the following paragraph, nor to any act, error, or omission arising out of such professional services. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.

Professional Services Indemnity. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of third parties alleging harm due to the professional services provided by Grice,

to the fullest extent permitted by law, Grice shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, but only to the extent they are found to have been caused by a negligent act, error or omission of Grice or its subcontractors-Grices in the performance of professional services under this Agreement. For the purposes of this Professional Services Indemnity, "professional services" means those services performed by a licensed professional employed by Grice or a person performing such services under the direct supervision of a licensed professional. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of Grice is enjoined due to infringement of another person or entity's intellectual property rights, Grice 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.
- 13.3 Grice shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. Grice shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. Grice will notify the City in writing of any claim made or suit instituted against Grice because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of Grice 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 citizen's 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, of 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 Grice pursuant to this Contract.
- 13.5 In any and all claims against the City, or any of its elected officials, officers, board or commission members, agents, servants or employees, by any employee of Grice, 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 Grice under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for Grice or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. Grice shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect Grice, 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 all liabilities arising out of or about Grice'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 Grice's covenants to and indemnification of the City under the Contract, and

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

13.7.1.1 Self-Insured Retention. Grice'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. Grice's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Grice agrees and shall cause the City their members (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 named insured under such policy or policies of commercial general and automobile liability insurance.

13.7.2 Workers' Compensation and Employer's Liability. If Grice has any employee working on City property, Grice 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 Grice's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Grice is self-insured, Grice shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. Grice 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 Grice from each Project's inception date and until the Statute of Limitations has run for the work done on such Project.

13.7.4 Deductibles. Grice's policies of insurance required by this Section 13.7 may require Grice's payment of a deductible, provided Grice's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Grice pay the deductible prior to its insurer's payment of the claim.

13.7.5 Other Insurance Requirements. All insurance policies required by this Section 13.7 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 14.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon Grice's execution of the Contract. Grice shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in Grice's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability below the minimum limits of insurance required by this Section 13, non-renewal, or cancellation of any insurance coverage, or any increase in Grice's self-insured retention. Prior to the expiration of any such policy, Grice shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. In the event of an adverse material change, Grice shall, within five (5) days after such adverse material change, 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 Grice 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 Grice, immediately terminate this Contract upon written notice to Grice. 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 Grice shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 A surety Bond/Letter of Credit is required for this Contract by ~~any~~ each subcontractor of Grice awarded a construction contract by Grice.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher per 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, then the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of Grice's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of Grice's work hereunder. Both parties agree that, should any Contract Adjustments be made, Grice'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 Grice and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should Grice and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation because any Contract Adjustment made necessary or appropriate because of the mismanagement, improper act, or other failure of Grice, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 Grice shall perform all 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, relatives, management, or employees common to Grice; or any other party that can 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, Grice shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and Grice performs or remedies any obligations or functions which the subcontractor fails to perform properly.
- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between Grice and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to Grice. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 16.3 If Grice employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to Grice for work performed by a subcontractor) shall be submitted to the City by Grice and the City shall pay all compensation to Grice. It shall be the sole responsibility of Grice to deal with a subcontractor with

respect to the collecting and submission of invoices and the payment of compensation. In no event, shall the City have any obligation or liability hereunder to any subcontractor, including any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 If:

- 17.1.1 Grice shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (if notice of the first failure shall have been given to Grice, but whether Grice shall have remedied any such failure); or
- 17.1.2 Grice 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 Grice of a written notice of such breach or default; or
- 17.1.3 Grice's occupational or business license shall terminate or Grice 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
- 17.1.4 Grice fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time specified by a provision of this Contract; or
- 17.1.5 Grice 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 creditors, 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
- 17.1.6 Grice 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
- 17.1.7 there is any assignment by Grice of this Contract or any of Grice's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 Grice shall default on any other agreement entered by and between Grice and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to Grice. In the event that the City terminates this Contract for default, or Grice abandons or wrongfully terminates the Contract, Grice 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 Grice hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by Grice to the City), but Grice 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 Grice'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.

- 17.2 Bankruptcy and Liquidation - In the event Grice (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 not dismissed 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 Grice or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages 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, Grice or the bankruptcy trustee or receiver, Grice 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 rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Representative. The City Representative 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 ~~event~~, shall the City Representative 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.

19. ASSIGNMENT

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

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to Grice may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to Grice'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 Grice, or three (3) days following submission to Grice by U.S. Certified Mail.

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

The City:

City of Stonecrest, GA
ATTN: City Manager
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30058

with a copy to:

Thompson Kurrie, Jr., City Attorney
Coleman Talley LLP
3475 Lenox Rd., N.E., Suite 400
Atlanta, GA 30326

Grice:

Grice Consulting, LLC
ATTN: John Lunny
1201 W. Peachtree St., N.E.
Suite 600
ATLANTA, GA 30309

with a copy to:

Bruce P. Brown, Esq.
Floataway Business Complex
1123 Zonolite Road NE, Suite #6
Atlanta, GA 30306

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

21. NONDISCRIMINATION

21.1 During the performance of this Contract, Grice, for itself, its assignees and successors in interest agrees as follows:

- 21.1.1 Compliance with Regulations. Grice shall comply with the Laws 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.
- 21.1.2 Nondiscrimination. Grice, regarding 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. Grice shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by Grice 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 Grice of Grice's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 21.1.4 Information and Reports. Grice 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. Where any information required of Grice is in the exclusive possession of another who fails or refuses to furnish this information, Grice shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5 Sanctions for Noncompliance. In the event of Grice's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 ~~Withholding~~ Withholding of payments to Grice under the Contract until Grice complies, and/or

21.1.5.2 ~~Cancellation~~ 21.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions. Grice shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Grice 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 Grice becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Grice may request the City to enter such litigation to protect the interest of the City and, in addition, Grice may request the United States to enter such litigation to protect the interests of the United States.

21.2 Grice 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 Grice from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

Grice hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection the Contract Documents (the "Submittals"). The permission granted by Grice shall be on behalf of Grice 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 record request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, including these General Conditions and the Exhibits hereto.

23.2 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 relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations 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.

23.3 Grice 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 Grice's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, Grice shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

23.4 Grice warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through Grice or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and Grice shall indemnify and save the City harmless from and against all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Grice 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.

- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or Grice. 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 DeKalb County, Georgia, and Grice waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Grice agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 23.6 The section headings herein are for the convenience of the City and Grice, 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.
- 23.7 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.
- 23.8 The delay or failure of the City at any time to insist upon a strict 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. Grice shall not be relieved of any obligation hereunder because its failure to perform because of any strike, lockout, or other labor disturbance.
- 23.9 In any litigation commenced between Grice, the City, and/or a third party arising out of Grice's operations and activities at the premises or in any action to enforce the terms of this Contract, then the non-prevailing party shall pay all costs and reasonable attorney's fees and other court or legal costs incurred by or imposed upon the prevailing party in connection with such litigation for all trial and appellate proceedings in proportion equal to the percentage liability of the non-prevailing party as ultimately adjudicated using principles of comparative fault. The parties shall give prompt notice to the other party of any claim or suit instituted against it by such third party. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 23.10 Intentionally Omitted.
- 23.11 Grice shall not, during the term of the Contract, knowingly hire or employ (on either a full-time or part-time basis) any current employee of the City or any current employee of any vendor of the City.
- 23.12 Grice shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. Grice shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Grice (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Grice under this Contract; whenever the City so cures a default by Grice, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by Grice to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which Grice is otherwise entitled hereunder, an amount equal to any liabilities of Grice to the City which are then outstanding. If additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, Grice 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.
- 23.15 Grice is an independent contractor and nothing contained herein shall be construed as making Grice an employee, agent, partner or legal representative of the City for any purpose whatsoever. Grice 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 Grice with respect to any employee of Grice or of its subcontractors.

- 23.16 Grice 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 reasonably acceptable to the City Manager or designee. Grice and its subcontractors shall account for all expenses of any nature related to transactions about this Contract in a manner which segregates in detail those transactions from other transactions of Grice and subcontractors and which supports the amounts reported and/or invoiced to the City. All such books and records, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, auditing 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. Grice 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 Grice 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 of request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Grice 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, Grice, or a third party, Grice 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. Without limitation, Grice and its 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 because of an inspection, examination or audit, it is established that amounts are due from Grice to the City, Grice shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) 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 Grice 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 Grice.
- 23.17 Grice 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.
- 23.18 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of Grice's obligations under this Contract.
- 23.20 In computing any period established under this Contract, except as otherwise specified herein the word "days," when referring to a period that is ten (10) days or less means business days, and when referring to a period that is more than ten (10) days means calendar days. The day of the event, from which the designated period 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.
- 23.21 Grice 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.
- 23.22 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 Grice for loss of business or damages of any nature whatsoever to Grice 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 subcontractors Grices.

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

23.24 At the option of Grice, 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 Grice to purchase products and/or services about 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 Grice or any governmental agency resulting from the purchase by that agency of products and/or services from Grice about this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 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.

24.2 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 Grice or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

25. MUTUAL RELEASE. For and in consideration of (1) the mutual agreement to waive all past, present, and future claims Grice and the City may have against each other as of the date hereof, if any, and (2) the entry of Grice and the City entering into this Contract, Grice and the City do hereby, on behalf of themselves, their respective former and current agents, attorneys, officers, managers, elected officials, employees, associated companies, affiliated companies, subsidiaries, sureties, and successors and assigns, release and forever discharge the other party and their respective former and current agents, attorneys, officers, managers, elected officials, employees, associated companies, affiliated companies, subsidiaries, sureties, and successors and assigns from any and all claims, damages, demands, costs, and obligations of any kind or nature whatsoever, both known and unknown, to person and property, which have resulted in the past or which exist at present.

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

EXHIBIT B

FEES/RATE (ATTACHED)

Hourly Billing Rates:

Program Manager / Principal-in-Charge	\$ 248.00
Contract Administrator / Project Control	\$ 110.00
Project Director	\$ 186.00
Project Engineer	\$ 148.00
Public Information Officer	\$ 110.00
Project Administrative Assistant	\$ 92.00

The City of Stonecrest shall compensate Grice on an hourly basis, based upon the above hourly rates. By the fifth of each month during the Term, Grice shall submit its invoice supported by detailed time reports for each Grice personnel performing services within the Scope of Services during the preceding month and detailed expense reports for any reimbursable expenses approved by the City of Stonecrest. The payment of the invoice or any undisputed portion shall be payable 10 days after receipt by the City of Stonecrest of the month invoice.

~~City's~~ City's Recommendation - -
Pay for WORK by the BAFO
HOURLY RATE & NOT A
FIXED FEE.

SEE NEXT PAGE FOR FIXED FEE
PROPOSAL OF GRICE

**City of Stonecrest
SPLOST Program Management**

Professional Services

**BEST AND FINAL OFFER (BAFO)
Date: October 4, 2018**

**OPTION 1:
SPLOST PM WITH TRANSPORTATION ONLY**

Position / Title	Hrs / Mo. 168	Hourly Rate	Total per Staff
Program Manager / Principal-in-Charge	16	\$ 248.00	\$ 3,968.00
Contract Administrator / Project Control	25	\$ 110.00	\$ 2,750.00
Project Director	64	\$ 186.00	\$ 11,904.00
Project Engineer	68	\$ 148.00	\$ 10,064.00
Public Information Officer	50	\$ 110.00	\$ 5,500.00
Project Admin	51	\$ 92.00	\$ 4,692.00
			\$ 38,878.00
			\$ 466,536.00
			\$2,799,216.00

**OPTION 2:
INCLUDES PARKS, RECREATION AND PUBLIC SAFETY**

Position / Title	Hrs / Mo. 168	Hourly Rate	Total per Staff
Program Manager / Principal-in-Charge	20	\$ 248.00	\$ 4,960.00
Contract Administrator / Project Control	40	\$ 110.00	\$ 4,400.00
Project Director	90	\$ 186.00	\$ 16,740.00
Project Engineer	76	\$ 148.00	\$ 11,248.00
Public Information Officer	79	\$ 110.00	\$ 8,690.00
Project Admin	56	\$ 92.00	\$ 5,152.00
			\$ 51,190.00
			\$ 614,280.00
			\$3,685,680.00

Notes:

1. Cost assumes positions listed above.
2. Hours listed above are for estimation purposes.

EXHIBIT C

SCOPE OF SERVICES (ATTACHED)



EXHIBIT "CE"

City of Stonecrest, Georgia

**SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST)
PROJECT GRAM MANAGEMENT SERVICES (SPM) CONSULTANT**

Scope of Services

THE FOLLOWING SERVICES ARE SUBJECT TO THE APPROVAL AND APPROPRIATION OF THE FUNDS FOR THE PAYMENT THEREFOR BY THE STONECREST CITY COUNCIL PURSUANT TO A WRITTEN AGREEMENT FOR THE SCOPE OF EACH PROJECT TO BE PERFORMED UNDER THE AGREEMENT.

Grice Consulting Group shall perform engineering services as prescribed by the latest version of Georgia Department of Transportation Plan Development Process (PDP). Grice Consulting Group shall modified specific scopes per the requirements of each specific project.

1.1 General Overview

Grice Consulting Group will perform SPLOST ~~Program Management~~ Project management (SPM) Services for the City of Stonecrest for its overall SPLOST program. Grice Consulting Group will perform ~~Program Management~~ Project management services under the day-to-day guidance of the City of Stonecrest, and in general conformance with a schedule and staffing budget plan approved by the City of Stonecrest. Grice Consulting Group will be able to scale their work-force to accommodate the estimated needs set forth on an annual basis under management and direction of the City of Stonecrest designated Project Manager. Grice Consulting Group will be able to scale supporting staff up or down depending on the City's needs.

Grice Consulting Group personnel will co-locate with the City of Stonecrest, in the project office space provided by the City of Stonecrest, and through that project office coordinate with other consultants, architects, engineers, surveyors, design professionals, construction contractors and project stakeholders, including the DeKalb County, Georgia Department of Transportation, United States Department of Transportation (USDOT) and a number of other applicable governmental and private agencies.

The City of Stonecrest will be undertaking numerous planning, design and construction projects in any given year. As these major and smaller projects move forward, Grice Consulting Group will organize a management team to coordinate and manage each project. These projects will need to be closely managed in order to meet the SPLOST and other funding, federal and state requirements. Numerous documents, many interrelated, will need to be produced for each project. During the course of the projects, these documents may need to be coordinated and



updated on at least an annual basis. Grice Consulting Group has expert staff for management of these projects, and staff capability in order to manage all of the day-to-day details required for each individual project.

The role of the SPM will be to work ~~for directly with~~ Stonecrest's staff and management in overseeing and coordinating the activities on all active projects, ensuring that the City and staff are setting priorities and making timely decisions as required to meet federal and local requirements for implementation and funding. In order to manage costs for these projects, the City may direct the ~~it will be important to optimize the use of the City's staff time among certain~~ the projects to meet current priorities and needs. It is anticipated that some of Grice Consulting Group's personnel might function at the overall program level while others would be assigned to specific tasks or projects. It is essential that all full-time personnel assigned to this contract would be co-located together with the City of Stonecrest's staff at City Hall. In addition, other groups within the City of Stonecrest including but not limited to, Economic Development, Planning, IT, Asset Management, Environmental, Cost Estimating, Safety, and others may utilize the services by the Grice Consulting Group with the approval of its Project Manager.

The purpose of this contract is to provide the professional ~~program management project management~~ management services that can be available on an ongoing basis by the City of Stonecrest for assistance on any SPLOST project, ~~over a 6 year period with the option to extend the SPM on an annual basis for up to an additional 5 years.~~

Currently, the anticipated needs include but are not limited to:

- Program Manager / Principal-in-Charge
- Contract Administrator/Project controls specialist
- Project Director
- Project Engineer
- ~~Facilities Engineer~~
- Public Information Officer
- Miscellaneous project administration (e.g. senior advisors, graphics, IT, etc)
- ~~Miscellaneous technical support~~
- ~~Planning / Grants Specialist~~
- Construction Oversight/Quality Oversight Engineer

SPM project team may include:

Principal-in-Charge / Program Manager - This position reports to the City of Stonecrest Project Manager while assisting in overseeing and managing activities related to construction of all facilities related to the project. Administers the construction contract(s) and coordinates with other Stonecrest departments and outside agencies, as required.

Contract Administrator/Project Controls Specialist - responsible for creating project procedures, organizing and updating project schedules, inter-local third party agreements, budgets, monthly reports, project documentation and document control system, and other similar tasks. Is responsible for contract procurement and compliance with the Georgia Local Government Public Works Construction Law and the City of Stonecrest Purchasing Policy.



Project Director - reports to Grice Consulting Group Project Manager to whom the project has been assigned. This position is responsible for overall management of consultants and contractors involved with the project. This position has responsibility to assist the City of Stonecrest Project Manager in establishing and maintaining project budget, schedule and quality performance. This includes regular updating of project information regarding schedule and budget.

Project Engineer - responsible for engineering support activities as needed to support all disciplines. Types of projects may include but not limited to, transportation engineering (roadways, intersections, etc.), resurfacing, bike/ped, etc.

~~Facilities Engineer - responsible for engineering support activities as needed to support all disciplines. Types of projects may include but not limited to, police department, community centers, parks and recreational, bike/ped, etc.~~

Miscellaneous project administration - Items such as but not limited to project support in administration, project activation, quality assurance, graphics, IT, survey, CADD, and other categories deemed needed by the project manager are included in this section which are to be used to expedite projects and maintain schedule.

Miscellaneous technical support – special expertise in environmental services, right-of-way acquisition, transportation analysis services, and other special technical skills as needed.

~~Planning / Grants specialist - Assist Stonecrest Planning and Economic Development Departments with the planning and implementation of studies for future projects including scope, schedule, budget for use in Request for Proposals and selection of consultants for studies. Assist project managers with consultant oversight, quality control, project reporting and documentation. Additionally, assist these departments with needed services for ongoing Grant applications efforts for the City of Stonecrest.~~

Construction Oversight/Quality Assurance Engineer – responsible for the day to day oversight of the construction activities. This would include field modifications and changes to accommodate a change to what was anticipated in the design drawings. Performs routine Quality Assurance to the Contractors Quality Control. This verifies that Stonecrest is receiving what has been scoped and bid on the project.

1.2 Project Approach

The overall SPLOST ~~Program Management~~ **Project Management (SPM) Services** scope of work is intended to be a general guide. Grice Consulting Group is ~~will be expected to be~~ experienced in performing similar work and should feel free to propose alternative methods and techniques where appropriate. The

Project shall include the following but not limited to:

- Establishment of an appropriate SPM program organization;



- Development of a program work plan, schedule, budget, and policy framework;
- Development of needed procedures, mechanisms and processes to appropriately manage the program and provide coordination and oversight to the activities;
- Develop processes to ensure that Stonecrest staff are setting priorities and making timely decisions as required to meet federal and local requirements for implementation and funding of projects;
- Provision of oversight to the daily work activities of the project team;
- Development and implementation of a program to thoughtfully involve internal and external stakeholders in project work and decisions;
- Effective coordination with DeKalb County, GDOT, USDOT, ARC, MARTA and a number other applicable governmental and private entities in the planning, design, and development of the project;
- Completion of the necessary documents required for local, federal and state funding approvals and oversight;
- Coordination with all parts of Stonecrest in the development of implementation plans and processes; and in the oversight and management of the program during design, and construction.
- Execution and delivery of a Construction Management Agreement with respect to all transportation public works SPLOST construction projects in the form attached hereto as Exhibit "D".

Task 1.0 Project Scope of Work and Proposed Tasks

Using market standards and innovative techniques, Grice Consulting Group will work with a project schedule management software and work with the Pproject Mmanager to establish and maintain a detailed implementation schedule for each project including major milestones and completion dates. Such task shall include the establishment and maintenance of a website for the public that provide such information and project status as would customarily be developed in such a website. Grice Consulting Group will bring creativity and value added ideas to the City and will inform the City of Stonecrest of state-of-the-art best management practices and other efficiency which could be utilized by Stonecrest and project managers. Grice Consulting Group will regularly monitor and update progress on each project. This scheduled coordination would include integrating schedules from various projects in order to produce both local and federal funding documentation. An example would be monitoring inputs to Stonecrest Financial Plan which must be based on updated schedule information for each of the projects included in the Financial Plan.

Task 2.0 Maintenance and Updating of Design Criteria

Grice Consulting Group will develop and establish design criteria for the City of Stonecrest. Grice Consulting Group shall review existing criteria to ensure they meet industry practices and make recommendations to Stonecrest where criteria should be updated to meet state-of-the-art and best management practices in the criteria. Grice Consulting Group will assist Stonecrest staff in coordinating and updating design criteria for all SPLOST specific projects, and when issues arise on specific projects which require review and/or modification of established design criteria.



Grice Consulting Group will assist Stonecrest staff in obtaining the necessary review and approval of any changes to design criteria and create new criteria as necessary.

Task 3.0 Change Control Committee (CCC)

Grice Consulting Group shall establish a CCC which has the responsibility to review and approve any changes to scope of work or design criteria in the course of project implementation. Grice Consulting Group will assist the City of Stonecrest in preparing necessary documentation, justification, submittals, budget request, and other items needed to approve change orders for projects. Grice Consulting Group will present items and DCM (Design Criteria Management) for concurrence of engineering staff prior to presentation at CCC. Items must pass DCM to be presented at CCC is our current policy. All change orders have to be approved by the City of Stonecrest.

Task 4.0 Document Control

Grice Consulting Group shall establish a document control system and processes that has been used effectively for ~~program management~~project management services projects. Grice Consulting Group will ~~maintain~~assist the City of Stonecrest in maintaining the document control system so that it is effectively and correctly utilized on all projects undertaken.

Task 6.0 Budget and Project Controls

Grice Consulting Group will assist the City of Stonecrest in maintaining a budget monitoring and control system. Grice Consulting Group will identify and recommend a software system to track projects, budgets, and schedules. A Project Control System will be implemented for project tracking. Grice Consulting Group will work within these systems and provide technical staff and support to maintain and update the system to meet Stonecrest's evolving needs. Working with project managers, a budget will be prepared that identifies budget requirements for the following areas:

- Expenditures
- Stonecrest staffing
- Stonecrest direct expenses
- Outside services under contract to Stonecrest
- Participation by outside agencies and organizations

Source of Funds

- SPLOST
- GDOT
- DeKalb County
- Federal grants
- UTA local funds
- Private Funds



Once the project budget has been established, Grice Consulting Group will produce monthly reports on the budget status for each project. This reporting system will report monthly on the following:

- Established budget
- Expenditures to date
- Actual percent of work completed
- Earned value calculation comparing percent spent with percent of budget expended

Grice Consulting Group assist Stonecrest management in reviewing and monitoring these monthly reports. Grice Consulting Group will advise Stonecrest on any budget problem areas observed in the review process. Grice Consulting Group will then work with Stonecrest

management and project managers to formulate corrective action necessary to address the identified budget problems.

As part of the annual Stonecrest budgeting process, Grice Consulting Group will assist Stonecrest management in the preparation of items to be included in each annual budget. This includes identification of anticipated expenditures for each project combined with planned sources of revenue to cover those costs.

No Project or other work will be undertaken without a budget approved by the City of Stonecrest.

Task 7.0 Stonecrest SPLOST Financial Plan

Grice Consulting Group must produce a SPLOST financial plan as part of the documentation for the application for numerous programs. Capital and operating costs for each project are developed and then combined into the long-range financial plan for Stonecrest. Updating of the SPLOST financial plan is the responsibility of Grice Consulting Group project managers working with the Stonecrest budget and accounting staff. Grice Consulting Group will provide assistance to Stonecrest staff in assembling the needed financial information for incorporation into the overall financial plan.

Task 9.0 Project Management

A Grice Consulting Group staff person will be assigned as Project Manager for each of the projects undertaken. Working under the direction of the City of Stonecrest Project Manager, Grice Consulting Group, the SPM, will be responsible for overall management of consultants and contractors involved with the project. This position has primary responsibility for assisting the City of Stonecrest's PM in the establishment and maintenance of project budget, schedule and quality performance. This includes regular updating of project information regarding schedule and budget.



Task 10.0 Planning, Engineering, and Design



Some of the planning, engineering and design on Stonecrest projects will be completed by consultant or contractor teams selected to provide professional planning and engineering services in accordance with the City of Stonecrest Purchasing Policy and approved by the City of Stonecrest. As explained previously, Grice Consulting Group staff members will function as technical leaders of functional areas overseeing design work on all the projects with design activity under way at any given point in time, however, the selected consultants or contractors is fully responsible for all engineering and construction work. During the periods of design activity, Stonecrest may request additional design staff support from Grice Consulting Group. This design support could be in any area of engineering design that may be needed to maintain schedule of active projects.

~~Program Management~~ Project management provided by Grice Consulting Group would include the following areas:

- Civil Design
- Structural Design
- Traffic Engineering
- Transportation Engineering Design
- ~~Bike and Pedestrian Planning and Design~~
- ~~Parks and Recreation Planning and Design~~
- ~~Facilities Planning and Design~~
- Project Activation
- CAD design support
- Survey support
- Utility design
- Right-of-way definition
- Planning
- Environmental analysis support
- Administrative Support
- Planning
- Other items not listed

Task 11.0 Stakeholder Coordination

Grice Consulting Group will ~~coordinate with~~ assist Stonecrest with coordination with DeKalb County, GDOT, ARC and a number other governmental and private entities in the planning, design and development of the project.

Task 12.0 Quality and Oversight Tasks

Grice Consulting Group will ~~update~~ assist Stonecrest in updating criteria for oversight and quality assurance for both projects in development and in implementation. Such items may include:

- Quality Assurance



● Quality Review

- Asset Evaluation
- Construction Safety Oversight
- Other Studies and Audits



Task 13.0 Other Tasks

In performing the SPLOST ~~Program Management~~ Project Management functions and activities, Grice Consulting Group ~~will be called upon to perform, but only with the written authorization of the City of Stonecrest~~ will be called upon to perform, but only with the written authorization of the City of Stonecrest authorization, work in any or all of the following areas, ~~without limitation:~~

- Strategic planning;
- Agency policy development;
- Program planning, budgeting (including program estimates) and controls;
- Financial planning;
- Procurement and contract administration, for all types of services, materials and equipment.
- Team and consensus building;
- Studies, forecasts, reports and analyses;
- Plans and documents to meet specific program and project needs;
- Management of A/E and construction contracts;
- Program and project scheduling, cost estimating and controls;
- Community relations; coordination with federal, state and local entities and agencies, including utilities and railroads;
- Coordination with UPRR design and construction requirements;
- Railroad regulatory requirements;
- ~~Right of Way engineering and acquisition support;~~
- Technical support for maintenance and operations issues, including safety;
- Other areas for services deemed appropriate and needed by UTA.
- Project/contract acceptance, testing, certification, startup and commissioning;
- Environmental services (studies, analyses, reports and reviews);
- Visualization, graphics and presentation materials;

EXHIBIT D

DESCRIPTION OF THE PROJECTS CONSTRUCTION MANAGEMENT AGREEMENT

CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement (this "Agreement") is entered into and effective this ___ day of November, 2016 (the "Effective Date"), by and between THE CITY OF STONECREST, GEORGIA, a political subdivision of the State of Georgia ("Owner"), and GRICE CONSULTING GROUP, LLC, a Georgia limited liability company ("Construction Manager").

RECITALS

A. Owner and Construction Manager have entered in to a SPLOST Project Management Agreement date _____, 2018 (the "SPM").

B. Owner is funding certain transportation infrastructure improvement projects being managed by the Construction Manager, including the one described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Project").

C. Owner and Contractor agreed in the SPM, that they would enter a separate construction management agreement in connection with the construction of the Project.

AGREEMENT

Now, Therefore, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Construction Manager and Owner each acknowledge, and the mutual benefits to be derived by the parties from this Agreement, Construction Manager and Owner agree as follows:

1. Appointment. With regard to the Project, Owner appoints Construction Manager as an independent contractor to act as Owner's exclusive agent and representative to provide construction management services, as more specifically set forth in this Agreement. Subject to any specific limitations of Construction Manager's authority set forth herein, Construction Manager hereby accepts such appointment and agrees to provide the construction management services set forth in this Agreement.

2. Definitions. As used herein, the following terms shall have the respective meanings indicated.

(a) "Actual Costs" shall mean the actual hard construction costs incurred in the performance of the Construction Work in accordance with the Construction Budget.

(b) "Advance" shall mean an advance of funds by Owner in payment of the costs of performing Construction Work or Services related to the Project.

(c) "Completion" shall mean the full and complete performance of all Construction Work in accordance with any contract entered into by Owner and/or Construction Manager for the purpose of performing such Construction Work, including, without limitation, (i) the satisfaction by all Contractors of all conditions required for the issuance of any

government approvals, permits or certificates by the appropriate Governmental Authorities with respect to such Construction Work, (ii) the satisfaction of all other obligations required by this Agreement (excluding obligations which by their terms relate to periods after construction) and (iii) the completion of all commercially reasonable Punchlist Items as finally determined by Owner.

(d) "Construction Contract" shall mean any agreement (as same may be amended from time to time) entered into by Owner and/or Construction Manager and a Contractor relating to the Construction Work to be performed and completed with respect to the Project.

(e) "Construction Schedules" shall mean, with respect to any Construction Work to be performed by a Contractor, the scheduling and periodic updating thereof and other necessary schedules to be prepared by such Contractor in the interest of completing such Construction Work in an expeditious and economical manner, which schedules shall indicate the anticipated dates for starting and completing the various stages of such Construction Work, as such dates may be amended from time to time as deemed necessary by Construction Manager and/or Owner.

(f) "Contractor" shall mean a qualified, duly-licensed and properly-insured contractor entering into an agreement with Owner and/or Construction Manager whereby such contractor will perform part or all of the Construction Work.

(g) "Drawings and Specifications" shall mean any drawings and specifications relating to the Project approved by Owner at any time, including, without limitation, all drawings and specifications contained in any Change Order approved by Owner in accordance with this Agreement.

(h) "Governmental Authority" shall mean the United States, the State of Georgia, the county or city in which the Project is located, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court or instrumentality of any of them which now or hereafter has jurisdiction over any part of the Project or the performance of any Construction Work.

(i) "Legal Requirements" shall mean any law, ordinance, order, rule, regulation of a Governmental Authority including, without limitation, zoning laws and building codes and any requirement, term or conditions contained in any restrictions or restrictive covenants affecting the Project or any Construction Work.

(j) "Master Project Schedule" shall mean the master construction schedules prepared by Construction Manager with respect to the Project, which shall include the Construction Schedules of all Contractors performing any of the Construction Work.

(k) "Project Documents" shall mean all of the following documents (to the extent applicable and as same may be amended from time to time by Owner): the Scope of Work, the Construction Budget, the Master Project Schedule, the Drawings and Specifications, the Construction Contracts, this Agreement and any and all other contracts, design engineering contracts and similar agreements relating to the Construction Work to be performed with respect

to the Project, copies of which shall be provided to Owner and Construction Manager and billed at cost to the Project, upon request.

(l) "Construction Work" shall mean any repairs, upgrades, construction and refurbishment of the Project pursuant to the Project Documents, including, but not limited to, the furnishing of all materials and Services and as described in the Scope of Work, but specifically excluding ordinary maintenance items.

(m) "Scope of Work" shall mean the list of actions and narrative summary of the Construction Work to be performed with respect to the Project. A preliminary Scope of Work is attached hereto as Exhibit "B". Owner authorizes Construction Manager to proceed with the Construction Work as set forth in the preliminary Scope of Work and as may otherwise be approved in writing by Owner, and the actual costs therefor shall be included in the Actual Costs of the Construction Work with respect to the Project. Construction Manager will prepare and submit to Owner for its approval the final Scope of Work once the full extent of the Construction Work has been determined by the parties.

(n) "Services" shall mean all labor, supervision, transportation, utilities, systems, storage and all other services required for or in connection with the performance of the Construction Work relating to the Project.

3. Construction Management Services. Construction Manager agrees to provide the following management services in connection with the Construction Work:

(a) retain and coordinate the activities of all necessary architects, engineers, and other design consultants and supervise the preparation of all Drawings and Specifications and other Project Documents for the construction of the Project;

(b) prepare and submit to Owner for its approval, and make revisions (within a reasonable period of time) as required by Owner, a detailed budget for the cost of the Construction Work, which budget, upon approval by the Owner, shall be the "Construction Budget";

(c) review and analyze the Scope of Work, and all requests for changes related thereto, and make continuing recommendations to Owner regarding the feasibility of completing such Construction Work in accordance with the Scope of Work and within the parameters of the Construction Budget;

(d) prepare and submit to Owner for its approval, and make revisions (within a reasonable period of time) as required by Owner, the Master Project Schedule;

(e) obtain all necessary permits, licenses, certificates and other governmental approvals and entitlements for the construction of the Project from any applicable Governmental Authorities;

(f) enter into on Owner's behalf and in Owner's name all necessary Construction Contracts for the construction of the Project, after approval thereof by Owner and only to the extent Owner does not enter into such Construction Contracts directly;

(g) supervise, manage, and insure the diligent execution of the Construction Work by Contractors under their respective Project Documents for timely Completion of the construction of the Project;

(h) when appropriate, advise and make recommendations to Owner with respect to the exercise of any Construction Contract prerogatives, rights or remedies including, but not limited to, accelerating the Construction Work when scheduled goals are in jeopardy, or requiring that any faulty or defective Construction Work (including Construction Work that fails to conform to the Drawings and Specifications) be repaired or replaced;

(i) monitor and enforce the Contractors' and all subcontractors' compliance with all Legal Requirements;

(j) provide monthly reports to Owner on the status of all Construction Work, maintain records showing actual funds expended and estimates to complete the Construction Work, and provide Owner with information relevant to the Construction Work as requested by Owner from time to time;

(k) review all change orders and make recommendations to Owner in connection with decisions regarding such change orders, the Construction Work, and the Project;

(l) identify and analyze alternative courses of action for previously unforeseen conditions, such as material shortages, work stoppages, and accidents or casualties, as they occur;

(m) provide all information required by any lender with respect to the Construction Work or the Project at Project's expense;

(n) prepare a final "punchlist" for the Construction Work and coordinate and oversee the execution and completion of all punchlist items and the final walk-through with respect to the Project;

(o) obtain manuals, warranties and guarantees for any equipment, systems, or materials or other improvements installed or constructed as a part of the Construction Work, if available and agreed by Owner to be paid for, and if such warranties and guaranties are not in the name of Owner, provide for the assignment of same to Owner;

(p) upon completion of the Construction Work performed by a Contractor, use commercially reasonable efforts to obtain lien waivers from the Contractor and subcontractors in exchange for payments of amounts owing by Owner to such Contractor and subcontractors and obtain all necessary certificates of occupancy and other final inspections, approvals, licenses, and permits from any applicable Governmental Authority;

(q) schedule inspection of the Project to determine the date of substantial completion of the Construction Work; and

(r) provide Owner with a final accounting of all Actual Costs incurred in connection with the Construction Work within a reasonable time after substantial completion;

4. Substantial Completion. Upon achievement of substantial completion of the Construction Work, Construction Manager shall use commercially reasonable efforts to obtain and provide to Owner final lien waivers from all Contractors and all subcontractors and suppliers (if extending credit) supplying Services or material in connection with the Construction Work in exchange for final payments by Owner of amounts owing to such Contractors and subcontractors and suppliers.

5. Payment of Construction Costs. Payment of all construction costs for material, labor and all other expenses due third parties in connection with the Construction Work shall be based on Actual Costs incurred. Such Actual Costs, in accordance with the Construction Budget approved by Owner, shall be paid directly by Owner. Any additional actual soft construction costs incurred in connection with the Construction Work will also be paid directly by Owner in accordance with the Construction Budget. Construction Manager shall not be responsible for the payment of any such expenses. In no event shall Construction Manager be permitted to make a payment, cause the Advance or otherwise engage in an act that would result in an expenditure above the stated amount of any single individual general ledger account item of expenditure for which a budget is established at the individual general ledger account level, as set forth in the approved Construction Budget without the express prior written consent of the Owner. All payments, Advances and other funds expended pursuant to this Agreement shall be maintained in a separate ledger by the Construction Manager (or such other entity which may administer property management and accounting matters on behalf of Construction Manager) and shall detail the actual funds expended and variance to the approved Project costs (in accordance with the Construction Budget).

6. Payment of Overhead Costs. All overhead and general and administrative costs and expenses incurred by Construction Manager to execute or perform its obligations under this Agreement related to the Project shall be borne by Construction Manager and paid from Construction Manager's management fee, and not borne by Owner or the Project.

7. Loan. The parties hereto acknowledge that Owner's lender may impose certain other requirements and restrictions regarding the Construction Work, including, without limitation, restrictions on reallocation of the Construction Budget line items and conditions to Advances. If Owner's lender's requirements or restrictions are more stringent than those imposed by Owner hereunder, Construction Manager will comply with such requirements and to the extent such requirements conflict with any provision herein, Owner's loan document provisions shall control and Construction Manager shall comply with such requirements.

8. Compensation. In consideration of the services to be provided by Construction Manager in this Agreement, Owner shall pay Construction Manager a fee based upon the hourly rates contained in Exhibit "B" to the SPM, payable in accordance with the terms thereof.

9. Term. The term of this Agreement shall commence on the date of the Owner's notice to proceed to the contractor and shall expire thirty (30) days after Completion of the Construction Work and the final Advance having been made.

10. Indemnity Provisions.

(a) Indemnification by Construction Manager. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSTRUCTION MANAGER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, ITS OFFICERS, DIRECTORS, PARTNERS, AGENTS, AND EMPLOYEES (THE "OWNER INDEMNIFIED PARTIES") FROM AND AGAINST ALL FINES, SUITS, LIABILITIES, PROCEEDINGS, CLAIMS, COSTS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED, TO ATTORNEY'S FEES AND COURT COSTS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, OF ANY KIND AND OF WHATSOEVER NATURE, WHETHER IN CONTRACT OR IN TORT, ARISING FROM, GROWING OUT OF, OR IN ANY WAY RELATED TO THE BREACH BY CONSTRUCTION MANAGER OF THE TERMS AND PROVISIONS OF THIS AGREEMENT OR THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY CONSTRUCTION MANAGER.

(b) Indemnification by Owner. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONSTRUCTION MANAGER, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (THE "CONSTRUCTION MANAGER INDEMNIFIED PARTIES") FROM AND AGAINST ALL FINES, SUITS, LIABILITIES, PROCEEDINGS, CLAIMS, COSTS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED, TO ATTORNEY'S FEES AND COURT COSTS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, OF ANY KIND AND OF WHATSOEVER NATURE, WHETHER IN CONTRACT OR IN TORT, ARISING FROM, GROWING OUT OF, OR IN ANY WAY RELATED TO THE BREACH BY OWNER OF THE TERMS AND PROVISIONS OF THIS AGREEMENT OR THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY OWNER. OWNER DOES NOT WAIVE ITS RIGHT TO SOVEREIGN IMMUNITY AS A DEFENSE TO ITS LIABILITY UNDER THE FORGOING INDEMNITY.

(c) Survival of Indemnification Obligations. The indemnification obligations of the parties under this Section shall survive the termination or expiration of this Agreement with respect to any claims arising as the result of events occurring during the effective term of this Agreement.

11. Default and Termination.

(a) Events of Default. It shall be an event of default ("Event of Default") hereunder if (a) either party fails to pay any sum due under this Agreement when due, and such failure to pay continues for a period of ten (10) days after written notice of such failure to the defaulting party from the other party hereto, or (b) either party fails to perform any of its material obligations under this Agreement, and such failure to perform under this Agreement continues for a period of thirty (30) days after written notice of such failure to the defaulting party from the other party hereto; provided that such thirty (30) day period shall be extended for such time as is necessary to cure such default, if the defaulting party has commenced the curing of such default within said thirty (30) day period and is diligently pursuing the completion of such cure.

(b) Rights and Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party and pursue such other rights and remedies as may be available under applicable law; provided, however, in no event shall either party hereunder be liable for punitive, exemplary, incidental, or consequential damages of any type. The parties shall have no other rights against each other under this Agreement except as provided herein.

(c) Effect of Termination. If this Agreement is terminated by Owner as a result of an Event of Default by Construction Manager, Construction Manager (a) shall deliver all information, reports and the Project Documents to Owner; provided, however, that Construction Manager may retain copies of such documents for the purpose of defending any claim related to this Agreement or any transaction related hereto or as may be required in accordance with its or their respective financial accounting, legal, compliance and/or automated backup archiving practices; and (b) Owner shall have no further obligation to pay any further consideration or compensation to Construction Manager, except for amounts accruing hereunder prior to the termination date but unpaid as of such date of termination.

(d) Effect of Termination on SPM. In the event this Agreement is terminated by either party, the SPM is thereby terminated and has no further force or effect.

12. Insurance.

(a) Required Coverage. Construction Manager shall use commercially reasonable efforts to cause each Contractor, at such Contractor's sole cost and expense, to carry and maintain at all times during the term of this Agreement, the insurance coverages set forth in the applicable Construction Contract, and Construction Manager shall assist Owner in obtaining proof of such insurance.

(b) Owner's Coverage. Construction Manager shall insure that the Owner maintains commercial general liability insurance, on an occurrence form, adequate to protect the interest of the Owner. General liability risks and key exposures to be covered shall include, but not be limited to, actions of independent contractors, products/completed operations to be maintained for one year, the Construction Work and Construction Manager's operations in connection with the Project, blanket contractual, personal injury, and use of owned, non-owned, or hired automobiles. The limits of said policy shall be not less than \$1,000,000 per occurrence.

(c) Waiver of Subrogation. Construction Manager and Owner and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered by the insurance purchased under this Agreement, or required hereunder to be covered by the insurance purchased under this Agreement or in connection with the Construction Work on or activities conducted on the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

13. Power of Attorney. Owner hereby appoints Construction Manager as its attorney-in-fact with full power and authority on behalf of Owner to execute and deliver any and all Construction Contracts and applications for building permits and other licenses and permits

necessary in order to perform the Construction Work; provided, however, that no such application creates any obligation or liability on Owner's behalf not included in the Construction Budget.

14. Accounting Records. Records of all matters relating to the Construction Work shall be maintained on a customary and consistent basis and shall be available to Owner at mutually convenient times for review and audit. Construction Manager shall turn over to Owner all accounting records and receipts from the Project at Completion of the Construction Work. Records regarding any dispute involving this Agreement shall be maintained until such dispute is resolved.

15. Miscellaneous.

(a) Relationship between Parties. It is understood and agreed that the relationship between Owner and Construction Manager is one of independent contractors. Neither Owner nor Construction Manager shall control, directly or indirectly, the means, manner, or methods utilized and employed by the other in carrying out their respective duties and responsibilities under this Agreement. Unless specifically authorized pursuant to the terms of this Agreement and as strictly limited by the terms of this Agreement, neither Owner nor Construction Manager shall act as an agent, partner, or joint venturer of the other, and this Agreement shall not be construed to create an agency relationship, partnership, or joint venture between Owner and Construction Manager. Neither Owner nor Construction Manager shall enter into any contracts or incur any obligations on behalf of the other or commit the other in any manner not expressly authorized by this Agreement.

(b) Confidentiality. Construction Manager shall keep confidential all information obtained by Construction Manager from Owner in connection with this Agreement. Construction Manager shall not disclose such information to any person (other than its agents, representatives and legal counsel) unless specifically authorized in writing by Owner or if disclosure is required by subpoena, court order, judicial decree, or law, or is otherwise required to enable Construction Manager to perform its duties. This confidentiality obligation shall not be binding on Construction Manager with respect to information in the public domain or information that enters the public domain through no fault of Construction Manager. The terms and provisions of this Section shall expressly survive the expiration or termination of this Agreement.

(c) Notices. Notice may be delivered by a recognized overnight delivery service providing a receipt, facsimile transmission or other commercially reasonable electronic transmission, or mailed by United States registered or certified mail, return receipt requested, postage prepaid if deposited in a United States Post Office or depository for the receipt of mail regularly maintained by the post office. Notice will be considered effective on the earlier to occur of actual receipt, twenty-four (24) hours after depositing same with the overnight courier service, or forty-eight (48) hours after depositing the same as provided above in the United States mail. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party. For purposes hereof, the addresses are the addresses contained in the SPM under its notice provisions.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, Owner and Construction Manager, and their respective successors, assigns, and legal representatives; provided, however, Construction Manager may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Owner.

(e) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

(f) Attorney's Fees. In the event that at any time during the term of this Agreement either Owner or Construction Manager shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any Event of Default hereunder, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

(g) No Waiver. The failure of a party to seek redress for breach, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and such party shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.

(h) Amendments; Entire Agreements; Counterparts. This Agreement (i) may be modified or amended only by a writing signed by each of the parties hereto; (ii) may be executed in several counterparts, and by the parties hereto in separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement, and (iii) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter.

(i) Invalidity or Unenforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

(j) Time Limits. Time is of the essence in this Agreement. Accordingly, all time limits shall be strictly construed and rigidly enforced.

(k) Estoppel Certificates. Owner and Construction Manager agree, at any time and from time to time, as requested by any party upon not less than ten (10) days prior written notice, to execute and deliver to the other parties a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications), certifying the dates on which required payments have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have

knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

(l) Approval. Except as herein otherwise provided, whenever in this Agreement the approval of Construction Manager and/or Owner is required, such approval shall not be unreasonably withheld or delayed.

(m) Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, the liability of Owner to Construction Manager (or any person or entity claiming by, through or under Construction Manager) shall be limited to the interest of Owner in the Project. Construction Manager shall look solely to Owner's interest in the Project for the recovery of any judgment or award against Owner. Neither Owner nor any of its trustees, members, principals, beneficiaries, partners, officers, directors, shareholders or employees shall be personally liable for any judgment or award.

(n) Force Majeure. If either Construction Manager or Owner is unable to perform an obligation under this Agreement (other than monetary obligations) by reason of Force Majeure, then the obligation of Construction Manager or Owner, as appropriate, shall be extended or postponed for the period of the actual delay caused by such Force Majeure. The phrase "Force Majeure" shall mean the inability to perform a duty or an obligation due to causes or occurrences which are outside of the control of the party whose obligation is postponed and could not be avoided by the exercise of due care on the part of such party, such as acts of God, fires, floods, delays caused by existing residents failing to move out of their space, labor disputes or strikes.

(o) No Third Party Beneficiaries. This Agreement is for the sole benefit of Owner and Construction Manager and is not for the benefit of any third party.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth hereinabove.

OWNER:

CITY OF STONECREST, GEORGIA

By: _____
Name:
Title:

CONSTRUCTION MANAGER:

GRICE CONSULTING GROUP, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

City Attorney.

EXHIBIT "A"

PROJECT

EXHIBIT "B"

PRELIMINARY SCOPE OF WORK

EXHIBIT E

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 Grice's employees during the performance of the Contract; and
- (2) Each Grice who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

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

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

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Grice

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F

Purchasing Policy Addendum

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Grice

Printed Name of Authorized Officer or Agent

Date

EXHIBIT G

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Grice(s) Name: _____

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 has 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.

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 Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify
TM Company Identification Number Date of Authorization

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

Title of Authorized Officer or Agent

Printed Name of
Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

My Commission Expires: _____

[NOTARY SEAL]

CONTRACT FOR PROFESSIONAL SERVICES

COMPREHENSIVE TRANSPORTATION PLAN

IV

**CONTRACT FOR PROFESSIONAL SERVICES
COMPREHENSIVE TRANSPORTATION PLAN**

This CONTRACT made and entered into this ____ day of _____, 2018 by and between the City of Stonecrest, Georgia (Party of the First Part, hereinafter called the "City"), and Grice Consulting, LLC, a Georgia limited liability company (Party of the Second Part, hereinafter called the "Grice").

WHEREAS, in November, 2017, the voters of the City and DeKalb County approved the Special Purpose Local Option Sales Tax ("SPLOST"), the proceeds of which are to be used primarily for improvements to transportation infrastructure; and

WHEREAS, the City is desirous of engaging Grice to perform professional services with respect to the development of a comprehensive transportation plan for the City projects (the "Projects") to assist the City in prioritizing the development and repair of the City's transportation infrastructure to be developed by the City funded through proceeds of the Special Purpose Local Option Sales Tax ("SPLOST") approved by the voters of the City and DeKalb County in November, 2017; and,

WHEREAS, Grice is desirous of performs such professional services for the City.

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. TERM:

The services to be performed under this Contract shall commence on ~~December 1, 2018~~ _____. The initial term of this Contract shall be through ~~June 30, 2018~~ ~~December 31, 2018~~ _____. ~~This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2018 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. This Contract may be automatically renewed on an annual basis for one additional twelve month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to Grice of termination and non-renewal by October 1 of the Contract year. This Contract will terminate on December 31, 20__.~~

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated into this Contract by reference:

Exhibit A: General Conditions

Exhibit B: Fees/Rate

Exhibit C: Scope of Services ~~Transportation Planning, Construction Contract Management, Public Safety and Parks~~

Exhibit D: ~~Description of the Projects~~

Exhibit ~~DE~~ E: Drug Free Workplace

Exhibit ~~EF~~ F: Purchasing Policy Addendum

Exhibit ~~EG~~ G: Immigration Compliance Certificate

Exhibit ~~GH~~ H: Project Schedule Critical Services Time Path

3. PERFORMANCE:

Grice agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work"). Where used herein, the term "Grice" shall include all of subcontractors of Grice if otherwise not so stipulated herein.

4. PRICE:

~~As full compensation for the performance of this Contract, the City shall pay Grice for the actual quantity of work performed. The amount shown on Exhibit B is the total obligation of the City pursuant to O.C.G.A section 36-60-13(a)(3). The fees for the work to be performed under this Contract shall be One Hundred and Eighty Thousand and no/100 Dollars (\$180,000.00)~~

charged to the City in accordance with the rate schedule shown on Exhibit B. The City agrees to pay Grice following receipt by the City of a detailed invoice, reflecting the actual work performed by Grice.

5. INDEMNIFICATION AND HOLD HARMLESS:

Section 13 of Exhibit A---General Conditions are incorporated herein by reference.

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

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon thirty (30) days prior written notice to Grice of Grice's default in the performance of any term of this Contract unless said default has been cured within said notice period. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR FUND APPROPRIATION:

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

89. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, Grice 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. Grice 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. Grice 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 subcontractor Grice, if the foregoing provisions shall not apply to contracts or subcontractors Grice for standard commercial supplies of raw materials.

910. ASSIGNMENT:

Grice shall not 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.

101. 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.

113. 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.

123. 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.

134. MERGER CLAUSE:

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

(Signatures Next Page)

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

Stonecrest, GEORGIA

By: _____
Jason Lary, Sr.
Mayor
City of Stonecrest, Georgia

ATTEST:

Brenda James
City Clerk

[CITY SEAL]

APPROVED AS TO FORM:

Thompson Kurrie, Jr., City Attorney

GRICE:

GRICE CONSULTING, LLC

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:
(Seal)

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide the work to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Fees/Rate attached hereto as Exhibit "B".

2. REGULATIONS

- 2.1 Grice 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 Grice 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, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, Grice shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. Grice shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.

3. [OMITTED]

4. GRICE'S PERSONNEL

- 4.1 Grice and each of its subcontractors will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Grice and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 Grice and each of its subcontractors shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Grice and each of its subcontractors shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. Grice has reviewed the City's drug-free procedures and agrees to follow such procedures. ~~Results of all such drug tests are to be retained by Grice. Copies shall be provided to the City, if requested.~~
- 4.4 ~~Grice and each of its subcontracts will run credit and background checks on each management or financial employee to such extent such credit checks and background checks are performed by its vendor Jacobs Engineering Group, Inc. ("Jacobs") with respect to its employees performing services for the City. Results of all such credit and background tests are to be retained by Grice. Copies shall be provided to the City, if requested.~~
OMITTED
- 4.5 The City Representative shall have the right to reasonably request any employee of Grice or any of its subcontractors be prohibited or reasonably limited, in any manner, from performing services for the City. The City Representative shall notify Grice should any personnel or employment problem arise with regard to any such person performing services under this Contract. The notification shall include the known facts which give rise to the problem, and may include a request by the City that such employee be transferred or otherwise reassigned out of service to the City.
- 4.6 Grice's and each of its subcontractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.

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

4.8 [OMITTED]

4.9 Designation of Project Manager - Grice shall designate a Project Manager acceptable to the City for all purposes related to the work. The initial Project Manager shall be John Funny-[REDACTED].

4.9.1 The Project Manager shall be fully responsible for Grice meeting all its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of each Project.

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

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

4.10 If Grice replaces a proposed team member, Grice shall replace that team member with a new 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 any Project.

5. OMITTED

6. PERFORMANCE REQUIREMENTS

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

6.2 Grice's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

6.3 Dates for commencement and completion of work shall be coordinated with Plez Joyner, City's Representative (the "City Representative") or such other person designated by the City Manager. Matters relating to the services and work shall be directed by Grice to the City Representative. Any inquiries directed to Grice from City officials shall be referred by Grice to the City Representative for response.

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

~~6.5 Grice shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. Grice 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 or stored on any Project site at any time.~~

7. CONFIDENTIAL INFORMATION

7.1 While performing the Contract work, Grice may gain access to security-sensitive and other sensitive information of the City with the consent of the City Manager.

- 7.2 Grice agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of Grice's non-disclosure obligations.
- 7.3 Grice shall seek the City's prior written consent before using for any purpose other than the fulfillment of Grice's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 Grice shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as Grice employs and takes to protect its own information, but in no event, shall Grice use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, Grice shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, Grice shall remove daily all waste materials and debris from, 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. Any work performed on the City premises shall be performed in the council member conference room.

9. SAFETY AND PROTECTION

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

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay Grice, subject to any authorized deductions, the applicable fees set forth for ~~the services~~ ~~each~~ service included in Exhibit C, Scope of Services, delivered or performed, as the case may be, by Grice to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay Grice the within 30 days after the City's receipt of the payment request the fee payable to Grice determined in the manner provided in Exhibit B. Grice shall pay invoice the City for all amounts payable by Grice by it to its ~~approved subcontractors of Grice, accompanied by such supporting documentation and other backup material as the City may reasonably require. Stantec shall be engaged by the City to perform an analysis of the condition of existing road ways in the City and such analysis shall be used by Grice in preparing and prioritizing the list of SPOBT projects. The City shall have the right, but not the obligation, to pay Stantec directly and such payments shall not~~ to third parties (including subcontractors) and all past due amounts owed by Grice 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, amounts owed to Grice hereunder.
- 10.3 Grice shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 10.4 Grice shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and material prepared by Grice for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of Grice's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. 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 more than that due under the terms of this Contract.

- 10.6 Grice shall be obligated to pay promptly all proper charges and costs incurred by Grice for its labor, its materials and its expenses incurred for the work performed hereunder.
- 10.7 Grice shall submit all invoices to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd., Suite 190, Stonecrest, GA 30058.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 Grice shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed always. 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 Grice's performance of its obligations and functions hereunder; Grice shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 Grice shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 11.3 Grice shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to Grice's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

12. GRICE'S LIABILITY

Grice shall be responsible for the prompt payment of any fines imposed on the City or Grice by any other federal, state or local governmental agency because of Grice'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 Grice under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 **Non-Professional Services Indemnity.** Grice shall indemnify, defend and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of loss of any property of the City, or any property of, injury to or death of any person resulting from the negligent acts or omissions of Grice 's members, managers, directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the City's negligence or by the joint negligence of the City and any of its, officers, agents, employees, licensees, or invitees of the City, or (ii) arising out of or in connection with the failure of Grice to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Grice, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Grice or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give Grice reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Grice or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section 13.1 shall survive the expiration or earlier termination of this Contract with respect to any negligent acts or omissions occurring during the term of the Contract. This Non-Professional Services Indemnity shall not apply to any professional services, as defined in the following paragraph, nor to any act, error, or omission arising out of such professional services. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.

Professional Services Indemnity. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of third parties alleging harm due to the professional services provided by Grice, to the fullest extent permitted by law, Grice shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, but only to the extent they are found to have been caused by a negligent act, error or omission of Grice or its sub-contractors ~~Grices~~ in the performance of professional services under this Agreement. For the purposes of this Professional Services Indemnity, "professional services" means those services performed by a licensed professional employed by Grice or a person performing such services under the direct supervision of a licensed professional. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of Grice is enjoined due to infringement of another person or entity's intellectual property rights, Grice 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.
- 13.3 Grice shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. Grice shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. Grice will notify the City in writing of any claim made or suit instituted against Grice because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of Grice 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 citizen's 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, of 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 Grice pursuant to this Contract.
- 13.5 In any and all claims against the City, or any of its elected officials, officers, board or commission members, agents, servants or employees, by any employee of Grice, 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 Grice under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for Grice or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein. Notwithstanding the forgoing, the City does not waive any right it possesses under the Constitution of the State of Georgia and Georgia law to sovereign immunity.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. Grice shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect Grice, 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 all liabilities arising out of or about

Grice'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 Grice's covenants to and indemnification of the City under the Contract, and

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

13.7.1.1 Self-Insured Retention. Grice'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. Grice's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Grice agrees and shall cause the City their members (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 named insured under such policy or policies of commercial general and automobile liability insurance.

13.7.2 Workers' Compensation and Employer's Liability. If Grice has any employee working on City property, Grice 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 Grice's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Grice is self-insured, Grice shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. Grice 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 Grice from each Project's inception date and until the Statue of Limitations has run for the work done on such Project.

13.7.4 Deductibles. Grice's policies of insurance required by this Section 13.7 may require Grice's payment of a deductible, provided Grice's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Grice pay the deductible prior to its insurer's payment of the claim.

13.7.5 Other Insurance Requirements. All insurance policies required by this Section 13.7 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 14.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon Grice's execution of the Contract. Grice shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in Grice's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability below the minimum limits of insurance required by this Section 13, non-renewal, or cancellation of any insurance coverage, or any increase in Grice's self-insured retention. Prior to the expiration of any such policy, Grice shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. In the event of an adverse material change, Grice shall, within

five (5) days after such adverse material change, 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 Grice 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 Grice, immediately terminate this Contract upon written notice to Grice. 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 Grice shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 A surety Bond/Letter of Credit is ~~not required for this Contract by each subcontractor of Grice awarded a construction contract by Grice.~~ ^{REQUIRED}
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher per 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, then the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of Grice's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of Grice's work hereunder. Both parties agree that, should any Contract Adjustments be made, Grice'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 Grice and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should Grice and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation because any Contract Adjustment made necessary or appropriate because of the mismanagement, improper act, or other failure of Grice, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 Grice shall perform all 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, relatives, management, or employees common to Grice; or any other party that can 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, Grice shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and Grice performs or remedies any obligations or functions which the subcontractor fails to perform properly.
- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between Grice and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to Grice. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 16.3 If Grice employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to Grice for work performed by a subcontractor) shall be submitted to the City by Grice and the City

shall pay all compensation to Grice. It shall be the sole responsibility of Grice to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event, shall the City have any obligation or liability hereunder to any subcontractor, including any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 IF:

- 17.1.1 Grice shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (if notice of the first failure shall have been given to Grice, but whether Grice shall have remedied any such failure); or
- 17.1.2 Grice 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 Grice of a written notice of such breach or default; or
- 17.1.3 Grice's occupational or business license shall terminate or Grice 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
- 17.1.4 ~~OMITTED Grice fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time specified by a provision of this Contract; or~~
- 17.1.5 Grice 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 creditors, 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
- 17.1.6 Grice 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
- 17.1.7 there is any assignment by Grice of this Contract or any of Grice's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 Grice shall default on any other agreement entered by and between Grice and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to Grice. In the event that the City terminates this Contract for default, or Grice abandons or wrongfully terminates the Contract, Grice 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 Grice hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by Grice to the City), but Grice 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 Grice'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.

- 17.2 Bankruptcy and Liquidation - In the event Grice (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 not dismissed 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 Grice or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages 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, Grice or the bankruptcy trustee or receiver, Grice 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 rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Representative. The City Representative 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 City Representative 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.

19. ASSIGNMENT

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

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to Grice may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to Grice'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 Grice, or three (3) days following submission to Grice by U.S. Certified Mail.

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

The City:

City of Stonecrest, GA
ATTN: City Manager
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30058

with a copy to:

Thompson Kurrie, Jr., City Attorney
Coleman Talley LLP
3475 Lenox Rd., N.E., Suite 400
Atlanta, GA 30326

Grice:

Grice Consulting, LLC
ATTN: John Funny
[1201 W. Peachtree St. NE
[Suite 600]
ATLANTA, GA 30309
Bruce P. Brown, Esq.
Floataway Business Complex
1123 Zonolite Road NE, Suite #6
Atlanta, GA 30306

with a copy to:

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

21. NONDISCRIMINATION

21.1 During the performance of this Contract, Grice, for itself, its assignees and successors in interest agrees as follows:

- 21.1.1 Compliance with Regulations. Grice shall comply with the Laws 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.
- 21.1.2 Nondiscrimination. Grice, regarding 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. Grice shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive proposing or negotiation made by Grice 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 Grice of Grice's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 21.1.4 Information and Reports. Grice 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. Where any information required of Grice is in the exclusive possession of another who fails or refuses to furnish this information, Grice shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5 Sanctions for Noncompliance. In the event of Grice's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to Grice under the Contract until Grice complies, and/or

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

21.1.6 Incorporation of Provisions. Grice shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Grice 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 Grice becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Grice may request the City to enter such litigation to protect the interest of the City and, in addition, Grice may request the United States to enter such litigation to protect the interests of the United States.

21.2 Grice 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 Grice from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

Grice hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection –the Contract Documents (the "Submittals"). The permission granted by Grice shall be on behalf of Grice 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 record request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, including -these General Conditions and the Exhibits hereto.

23.2 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 relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations 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.

23.3 Grice 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 Grice's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, Grice shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

23.4 Grice warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through Grice or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and Grice shall indemnify and save the City harmless from and against all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Grice 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.

- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or Grice. 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 DeKalb County, Georgia, and Grice waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Grice agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 23.6 The section headings herein are for the convenience of the City and Grice, 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.
- 23.7 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.
- 23.8 The delay or failure of the City at any time to insist upon a strict 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. Grice shall not be relieved of any obligation hereunder because its failure to perform because of any strike, lockout, or other labor disturbance.
- 23.9 In any litigation commenced between Grice, the City, and/or a third party arising out of Grice's operations and activities at the premises or in any action to enforce the terms of this Contract, then the non-prevailing party shall pay all costs and reasonable attorney's fees and other court or legal costs incurred by or imposed upon the prevailing party in connection with such litigation for all trial and appellate proceedings in proportion equal to the percentage liability of the non-prevailing party as ultimately adjudicated using principles of comparative fault. The parties shall give prompt notice to the other party of any claim or suit instituted against it by such third party. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 23.10 Intentionally Omitted.
- 23.11 Grice shall not, during the term of the Contract, knowingly hire or employ (on either a full-time or part-time basis) any current employee of the City or any current employee of any vendor of the City.
- 23.12 Grice shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. Grice shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Grice (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Grice under this Contract; whenever the City so cures a default by Grice, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by Grice to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which Grice is otherwise entitled hereunder, an amount equal to any liabilities of Grice to the City which are then outstanding. If additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, Grice 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.
- 23.15 Grice is an independent contractor and nothing contained herein shall be construed as making Grice an employee, agent, partner or legal representative of the City for any purpose whatsoever. Grice 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 Grice with respect to any employee of Grice or of its subcontractors.

- 23.16 Grice 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 reasonably acceptable to the City Manager or designee. Grice and its subcontractors shall account for all expenses of any nature related to transactions about this Contract in a manner which segregates in detail those transactions from other transactions of Grice and subcontractors and which supports the amounts reported and/or invoiced to the City. All such books and records, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, auditing 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. Grice 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 Grice 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 of request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Grice 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, Grice, or a third party, Grice 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. Without limitation, Grice and its 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 because of an inspection, examination or audit, it is established that amounts are due from Grice to the City, Grice shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) 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 Grice 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 Grice.
- 23.17 Grice 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.
- 23.18 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of Grice's obligations under this Contract.
- 23.20 In computing any period established under this Contract, except as otherwise specified herein the word "days," when referring to a period that is ten (10) days or less means business days, and when referring to a period that is more than ten (10) days means calendar days. The day of the event, from which the designated period 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.
- 23.21 Grice 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.
- 23.22 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 Grice for loss of business or damages of any nature whatsoever to Grice 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 Grices.
- 23.23 Grice and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this

Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 23.24 At the option of Grice, 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 Grice to purchase products and/or services about 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 Grice or any governmental agency resulting from the purchase by that agency of products and/or services from Grice about this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 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.

24.2 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 Grice or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

25. MUTUAL RELEASE. For and in consideration of (1) the mutual agreement to waive all past, present, and future claims Grice and the City may have against each other as of the date hereof, if any, and (2) the entry of Grice and the City entering into this Contract, Grice and the City do hereby, on behalf of themselves, their respective former and current agents, attorneys, officers, managers, elected officials, employees, associated companies, affiliated companies, subsidiaries, sureties, and successors and assigns, release and forever discharge the other party and their respective former and current agents, attorneys, officers, managers, elected officials, employees, associated companies, affiliated companies, subsidiaries, sureties, and successors and assigns from any and all claims, damages, demands, costs, and obligations of any kind or nature whatsoever, both known and unknown, to person and property, which have resulted in the past or which exist at present.

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

EXHIBIT B

FEEES

OPTION 4 FEEES FOR SCOPE OF SERVICES

Budget Breakdown Per Phase

Cost Per Phase

Phase 1 - Data Acquisition	\$ 22,434.20
Phase 2 - Transportation Goals, Objectives and Policies	\$ 12,056.10
Phase 3 - Existing Conditions	\$ 40,046.00
Phase 4 - Future Scenarios / Future Land Use	\$ -
Phase 5 - Future Transportation Needs Assessment	\$ 76,052.56
Phase 6 - Project Definition, Cost and Funding	\$ 20,144.70
Phase 7 - Documentation	\$ 9,391.08

TOTAL CTP COST \$ 180,126.64

PROPOSED CTP \$ 180,000.00

FEE e e COST

Payable: \$30,000 on JanuaryDecember 1, 2018.

Thereafter, monthly based upon the percentage completion of the all of the tasks described in the Project Schedule and Scope of Work until Project Completion. The invoice shall be formatted consistent with contain such detail as what is contained in AIA Form G702-2017 and AIA Form G703-2017.

\$30,000 on January 1, 2019 or the date the tasks within the first month of the Project Schedule are completed, whichever is later.

\$30,000 on February 1, 2019 or the date the tasks within the first two months of the Project Schedule are substantially completed, whichever is later.

\$30,000 on March 1, 2019 or the date the tasks within the first three months of the Project Schedule are substantially completed, whichever is later.

\$30,000 on April 1, 2019 or the date the tasks with the first four months of the Project Schedule are substantially completed, whichever is later.

\$30,000 on Project completion, the date all of the tasks in the Project Schedule have been complete.

OPTIONS NOT INCLUDED IN CTP SCOPE OF SERVICES

<u>OPTION 1</u> Public and Stakeholders Two (2) Half-day Planning Charatras	\$ 18,800.00
<u>OPTION 2</u> Existing Condition Assessment / Regional Transportation Demand SCENARIOS Modeling (Low, Medium and High Growth Scenarios)	\$ 80,000.00
<u>OPTION 3</u> Safety Analysis	\$ 28,450.00
<u>OPTION 4</u> Existing Traffic Operations Modeling/Analysis	\$ 58,000.00
<u>OPTION 5</u> Alternative Conceptual Designs (Low, Medium and High Growth Scenarios)	\$ 78,258.00

OPTION 6
GTP Website Content Development \$ 14,750.00

OPTION 7
SPILOST "At Work" Signage Design \$ 10,200.00

OPTION 8
SPILOST Planning Rollout \$ 12,050.00

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EXHIBIT C

SCOPE OF SERVICES (ATTACHED)

EXHIBIT C

SCOPE OF SERVICES (ATTACHED)

"Exhibit C"

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SCOPE OF SERVICES

**City of Stonecrest
Comprehensive Transportation Plan**

~~ALL SCOPE OF SERVICES WILL BE APPROVED BY STONECREST IN WRITING PRIOR TO THE COMMENCEMENT OF ANY OF THE FOLLOWING SERVICES. IT IS THE DESIRE THAT SERVICES AUTHORIZED WILL BE PAYABLE FROM SPLOST PROCEEDS OR WITHIN BUDGETED AMOUNTS APPROPRIATED BY THE CITY COUNCIL.~~

PHASE 1 – PROJECT MANAGEMENT AND DATA ACQUISITION

PROJECT MANAGEMENT

Grice Consulting Group's project management task will consist of activities to coordinate plan preparation and manage planning efforts to ensure adherence to the project scope and timely completion of the plan.

Project setup will ensure tracking of the scope and budget and all project activities through appropriate accounting procedures. A project management plan will be developed to identify and schedule project management activities and expectations. Regular project management meetings will be scheduled, attended, and documented. Quality control of documents and other work products will be conducted as part of project management. Invoicing and project status reports will be prepared monthly.

During Months 1-3 of the CTP planning process, Grice Consulting Group will conduct bi-weekly (every 2 weeks) project management meetings and submit bi-weekly project status reports. In addition, Grice Consulting Group will submit bi-weekly invoices covering the period within the bi-weekly status reports.

During Months 4-6 of the CTP planning process, Grice Consulting Group will conduct monthly project management meetings and submit monthly project status reports. Monthly status reports will be submitted with monthly invoices.

Deliverables:

- ✓ *Project Management Plan*
- ✓ *Project Management Meeting Summaries*

DATA ACQUISITION AND PLANNING

This task includes the collection and analysis of data required to analyze the Transportation and Circulation Systems within the study area. Grice Consulting Group will collect all required traffic data (counts, accidents, signals, etc.) and transportation plans and studies to effectively lead into the analysis component of this study. Grice Consulting Group will also research and collect all existing transportation improvement design projects from DeKalb County and GDOT. If available, at a minimum, the following data will be collected:

- Transportation Models (operational analysis and travel demand)
- Atlanta Regional Model Output Data (LOS, Volumes Network, etc.)
- Geographical Informational Systems (GIS) Database
- Land-use Data (existing and planned)
- Environmental / Historical Designation Studies and Data

- Existing Bicycle and Pedestrian Facilities
- Traffic Impact Studies and Transportation Plans – for other projects within the study vicinity
- Roadways Classification (minor collectors, major collectors, arterial, highways and freeways)
- Major Intersections (unsignalized and signalized)
- Machine Volume at key locations as may be available
- Peak Hour Turning Movement Counts at critical intersections
- Traffic Circulation Plans
- Transit Routes (existing and planned)
- Roadway / Intersection Geometry
- Railroad Crossing Locations (design, signing and markings)
- Crash Data
- School Zones
- Truck Routes
- City's Traffic Signal System Data (existing and proposed)
- Currently and Proposed Planned Projects
- Speed Limits

The above data will be collected or obtained within the project limits. Grice Consulting Group will develop several maps illustrating collected data. These maps will be used throughout the entire study as reference materials.

Furthermore, the developed maps will be incorporated in the draft and final report.

This task also includes assembling all operational, geometric, and traffic data necessary for input into a traffic engineering model (SYNCRHO), which will be used to test improvement alternatives and for developing design concepts. Before collecting new data, Grice Consulting Group will review existing data available from the City staff and any other involved agencies. Maps will be developed to capture and display vitally important data that will be utilized throughout this project.

Deliverable(s):

- ✓ *Technical Memorandum – Existing Data Acquisition and Planning*
- ✓ *Graphics - Maps with Existing Data*

Grice Consulting Group approaches transportation planning by first consulting with the client staff project management team - and the Stakeholder Committee before the initial kick-off meeting with the public.

This phase of the project will present a Technical Memorandum, with graphical illustrations discussing the existing Stonecrest transportation system, its challenges and opportunities. This will be prepared and submitted to the City of Stonecrest staff and it will be presented at the initial public meeting.

Deliverables:

- ✓ *Technical Memorandum – Existing Transportation System Technical Memorandum*

BASE MAPPING

Utilizing existing City of Stonecrest's GIS and aerial photography data, Grice Consulting Group will prepare a project base map. This base map will be the palette on which all design options are presented.

Deliverable(s):

- ✓ *Project base mapping, scale 1" = 200'*

PHASE 2 -- TRANSPORTATION GOALS, OBJECTIVES AND POLICIES

Public and Stakeholder Meetings

The public / stakeholder involvement process is a proven process that gains support and buy-in from the initiation of the study. Grice Consulting Group will conduct the following public / stakeholder involvement meetings throughout this study. For the Initial Project Meetings, Grice Consulting Group will prepare a map of the City of Stonecrest and identify suitable meeting venues in cooperation with City of Stonecrest staff.

- Five (5) Initial Public Involvement Meetings- (One per District)
- Five (5) Public Meeting – Key Issues and Concerns /Current and Future Needs
- Mayor/Council Briefing (Monthly)
- Stakeholders' Interviews (Max. 10)
- Five (5) Public Meeting – Presentation of Findings and Recommendations
- One (1) Public Meeting/Open House – Final Plan Presentation
- Mayor/Council Briefing (Prior to each Public Meeting)

The plan must first identify major stakeholders. Grice Consulting Group will compile a list of stakeholders that will be submitted to the City for review and approval. At a minimum, the list will be compiled to include individuals and groups who were involved with recent transportation planning efforts. Grice Consulting Group will consult with the City of Stonecrest staff to identify these groups and individuals. These individuals or groups are the starting point for developing an email list and contacts within the community. Maintaining a current email list of interested and affected parties is also crucial, as it will help solidify final document approval and assist in the active implementation of the transportation plan recommendations.

The public meetings will be hands-on and interactive, presentational with opportunity to provide formal public comment, or a combination of the methods. Grice Consulting Group will conduct two half-day planning charrette/design workshop to obtain comments and direction from the community, and then in follow-up, afford an opportunity to present recommended alternatives and receive comments prior to finalization.

Deliverables:

- ✓ *Public Involvement Plan*
- ✓ *Public Involvement Meeting Summaries*

Survey

Grice Consulting Group will conduct a Stonecrest Comprehensive Transportation Plan Survey to allow citizens a systematic opportunity to voice their opinions on transportation issues and priorities for the City of Stonecrest. Surveys serve to collect a broad-based community input and will also encourage direct participation in public meetings.

Grice Consulting Group will prepare and submit a draft survey for the City's review and comments. A final version will be prepared for submittal and approval, based upon comments received from the City's review.

Deliverables:

- ✓ *Stonecrest Transportation Survey*
- ✓ *Stonecrest Transportation Survey Analysis Report*

PHASE 3 -- EXISTING CONDITIONS ASSESSMENTS

Phase 3 will take the inventory of core elements from Phase 1 and identify existing and future gaps and needs in the transportation system of the City of Stonecrest. Transportation facilities will be assessed at approximately ten year intervals through a horizon year of 2050.

It is anticipated that the Grice Consulting Group will utilize various resources, including outputs from the most recent air quality conformity determination run of the ARC Travel Demand Model to accomplish this task. The assessment shall provide an analysis of needs relative to the existing Comprehensive Plan character areas or local future land use plans and the region's Unified Growth Policy Map.

Grice Consulting Group shall anticipate that the assessment will place emphasis on certain needs of particular importance to Stonecrest, including:

- Last-mile connectivity needs and potential innovative solutions for Stonecrest activity centers.
- Intermodal connections for major freight warehousing and distribution facilities and Hartsfield-Jackson Atlanta International Airport.
- System adequacy in the event of a natural or manmade disaster such as an extreme flooding event or complete closure of a major transportation artery such as I-20.
- Freight truck origins and destinations including known travel barriers and conflicts

Building on the visioning and goals effort, Grice Consulting Group will then develop a project evaluation framework which will be designed and tightly integrated with the overall CTP planning process to support decision-making, project selection and periodic re-evaluation and reviews. The framework will be based on data that is both qualitative and quantitative. Emphasis will be placed on ensuring that the framework is flexible, captures detailed datasets, and allows for adjustments. The evaluation framework will be developed with the intended use of determining which strategies and projects (identified in Phase 5) are of the highest priority.

The evaluation framework will also reflect a performance-based planning approach required for MPO plans, which establishes that regions must set forth appropriate performance targets and show progress toward achieving the targets. Grice Consulting Group will then develop a set of performance measures for evaluation and ranking projects. Because of the difference in the order of magnitude of potential measures, a scoring system will be developed that converts the measures to a common scale so that projects can be equally evaluated against each other. The scoring system allows for a more accurate evaluation and ranking on a common level and provides the level of transparency and depth of information required to achieve the strategic goals and objectives.

The complexity of Stonecrest's mobility needs and multi-jurisdictional makeup means it is likely that a single type of prioritization approach will prove insufficient to provide decision makers with the information they need to make difficult and politically sensitive trade-offs between projects. Therefore, Grice Consulting Group will develop an evaluation framework that will allow project portfolios to be analyzed through different lenses. This will help provide credibility to decision-makers and demonstrate the trade-off analysis executed as part of the project evaluation process. This evaluation framework will be used when prioritizing project during the subsequent Phase 5.

Phase 4 Deliverables:

- Evaluation framework documentation
- Short-Range and Long-Range Needs Assessment Report (including maps, text and tables)

PHASE 5 – FUTURE TRANSPORTATION NEEDS ASSESSMENT

Forecasted Traffic Volumes, Traffic Distribution and Traffic Reassignment

Grice Consulting Group will forecast the existing traffic volumes in the study area to the year 2038 using historical traffic count data in the study area. A regression analysis will be conducted on a minimum of 10 years of historical data to develop growth factors that would be applied to the existing volumes in the study area. The historical

forecast volumes will then be compared to volumes generated by the Atlanta Regional Commission's travel demand model for consistency. If a significant difference between the two (2) sets of forecast volumes is discovered, the travel demand model will be reviewed by Grice Consulting Group to determine if the future land use in the travel demand model is consistent with the land use assumptions used in the historical traffic forecasting methodology. If there's an inconsistency between the two (2) sets of forecasted traffic volumes, Grice Consulting Group will manually make the necessary volume adjustments accordingly to reflect the future land uses.

Future Transportation, Traffic Operations Analysis and Needs

Utilizing the framework developed previously, Grice Consulting Group will evaluate the transportation facilities to determine the mitigations or improvements needed to provide the most optimum and efficient transportation system into the future years. Grice Consulting Group will thoroughly analyze the following:

- the quality of service by the existing facility during peak periods
- the types of roadway needed to accommodate a given level of flow
- the highway or street design needed to serve a planned development or land use changes

Grice Consulting Group will review each of the following issues as it relates to capacity and level of service analysis:

- The width or number of lanes with respect to planned facilities or to expanding existing facilities
- Proposed land use or urban design concepts that will necessitate traffic and roadway changes
- Modifications to existing facilities (widening, traffic operational changes, traffic signals, etc.)

The success of a future transportation system is only realized when all components of the transportation system are effectively analyzed and studied. So, therefore, in addition to the above future operations and analysis study component, Grice Consulting Group realizes the importance of additional elements to provide the City with a complete study and proposes to evaluate the following:

Transportation System Components

- Intersection Improvement Projects
- Vehicle Traffic (Circulation)
- Safety / Directional Signing Projects
- Mid Block Pedestrian Crossings
- Bicycle Warning and Directional Signs
- Traffic Signal System Modifications
- Future Signal Locations and Intersection Improvements
- Signal Warrant Studies
- Installation of Traffic Calming Measures
- Pedestrian Facilities
- Access Management Strategies
- Truck Routing
- Railroad Crossings
- Mobility and Connectivity Issues
- Transit Facilities
- Way finding Signage

Deliverable(s):

- ✓ *Technical memorandum – Future Transportation Planning Needs*
- ✓ *Technical memorandum – Future Traffic Operations Analysis*

PHASE 6 – PROJECT DEFINITION, COSTS AND POTENTIAL FUNDING

Project Prioritization

Grice Consulting Group will evaluate transportation projects within each developed alternative as to their effectiveness in improving transportation system safety, operations, current and future congestion levels, mobility, connectivity, potential to foster development, preservation and enhancement of community character, environmental impacts, and in addressing other community goals and objectives. Evaluation measures will be developed through the public involvement process so that the public has an understanding and acceptance of the methods used to evaluate projects. All projects will also be evaluated as to their cost effectiveness, and assessed as to when they should be done.

The projects will be prioritized according to this technical evaluation and stakeholder and community feedback to ensure that recommended projects are broadly supported by the citizens of Stonecrest. This support is necessary in advocating for funding and project implementation.

Deliverable(s):

- ✓ *Technical Memorandum – Transportation Plan Goals and Objectives Memorandum*
- ✓ *Technical Memorandum – Transportation Plan Measures of Effectiveness*

Implementation Plan

Grice Consulting Group will develop an action plan associated with each of the areas of objectives within the Stonecrest Comprehensive Transportation Plan. The action plans will identify the program or project, process of application, potential source of funding as may be applicable, and a recommended implementation timeline.

Deliverable(s):

Implementation Plans for:

- Proposed Roadway Improvements
- Proposed Intersection Improvements
- Access Management Measures
- Traffic Control Changes or Modifications
- Traffic Calming Measures
- Traffic Signal System Enhancements
- Safety Improvement Plan
- Transit Circulation Plan
- Bicycle/Pedestrian Plan

PHASE 7 – DOCUMENTATION

Draft Plan

Grice Consulting Group will prepare a project report that summarizes the public / stakeholders process, data acquisition, safety analysis, analysis of the existing and future transportation systems, environmental and historical assessment, alternative and conceptual designs, recommended improvements, implementation plan and potential funding options. The draft document shall incorporate the various technical memorandums in such a manner as to readily address the plan goals and objectives.

Deliverable(s):

- ✓ *Draft plan document in loose-leaf 3-ring binder notebook and electronic format*

- ✓ Plan Documents, including graphics

Final Plan

Upon presenting our draft plan findings to the City staff and the general public / stakeholders, Grice Consulting Group will evaluate all comments for applicability and incorporate, if necessary, all applicable comments into another iteration of the draft plan, which will ultimately be submitted as the final plan. In a more complete manner, the final plan will provide the following:

- Public / Stakeholders process
- Data acquisition
- Safety analysis
- Analysis of the existing and future transportation system
- Documentation of comments and/or opinions of the participating agencies and the general public affected by the proposed alternative
- Cost Estimation for each recommendation
- Phasing issues and strategies for implementation
- Plan Graphics (Mapping)

This document will be provided in a 3-ring loose-leaf binder in photo-ready format for ease of production. The document will also be provided in electronic reproduction format.

Deliverable(s):

- ✓ *Final document in loose-leaf 3-ring binder notebook and electronic format*
- ✓ *GIS based Project Playbook*
- ✓ *Plan Documents, including graphics*

EXHIBIT D

DESCRIPTION OF THE PROJECTS

EXHIBIT DE

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 Grice's employees during the performance of the Contract; and
- (2) Each Grice who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

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

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

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Grice

Printed Name of Authorized Officer or Agent

Date

EXHIBIT FE

Purchasing Policy Addendum

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Grice

Printed Name of Authorized Officer or Agent

Date

EXHIBIT EG

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Grice(s) Name: _____

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 has 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.

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 Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify
TM Company Identification Number Date of Authorization

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

Title of Authorized Officer or Agent

Printed Name of
Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

My Commission Expires: _____

[NOTARY SEAL]

PROJECT SCHEDULE [ATTACHED]

City of Stonecrest

Project Schedule



GRICE CONSULTING GROUP

Tasks	1	2	3	4	5	6
Phase 1 - Project Management and Data Acquisition						
Project Management						
Data Acquisition and Planning						
Phase 2 - Transportation Goals, Objectives and Policies						
Public and stakeholder meetings		★				
Survey		★				
Phase 3 - Existing Conditions Assessments						
Transportation Planning						
Safety Analysis						
Existing Traffic Operations Analysis						
Phase 5 - Future Transportation Needs Assessment						
Forecasted Traffic Volumes, Traffic Distributions and Traffic Reassignment						
Future Transportation, Traffic operations Analysis and Needs						
Phase 6 - Project Definition, Costs and Potential Funding						
Project Prioritization						
Implementation Plan						
Phase 7 - Documentation						
Final Plan						

- Duration of Tasks
 - Public Involvement
 - Submittals



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on the 2019 City Council Meeting Dates

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 12/05/2018

SUBMITTED BY: Mayor Lary

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

2019

MEETING DATES

First Wednesday- Council Meeting at 9:00am- Work Session to Follow
Third Mondays - Work Session at 6:00pm - Council Meeting at 7:00pm

Meeting Dates

Date Items due to Clerk

January 2nd

December 27th

January 22nd

January 14th

February 6th

January 30th

February 18th

February 11th

March 6th

February 27th

March 18th

March 11th

April 3rd

March 27th

April 15th

April 8th

May 1st

April 24th

May 20th

May 13th

June 5th

May 29th

June 17th

June 10th

July 3rd

June 26th

July 15th

July 8th

August 7th

July 31st

August 19th

August 12th

September 4th

August 28th

Meeting Dates

September 16th

October 2nd

October 21st

November 6th

November 18th

December 4th

December 16th

Date Items due to Clerk

September 9th

September 25th

October 14th

October 30th

November 12th

November 27th

December 9th