



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor

Susan Hood

Yterenickia Bell

Mark Perkins

Jamie Carroll

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, July 30, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

Any member of the public may address questions or comments to the City Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each attendee will be allowed 3 minutes for comments.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. OLD BUSINESS

A. To discuss Ordinance No.493 amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

6. NEW BUSINESS

A. To discuss a resolution approving a contract with Paryani Construction, Inc. to perform renovation work at 736 Park North for use as city administrative space for a term of six months in an amount not to exceed \$480,000, to be funded out of the General Fund.

B. To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of SPLOST II.

C. To discuss a Change Order for additional work scope at 1056 Vaughan Street driveway apron in the amount of \$2,840 to be funded out of SPLOST I.

D. To discuss the final Greenway Trail plan presentation and implementation of Phase I.

7. EXECUTIVE SESSION

A. To discuss a litigation matter with the City Attorney.

8. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, July 30, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

<https://us02web.zoom.us/j/81187721550?pwd=zNPZHP3FaGduGZmwcs1WlvK9zCBLVL.1>

After registering, you will receive a confirmation email containing information about joining the webinar.



CITY OF CLARKSTON

ITEM NO: 5A

CITY COUNCIL WORK SESSION/ MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: JULY 30, 2024

SUBJECT: To discuss Ordinance No.493 amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Yterenickia Bell, City Council
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

NEED/ IMPACT: Allowing “late night sales” for consumption on the premises subject to certain conditions.

RECOMMENDATION: N/A

PUBLIC SAFETY AND LEGAL COMMITTEE MEETING MINUTES

Clarkston Women's Club

Wednesday, July 10, 2024, 6:30 PM

1. CALL TO ORDER

Meeting was called to order at 6:31PM

2. ROLL CALL

Present members are below:

- Brian Medford
- Sean Waters
- Mark Perkins (Vice Chair)
- YT (Chair)

Members that were not present are below:

- Curtis Johnson

3. INTRODUCTION OF MEETING'S PURPOSE

A. To discuss Ordinance No. 493 amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

Chair YT requested that all members review the full packet with information from various departments of the city ahead of the SAC meeting to provide recommendations on if the city should allow late night sales.

Chair YT called the meeting to order at 6:31PM.

It was a consensus of the members of the SAC committee that late night sales should be allowed, but that there needed to be specific designations, locations, potential phased process instead of every business based on their establishment history and an analysis of sales. Additional members discussed that the city should have a process for the best way to manage establishments that have been confirmed for late night hours/sales.

The committee further discussed that more information was compiled and that the Chair consults with the city administrator and the Planning and zoning director to identify the appropriate approach to handle late night sales.

The committee took a vote to move on the Chair working with the city administrator and Planning and zoning director to identify a succinct approach before the city council moves on an action. The vote was 4-0.

4. PUBLIC COMMENTS

No public attended the meeting, just committee members spoke on this item.

5. COMMENTS

6. ADJOURNMENT

The meeting adjourned at 7:11PM by a motion made, seconded, and voted on.

ORDINANCE NO. 19- 433

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW "LATE NIGHT SALES" FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the City Council has determined that "late night sales" of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety during the "late night sales" period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City's Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

"Sec. 3-34. Late night alcohol sales for consumption on premises.

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may also make such sales during the following hours, subject to the conditions set forth this section:

- (1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
- (2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) Late night sales pursuant to this section shall only be permitted when the licensee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment during late night hours and such security officer is actually present at the premises to provide security.

(c) The licensee shall not permit any person under 21 years of age to be present at the premises during late night sales hours as defined in this section.

(d) Upon request by a City of Clarkston official, the licensee offering late night sales of alcohol shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises per subsection (b) of this section during all periods of late night alcohol sales pursuant to subsection (a)."

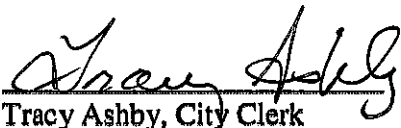
Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 5th day of February, 2019.

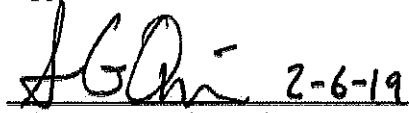
ATTEST:

**CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA**


Tracy Ashby, City Clerk


Mayor Ted Terry

Approved as to Form


Stephen G. Quinn, City Attorney

ORDINANCE NO. 21- 471

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO REPEAL "LATE NIGHT SALES" FOR CONSUMPTION ON THE PREMISES.

WHEREAS, the City Council previously adopted Section 3-34 of the City Code on February 5, 2019, which allowed "late night sales" of alcohol for consumption on the premises; and

WHEREAS, the City Council has received numerous complaints that late night alcohol sales disrupted the quiet repose of residents and has determined that such sales should no longer be allowed.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City's Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

Code Section 3-34 is hereby repealed, deleted and replaced with "Reserved."

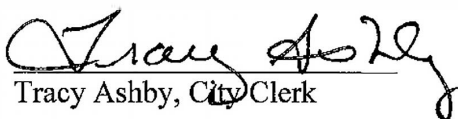
Section 2.

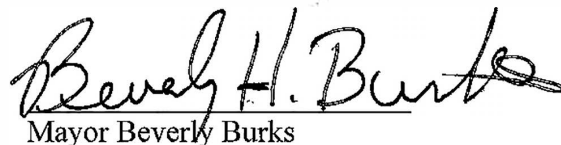
This ordinance shall become effective August 1, 2021.

SO ORDAINED, this 29th day of June, 2021.

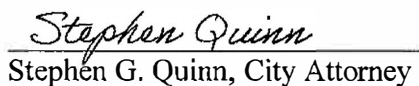
ATTEST:

**CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA**


Tracy Ashby, City Clerk


Mayor Beverly Burks

Approved as to Form


Stephen G. Quinn, City Attorney

ORDINANCE NO. 24-_____

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW “LATE NIGHT SALES” FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the City Council has determined that “late night sales” of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety during the “late night sales” period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City’s Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

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- (2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) Late night sales pursuant to this section shall only be permitted when the licensee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment during late night hours and such security officer is actually present at the premises to provide security.

(c) The licensee shall not permit any person under 21 years of age to be present at the premises during late night sales hours as defined in this section.

(d) Upon request by a City of Clarkston official, the licensee offering late night sales of alcohol shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises per subsection (b) of this section during all periods of late night alcohol sales pursuant to subsection (a).”

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

**CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA**

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to Form

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discuss

MEETING DATE: JULY 30, 2024

SUBJECT: To discuss a resolution approving a contract with Paryani Construction, Inc. to perform renovation work at 736 Park North for use as city administrative space for a term of six months in an amount not to exceed \$480,000 to be funded out of the General Fund.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: Discuss a Contract with Paryani Construction, Inc, a Statewide Contractor. for the renovations of some areas within the building located at 736 Park North for Use as City Administrative Space for a Term of six months in an amount not to exceed \$480,000 to be funded out of the General Fund.

NEED/ IMPACT: Some renovations are needed to the current floor design to include selective demolition, updating floor plan, new lighting, exterior entry and main lobby, and secure areas for property and evidence storage. More specifically, creating a new public entrance which will be handicap accessible, providing for secure property and evidence storage in the Police Department side of the building, creating a Council Chambers/Courtroom space, creating an Emergency Operations Center/Conference Room, with a second means of ingress and egress, in the Police Department side of the building, as well as creating a secure entrance and exit for the police department personnel. The proposed renovations will include adding a wall and a second internal entry/exit door to create a secure area for the City Manager's Office due to the high level of administrative responsibilities handled by that office and the construction of a secure area with a counter installed in the main lobby for the Receptionist, Permit Technician, and Municipal Court staff to ensure safe interactions with the public. The renovations will include new flooring in some areas of the building, new paint as well as new walls and doors in some areas of the building. Safety is a top priority, which is the reason these renovation changes are necessary.

RECOMMENDATION: Approve the contract with Paryani Construction, Inc, a Statewide Contractor, for the renovations of some areas within the building located at 736 Park North for Use as City Administrative Space for a Term of six months in an amount not to exceed \$480,000 to be funded out of the General Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A CONTRACT WITH PARYANI CONSTRUCTION, INC TO PERFORM RENOVATION WORK AT 736 PARK NORTH FOR USE AS CITY ADMINISTRATIVE SPACE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council approves a contract with Paryani Construction, Inc. to perform renovation work at 736 Park North for use as city administrative space for a term of six months in an amount not to exceed \$480,000, to be funded out of the General Fund. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

PARTICIPATION AGREEMENT (CONTRACT)
between
Paryani Real Estate, LLC
and the
STATE OF GEORGIA – DEPARTMENT OF ADMINISTRATIVE SERVICES
for

Sourcewell Contract #: GA-A07-040820-PAR
Georgia Statewide Contract # 99999-SPD-S 2020 0901-00020

WHEREAS OCGA 50-5-51(9) authorizes DOAS to enter into agreements with nonprofit organizations to further promote the purposes and policies set forth in OCGA 50-5-50 et.seq.; and

WHEREAS Sourcewell is a government cooperative purchasing consortium that can expand the purchasing base for DOAS and thereby create leverage and economies of scale DOAS cannot create by itself; and

WHEREAS Sourcewell issued Invitation for Bid GA-040820 soliciting indefinite quantity construction services; and

WHEREAS Paryani Real Estate, LLC ("Contractor") submitted a bid; and

WHEREAS after reviewing Contractor's Bid, Sourcewell selected Contractor as one of the approved vendors to provide indefinite quantity construction services in accordance with Indefinite Quantity Construction Agreement between Sourcewell and Contractor dated April 20, 2020 and the following contract documents: Book 1 - Project Information, Instructions to Bidders and Execution Documents; (b) Book 2 - IQCC Standard Terms and Conditions and IQCC General Conditions; (c) Book 3 - Construction Task Catalog, (d) Book 4 - Technical Specifications; and any Addenda thereto

WHEREAS the term of this Participating Addendum (Contract) will be effective September 1, 2020 through July 20, 2021 and coterminous with the Master Agreement term unless otherwise cancelled or terminated. The parties must mutually agree to renew this Participation Agreement for additional periods of one year (12 months) each. Sourcewell amendments to extend the term date are automatically incorporated into this Participating Addendum (Contract) unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum (Contract).

WHEREAS DOAS has determined the pricing formulas in Contractor's Bids submitted to and approved by Sourcewell are as good as or better than prices ordinarily achieved through individual competitive bids.

NOW THEREFORE the parties agree as follows:

1. Forum and Choice of Law

The laws of the state of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the state.

2. Legal Compliance

This Contract shall be interpreted and governed by the laws of Georgia without regard to principles of conflicts of laws. Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any

governmental authority having jurisdiction over the project or the performance of the work, and the specific laws noted below, and shall ensure such compliance of its Subcontractors.

2.1. Open Records Act. Authorized User and Contractor acknowledge and agree that certain records of the project and the work, including records of Subcontractors, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, with particular attention being called to O.C.G.A. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entities engaged in performance of services or functions on behalf of a state agency, public agency, or public office.

2.2. Energy Efficiency and Sustainable Construction Act of 2008. All projects subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008 ("Energy Act") must be designed so that not less than 10 percent of all building materials used in the project are materials that are harvested, extracted, or manufactured in the State of Georgia where such products are commercially available. Contractor shall track the value of all Georgia-based materials installed in the project. Contractor shall provide documentation to ensure compliance and shall complete the Georgia-Based Materials and Products Checklist to certify compliance with the requirements of the Energy Act. A copy of Georgia-Based Materials and Products Checklist can be located at the following link:

https://gsfic.georgia.gov/sites/gsfic.georgia.gov/files/related_files/press_release/Ga%20Peach%20Guidelines%20Presentation%205-17-13.pdf

2.3. Illegal Immigration Reform and Enforcement Act of 2011. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 *et seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with Subcontractors who present an affidavit as required by O.C.G.A. § 13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services in satisfaction of this Contract.

2.4. Drug-Free Workplace. Contractor certifies that it will provide a drug-free work place in accordance with the Drug-Free Workplace Act, O.C.G.A. §§ 50-24-1 *et seq.* Contractor certifies that it will secure from all Subcontractors the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor 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 50-24-3."

2.5. Applicable Sales and Use Taxes. Contractor shall pay all applicable sales and use taxes, including such taxes on the Authorized User supplied tangible personal property that is to be incorporated into the project as required by O.C.G.A. 50-24-1(h)(1). Prior to supplying such property, Authorized User shall provide notice of the amount of tax owed for such tangible personal property.

2.6. No Boycott of Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §§ 50-5-85.

2.7. Sexual Harassment Prevention. The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If

Contractor has employees and Subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

2.7.1. Contractor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy;

2.7.2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at the following link:

<https://www.youtube.com/embed/NjVt0DDnc2s?rel=0>

Prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the Authorized User, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

2.8. Variances. If Contractor observes that the construction documents are at variance with any laws, ordinances, rules, regulations, or codes stated above, it shall promptly give Notice to Authorized User. If Contractor performs any work contrary to such laws, ordinances, rules, regulations, or codes without providing such prior notice to Authorized User, it shall bear all costs arising therefrom. No variances from the Contract are allowed except to the extent that the said variances are necessary to comply with the above-stated codes. If any express requirements of the Contract are at variance with the above-stated codes, a change order shall be executed to bring the Contract into compliance with the above-stated codes.

2.9. Notice. Any notice or other material communication required or permitted under this Contract shall be in writing, dated, and signed by an officer or duly authorized representative of the party making same. Unless otherwise required by the provisions of this Contract, notice may be sent via electronic mail, fax, U.S. Mail, or hand delivered. All members of the Project Team shall be copied on any notice. The persons and addresses to which notices should be given may be changed by notice given in accordance with this section. Such notice shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery.

2.10. Order of Precedence of Contract and Changes. In the event of conflict among the Contract documents, a change order shall control over any previous change order; and a change order shall control over the general requirements, which shall control over this Contract, which shall control over the general requirements, which shall control over the specifications.

2.11. Order of Precedence in Construction Documents. The following general principles shall govern the settlement of disputes that may arise over conflicts in the construction documents: (a) as between the drawings and specifications, the specifications shall govern; (b) as between figures given on drawings and the scaled measurements, the figures shall govern; and (c) as between large-scale drawings and small-scale drawings, the larger scale shall govern. Conflicts discovered shall be immediately reported to Authorized User.

3. Authorized Source of Supply

DOAS authorizes cooperative purchasing through Sourcewell so that state and local government entities hereafter referred to as Authorized Users may contract for indefinite quantity construction services using the pricing formulas in the Contractor's Bid.

Any such Order placed by an Authorized User for construction services under this agreement shall be bound by the terms and conditions set forth in the Contract Documents referenced above; provided, however;

3.1. Work Order Threshold. Contractor is not obligated to enter into an individual Order with any Authorized User for supplies or services less than \$2,000.00. Contractor shall not enter into an individual Order with any Authorized User for supplies and services more than \$1,000,000 without prior approval from DOAS;

3.1.1 Contractor shall not enter into a series of Orders with the same Authorized User within a thirty (30) day period for supplies and services that together total more than \$2,000,000.00 without prior approval from DOAS.

3.2. Work Order Response. Contractor is required, as soon as practicable after award of the Work Order, to furnish in writing to the Authorized User the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work, along with estimated values to be paid to each Subcontractor. The Authorized User will reply promptly to the Contractor in writing stating whether or not, after due investigation, Authorized User has reasonable objection to any such proposed person or entity. Failure of the Authorized User to reply promptly shall constitute notice of no reasonable objection.

3.1.2. The Contractor shall not contract with a proposed person or entity to whom the Authorized User has made reasonable and timely objection.

3.1.3. If the Authorized User has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Authorized User has no reasonable objection.

3.3. Work Order. The Authorized User may issue a Work Order based upon the needs and scope of their particular construction service requirements referencing **SWC**. Any specific requirements would be attached to the Order as "Special Conditions." All orders under this Contract are to be made out to and processed by the Authorized User and should contain the following:

- (i) Mandatory Language "Work Order is subject to the Indefinite Quantity Construction SWC No.:";
- (ii) Agency Name, Address, Contact, & Phone-Number and;
- (iii) Reference to the state contract number and contractor's name. "99999-SPD-00000 - Contractor's Name"
- (iv) Completed Project Charter for Services

3.4. Fund Obligation. This Participation Agreement authorizes the Contractor to enter into Orders with Authorized Users hereunder. Each Order that the Contractor executes with Authorized Users is a separate obligation between the Contractor and the Authorized User. DOAS shall not be responsible for the payment of any Orders executed by the Authorized User.

3.5. Reporting. Contractor shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Contractor in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account.

3.5.1. Contractor shall submit a monthly contract status report to DOAS' contract administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, small and minority business utilization,

3.5.2. Contractor shall supply a Progress Report to Authorized User by the end of the first week of each month, a minimum of one week prior to the monthly Progress Meeting. The Progress Report shall include the following:

1. Project/management summary
2. Work performed during the reporting period
3. Milestones met and/or achieved
4. Progress against the schedule (any changes is to be identified together with remedial action)
5. Dependencies
6. Problems experienced
7. Activities planned for the next period
8. Risk log status
9. Action log status
10. Assumption log status.

The format of the progress report shall be agreed upon with the Authorized User during the initial Scope Meeting. In addition, the same level of reporting (but by entity) shall be provided to DOAS during the Business Review meetings. Reporting may include, but not limited to, open single and multiple projects.

3.5.3. Upon Request, the Contractor shall provide, evidence of the Contractor's good faith efforts to utilize local, small and minority businesses.

3.6 Construction Task Catalog Updates. On the anniversary of the Sourcewell solicitation, a new Construction Task Catalog will be furnished. The new Construction Task Catalog will be effective for the twelve (12) month period after the anniversary of the Sourcewell award date. The Construction Task Catalogs that accompany each anniversary shall only apply to Work Orders issued after the effective date of that specific renewal option and shall have no impact on Work Orders issued prior to the effective date of that specific renewal option.

SUPPLIER: Paryani Real Estate, LLC 2300 Windy Ridge Parkway SE, Ste R-76, Atlanta GA 30339 404-432-7820 Manish Paryani manish@paryaniconstruction.com	
SERVICE AREA	Area A
Normal Working Hours - Prevailing Wage – Non-Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2216
Other than Normal Working Hours - Prevailing Wage – Non-Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2432
Normal Working Hours – Non- Prevailing Wage – Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2432
Other than Normal Working Hours - Non-Prevailing Wage – Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2649
Non Pre-Priced Items	1.1351

- 3.7. Quarterly Business Review Meetings. Contractor must participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by the Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."
4. Bonds. Upon execution of the Contract, Contractor shall furnish requested bonds (a performance bond and/or a payment bond), with a penal sum equal to at least the Contract Sum. Surety companies must be acceptable to Authorized User. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia.
5. Indemnification Obligation. Contractor shall indemnify, defend, and hold harmless Authorized User, the State of Georgia and its departments, agencies and instrumentalities, and all of their respective officers, members, employees, and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, judgments, liability, demands, losses, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of Contractor, its Subcontractors, its agents, employees, or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any applicable Federal, State or local law, rule, or regulation. The indemnification obligation set forth in this section extends to the successors and assigns of Contractor and will survive the termination of the Contract or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.
- This indemnification obligation does not extend beyond the scope of the any Project, this Contract, and the work or obligations undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

6. Time

6.1. Duty to Commence and Complete Work. Contractor shall commence physical work at the project site within ten (10) days of the issuance of the Proceed Order but shall not commence any physical work on the site until a Proceed Order is issued. Contractor shall achieve Material Completion of the Project not later than the Material Completion Date.

6.2. Time is of the Essence. Time is of the essence of this Contract and all obligations hereunder. Time being of the essence, it is mutually agreed that Owner will suffer damages if Contractor does not achieve Material Completion by the Material Completion Date and Contractor shall therefore compensate Authorized User for the delay as provided in Section 5.3. Contractor has carefully examined and analyzed the Site, the Contract, Construction Documents, and all known factors related to its ability to achieve Material Completion by the Material Completion Date. Contractor agrees that the stipulated Contract Time is fair and reasonable.

6.3. Liquidated Damages for Delay. The parties may agree to an amount to be paid as Liquidated Damages if Contractor fails to achieve Material Completion by the Material Completion Date. If the parties agree to Liquidated damages, such Liquidated Damages shall be stated in the Work Order and the Project Charter. The specified liquidated damages are not a penalty but are agreed to in advance because of the difficulty of determining and proving the amount of delay damages incurred by the Authorized User as a result of the delay. Liquidated Damages shall be charged beginning upon the day following the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued. Liquidated Damages shall be deducted from payments due to Contractor as they accrue and such deduction shall be in addition to the retainage provided for in the Contract. If the parties do not agree to a sum for Liquidated Damages, the Authorized User shall be entitled to recover its actual damages if Contractor fails to reach Material Completion by the Material Completion Day.

7. Contract Suspension and Termination

7.1. Termination. The termination of this Contract does not in and of itself terminate any Order(s) executed pursuant to the authorization of this Contract; provided, however, termination of the Contract may be considered by any Authorized User in its determination whether to terminate its individual Order with the Contractor.

7.2. State Right to Terminate Work Order Without Cause. The state may terminate the contract at any time, without cause, upon giving Contractor 60 days' Notice. In the event the state elects to terminate the Contract the state shall pay Contractor, in accordance with the terms of the Contract for all work executed prior to termination, up to the unpaid balance of the Contract Sum.

7.3. Authorized User's Right to Terminate Work Order for Cause. Authorized Users may terminate the Work Order if Contractor is in breach of a Notice of Non-Compliant Work; if Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency; if Contractor persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the project; if Contractor abandons the project for a period of seven (7) or more days; if Contractor is otherwise guilty of a substantial violation of any provision of the Work Order or for any reason that would permit Authorized Users to terminate the Work Order under applicable law. Authorized Users may terminate the Work Order or these causes, without prejudice to any other right or remedy under this Contract, at equity, or in law, upon giving Contractor fifteen (15) days' Notice of Authorized User's intent to terminate for cause.

7.4. Authorized User's Right to Retain Work Upon Termination for Cause. Upon termination for cause, Authorized Users shall have the right to take possession of the work, together with all

materials, equipment, tools, and improvements thereon and to finish the work by whatever reasonable method Authorized Users may deem expedient.

7.5. Payment Due Upon Termination for Cause. Upon termination for cause, Contractor shall not be entitled to receive any further payment until the work is completed. Upon completion, Authorized Users shall pay the positive excess of (i) the unpaid balance of the Contract Sum over (ii) Authorized User's cost of completion of the work, plus any damages incurred by Authorized Users due to such termination or the basis for such termination, including but not limited to liquidated damages for delays in completion.

8. Construction Phase Requirements

8.1. Review of Construction Documents. Prior to commencing the work, Contractor shall review all construction documents for any inconsistency, ambiguity, error, or omission. When potential design issues are identified, Contractor shall annotate the construction documents and shall issue an explanation in writing to the Authorized User. The Authorized User shall furnish complete, definite, and clear instructions in response to the request in writing, or by issuing drawings, or both. In the event instructions are given orally for expediency, they shall be confirmed in writing or by drawings within five (5) days following the oral instructions. Any such additional instructions shall be consistent with the Construction Documents and reasonably inferable therefrom. Contractor shall not proceed with the affected work until receiving a response from the Authorized User.

8.2. Progress Reports. During the construction phase, Contractor shall monitor the progress of the work for conformance with the overall project schedule and keep the Authorized User informed of such progress and shall maintain records documenting the progress of the work. Contractor shall submit progress reports at intervals reasonably determined by the Authorized User. Progress reports shall document the progression of the work and shall include information on the percentage of completion and indicate completed activities and any changes in sequencing or activity durations, including approved change orders. Progress reports also note dates by which non-compliant work shall have been cured and note the actual date of cure of the non-compliant work.

8.3. Supervision of Work. Contractor shall supervise and direct the work using diligent skill and attention in order to ensure satisfactory progress of the work and that the quality of the work complies with the Contract. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures. Contractor is fully responsible to Authorized User for the acts and omissions of its officers, employees, agents, all Subcontractors and their respective officers, employees and agents, and all other persons on the site at the direction of Contractor or to perform work. Non-performance, improper performance, or other default by any Subcontractor or employee or agent of Contractor shall not excuse Contractor from its obligation to assure timely performance of the work in compliance with the Contract.

8.4. Safety. The Contractor is responsible for the safety of the site and the work. The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. § 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents. Contractor shall properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created thereby.

8.5. Project Charter Compliance. The Project Charter herein must be used to officially start and complete all state projects. It formally authorizes the existence of the project and provides a

reference source. The charter gives a direction and a sense of purpose to the project management from start to end. To show consensus, ensure the project remains on schedule, and issues are addressed timely all parties must sign Project Charter document prior to the start and at completion of ANY state entity project.

9. Warranties, Inspections and Correction Work

9.1. Construction Warranty. All work shall be free from defects and conform to the requirements of the Contract. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. Such warranties are referred to herein as the Construction Warranty. In addition to the Construction Warranty, Contractor shall provide all additional warranties called for in the construction documents. These warranties shall be in such form as to permit direct enforcement by the Authorized User against any Subcontractor or third party whose guaranty or warranty is called for. The calling for or the furnishing of written warranties or bonds shall in no way limit the Construction Warranty and the contractual obligations of Contractor hereunder.

9.2. Inspection of the Work. Both Contractor and Authorized User have separate duties to inspect the work. Inspection of the work by the Authorized User or any third party shall not diminish, relieve, or alter the responsibility of Contractor to ensure that all work complies with the Contract. The failure of Authorized User or other third-parties to discover or notify Contractor of the existence of non-compliant work shall not relieve Contractor of its responsibility to ensure that all work complies with the Contract, and neither the Certificate of Material Completion or Certificate of Final Completion nor payment shall relieve Contractor of responsibility to ensure that all work complies with the Contract.

9.3. Contractor's Inspection of the Work. Contractor has an indivisible, non-delegable, and nontransferable contractual obligation to Authorized User to make inspections of the work at all stages to confirm at all times that all work has been executed strictly in accordance with the Contract. Contractor shall not rely on an inspection by the Authorized User or any other third party to identify non-compliant work.

9.4. Notice of Non-Compliant Work. The Authorized User may issue a Notice of Non-Complaint work if it observes non-compliant work, including failure to maintain the overall project schedule. The Notice of Non-Compliant Work shall be in writing, dated, and addressed to Contractor with a copy to the Authorized User, as applicable. The Notice of Non-Compliant Work shall include a description of the non-compliant work, a citation to the provision of the Contract (or incorporated document or standard) that has been violated, and a reasonable period to correct the non-compliant work ("Cure Period"). If Contractor is unsure or unaware of any information necessary to correct the non-compliant work, it shall immediately request such information in writing. In the event that the Authorized User incurs increased costs due to re-inspection of work that was found to be non-compliant, Contractor shall be liable for the costs of the re-inspection, including but not limited to the salary, professional fees, and travel expenses of the Authorized User or inspection firm.

9.5. Duty to Promptly Correct Work. Contractor shall promptly correct any non-compliant work within the Cure Period stated in the Notice of Non-Compliant Work. The duty to correct the work shall apply whether the non-compliant work is discovered before or after Material Completion. Contractor shall bear the costs of correcting such non-compliant work, including, without limitation, additional testing and inspections and shall bear the expense of restoring all work of separate contractors affected or destroyed by such removal or replacement. Contractor shall give prompt notice upon completion of the correction of the non-compliant work. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction of the non-compliant work.

9.5.1. Notice of Non-Compliant Work for Failure to Maintain Schedule. If the Authorized User issues a Notice of Non-Compliant Work for failure to maintain the Overall Project Schedule, Contractor shall deliver to the Authorized User a written plan explaining how Contractor intends to bring the project back in compliance with the overall project schedule within seven (7) days of the issuance of the Notice of Non-Compliant Work. Contractor's plan must provide sufficient detail to allow the Authorized User to determine the proposal's feasibility.

9.5.2. Authorized User's Option to Accept Non-Compliant Work. If the Contractor and the Authorized User deem it inexpedient to correct Non-Compliant Work, Authorized User may agree, in writing, to accept the Non-Compliant Work and make an equitable deduction from the Contract Sum which shall be deducted from Contractor's next payment.

9.5.3. Authorized User's Remedies for Breach of Notice of Non-Compliant Work or Failure to Prosecute the Work. If Contractor does not correct the Non-Compliant Work within the Cure Period stated in the Notice of Non-Compliant Work, Contractor shall be deemed to have breached the Notice of Non-Compliant Work. If Contractor breaches a Notice of Non-Compliant Work or fails to prosecute the Work in accordance with the Contract, Authorized User may, after giving five (5) days' Notice to Contractor, correct the Non-Compliant Work, prosecute the work, or supplement the labor of Contractor or its Subcontractors and deduct the costs thereof from any payment then or thereafter due to Contractor and recover any resulting deficit from Contractor. The remedies stated in this section are in addition to the remedies otherwise available to Authorized User and are without prejudice to any other remedies.

10. Change Orders

10.1. Change Orders. The Authorized User may order changes in the work consisting of additions, deletions, or modifications to the work, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized only by written change order signed by the Authorized User. Without a change order executed by the Authorized User, Contractor shall not make any changes in the work or perform any work that is not a part of the Order, nor shall Contractor receive any compensation or make any claim therefor.

10.2. Change Order Sum. The change order sum may be determined in one or more of the following ways: 1) by an estimate of allowable change order costs agreed upon in advance and paid as a lump sum ("Lump Sum Change Order"), 2) by unit prices named in the Contract or subsequently agreed upon, which unit prices shall include all Contractor overhead, profit, and markup ("Unit Price Change Order"), or 3) by the amount of actual allowable change order costs incurred in the performance of the change order work ("Force Account Change Order").

10.3. Change Order Proposals. Any change order shall contain a description of change order work provided by the Authorized User. Contractor shall promptly respond to the proposed change order with an estimate of the allowable costs of the change order work and the impact to the project schedule. The response shall include an itemized breakdown of allowable change order costs and a justification to the change in the project schedule. The Contractor's justification is provided so that the Contractor, and the Authorized User can determine whether the proposed change in Contract Time or Contract Sum is reasonable and in compliance with the terms of the Contract.

10.3.1. Disagreement as to Change in Contract Sum. In no event shall any increase in the contract sum for such change order work exceed the increase identified in Contractor's response.

10.4. Acceptance of Proposed Change Order. If the Authorized User agrees with Contractor's proposed changes to the contract time and contract sum, then the Authorized User shall execute the Change Order. Upon the Authorized User's execution, the Change Order shall be binding and of full force and effect. All change orders shall be performed under the conditions of the original Contract except as specifically modified by the change order. The change in contract time and contract sum (if any) provided by the change order constitutes compensation in full to Contractor for the change order work and accounts for all delays and impacts related thereto.

11. Project Close Out

11.1. Inspections for Material Completion. Contractor shall request an Inspection for Material Completion when it has completed all work, except for minor items and permitted incomplete work and submitted all required documents, including final documents.

11.2. Cleaning Prior to Material Completion. Prior to the inspection for Material Completion, Contractor shall remove from the site all waste and perform a thorough cleaning of the Work. Contractor shall dust all hard surfaces, mop all hard floors, vacuum all carpet, remove any stains and paint spots, clean and polish all plumbing fixtures and equipment, clean all electrical and mechanical equipment, and clean all ductwork and filters if dirty. Contractor shall also restore any existing facilities such as roads, landscaping, pavement, fencing, curbing, and the like at the site to at least their pre-construction conditions. Contractor may leave equipment at the site as necessary to achieve Final Completion of the Project. To achieve Material Completion, Contractor shall have fully cleaned the site.

11.3. Notice of Readiness for Inspection for Material Completion. When Contractor determines that the Project is ready for Inspection for Material Completion, Contractor shall give Notice to the Authorized User requesting Inspection for Material Completion. Such notice shall be provided at least seven (7) days in advance of the date requested for Inspection for Material Completion. Such Notice shall include a copy of the Initial Punchlist. If Contractor requests inspection for Material Completion and it is determined by the Authorized User that the Project has not reached Material Completion, referred to as a "false start," then Contractor shall be liable for the costs and damages resulting therefrom.

11.4. Inspection, Certificate of Material Completion. The Authorized User shall conduct the Inspection for Material Completion and shall confirm the Final Punchlist by adding or deleting minor items or permitted incomplete work as appropriate. Upon completion of the Inspection for Material Completion, if the Authorized User determines the work has reached material completion, the Authorized User shall execute the Certificate of Material Completion and attach a first draft of a Final Punchlist, which may be handwritten or in electronic format and which shall list all minor items and permitted incomplete work and assign amounts to be withheld from the Payment for Material Completion on account of each minor item and permitted incomplete work. The Final Punchlist shall include completion dates for the permitted incomplete work. All minor items shall be completed within thirty (30) days of material completion.

11.5. Payment for Material Completion. Upon material completion, Contractor shall submit a Payment Application along with a Payment Affidavit certifying completion of all work in accordance with the contract, except for minor items and permitted incomplete work, and releasing all claims against the Authorized User of any nature arising out of the project except any claims noted on the Payment Affidavit. If Contractor fails to provide a Payment Affidavit, Payment for material completion shall operate as settlement, waiver, release, discharge, and payment in full of all claims (including Claims) against Authorized User of any nature arising out of the project except for the work associated with the minor items and the permitted incomplete work.

11.6. Material Completion. A determination that Contractor has achieved material completion, the issuance of a Certificate of Material Completion, or Authorized User's Payment for Material Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

11.7. Final Completion, Payment. Final completion is the completion of all work. When Contractor has completed all work, it shall request an inspection for final completion. The Authorized User shall inspect all work and if it determines that all work is complete, it shall execute the Certificate of Final Completion. Upon final completion, Contractor shall submit a Payment Application requesting the remainder of the contract sum. Acceptance of payment for final completion by Contractor shall operate as settlement, waiver, release, discharge and payment in full of all claims against the Authorized User of any nature arising out of the project.

11.8. Final Completion. A determination that Contractor has achieved Final Completion, the issuance of a Certificate of Final Completion, or Authorized User's Payment for Final Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

12. Payment

12.1. Schedule of Values. Prior to the issuance of the proceed order, Contractor shall submit a Schedule of Values of the work to assist the Authorized User in reviewing Payment Applications. The Schedule of Values shall allocate the contract sum to the portions of the work in such detail as Authorized User require. If requested, Contractor shall provide evidence of the accuracy of the Schedule of Values. Unless objected to by the Authorized User, the Schedule of Values shall be used to determine the payment due for completion of each portion of the work.

12.2. Payment Applications. Contractor shall submit a Payment Application to the Authorized User by the fifth (5th) day of each month for the work performed during the previous month on the form supplied by the Authorized User. The Payment Application shall itemize the total sum billed in the same format as the Schedule of Values and shall include the percentage complete for each item of work. Contractor shall submit no more than one (1) Payment Application during each month. No payment shall become due to Contractor until a proper Payment Application is submitted.

12.3. Representations of Contractor. The Payment Application constitutes a representation by Contractor to the Authorized User that (i) the quality of the work covered by the application is in accordance with the Contract; (ii) Contractor is entitled to payment in the amount requested; (iii) all work covered by any previously approved Payment Application, for which Contractor has been paid, is free and clear of liens, claims, security interests or encumbrances, and (iv) title to all work covered by the Payment Application will pass to Authorized User no later than the time of payment.

12.4. Payment. The Authorized User shall make payment for all work completed in the previous month, based upon the Schedule of Values and Contractor's estimate of percentage complete, less the retainage and subject to Authorized User's right to withhold amounts and Authorized User's right to adjust for overpayments. Authorized User shall make payment to Contractor no later than thirty (30) days after receipt of a properly completed Payment Application.

12.5. Disputed Payments. The Authorized User and Contractor agree to use their best efforts to resolve all disputes concerning the Payment Application during the said thirty (30) day payment period. If Authorized User disputes a portion of the Payment Application, Authorized User shall

make payment of all undisputed amounts within the thirty (30) day payment period. If payment disputes continue, DOAS shall be notified for further action.

12.6. Payments Withheld. Authorized Users may withhold payment, or nullify the whole or part of any previous Payment Application, to such extent necessary to protect Authorized Users from loss on account of any one or more of the following: (i) Non-Compliant Work; (ii) failure of Contractor to make payments due to Subcontractors; (iii) reasonable evidence that the Contract cannot be completed for the unpaid contract sum; (iv) damage to a separate contractor or to any other third party, or reasonable evidence that third parties may file claims against Authorized User due to acts or omissions of Contractor; (v) failure to maintain the overall project schedule, or (vi) requests for or prior payment of costs that are not required to be reimbursed hereunder. When the grounds for withholding payment are remedied (if applicable), payment shall be made for amounts withheld because of them. In the case of withholding payment for failure to pay Subcontractors, Authorized User may agree to payment upon receipt of a satisfactory Consent of Surety.

12.7. Payment of Subcontractors. Contractor shall pay Subcontractors the amount due for Subcontractor's work, less applicable retainage, within seven (7) days of receipt of payment from Authorized User for such work unless the contract between Contractor and Subcontractor provides that no such payment is due (e.g. without limitation, as a result of non-performance under the Subcontract). The Authorized User has the right to request evidence from the Contractor that the Contractor has properly paid all Subcontractors. If the Contractor fails to provide such information within seven (7) days of Authorized User request, Authorized User shall have the right to contact Subcontractors to determine if they have been paid. Authorized User shall have no obligation to pay or see to the payment of money to a Subcontractor.

12.8. Milestone Payments. Authorized User shall have the option to make milestone payments in which the Authorized User shall make payments to the Contractor in accordance with an agreed upon Milestone Payment Plan for Work Orders subject to satisfactory completion of the milestone events detailed in the Project Charter.

12.9. Retainage. Until the payment for Material Completion, Authorized User may withhold retainage in the amount of ten percent (10%) from each Payment Application.

12.10. Freezing Retainage. After one-half (1/2) of the Contract sum has been paid, upon submission of the next Payment Application following the payment of one-half of the contract sum, if the work is on or ahead of schedule according to the overall project schedule and there are no unresolved breaches of non-compliant work, Contractor may request that the Authorized User stop the collection of retainage. Upon Authorized User approval, the previously withheld retainage will be converted to a lump sum to be held by Authorized User until Material Completion and Authorized User will collect no additional retainage unless retainage is reinstated. Authorized User will reinstate collection of retainage if the work is five percent (5%) or more behind schedule according to the overall project schedule or if Contractor breaches a Notice of Non-Compliant Work. Authorized User will continue the collection of retainage under this section until the breach is cured or the time is recovered and the project is on or ahead of schedule.

12.12. Retainage Release. When Material Completion is achieved, retainage shall be paid to the Contractor with the payment for Material Completion.

12.13. Contractor Administrative Fee Compliance. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting contract. The administrative fee amount for this statewide contract is 1%. Contractors currently holding one or more Participating Agreements are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes every quarterly reporting

and administrative fee submission requirements. DOAS will not award the resulting Contract to a Contractor, who has failed to meet its current Contract obligations.

13. Dispute Resolution

13.1. Dispute Resolution. (a) Initially, all disputes shall be resolved at the agency level. The Authorized User and the Contractor shall resolve disputes regarding issues with the work; to include, technical and design issues, and material changes to Specifications. (b) If the dispute cannot be resolved at the agency level within five (5) calendar days after recognition, either Party shall notify DOAS in writing of the dispute, and DOAS will instructed on further actions.

14. DOAS Annual Outreach and Marketing Opportunities

14.1. Participation in DOAS State Purchasing's Annual Georgia Procurement Conference (GPC). DOAS hosts an annual marketing and training trade conference, usually in late April or early May, to educate public procurement professionals on the commodities and services available on Participating Agreements, offer them educational platforms to learn new techniques and best practices from state and national industry experts and provide marketing, networking and training opportunities to Participating Contractors.

The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. The Exhibitor Expo, which is one of the highlights of the conference, has significant marketing value and is extremely cost effective as it provides exceptional opportunities for Contractors to market directly to thousands of attendees.

The Georgia Procurement Conference is scheduled each year at the Jekyll Island Convention Center and is primarily supported by statewide Contractors as exhibitors. The cost to exhibit in the past has ranged from \$1,300 to \$1,600 depending on booth location desired. DOAS believes that the Expo is important because it provides public purchasers with an opportunity to meet over 300 Contractors and receive important information on new and existing products and services. It provides Contractors with training workshops and the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 800 attendees, many of whom represent potential new customers. Please note that exhibiting at the Georgia Procurement Conference is not required.

14.2. Contract Outreach. Contractor is required, at a minimum, to participate in outreach efforts to raise awareness of potential subcontracting opportunities resulting from work ordered by Authorized Users. The Contractor is strongly encouraged to formally advertise subcontractor opportunities resulting from an Order placed by Authorized Users in publications or communication media regardless of the amount of the Order.

15. State Entities' Right to Seek Competitive Bids

15.1. Authorized Users Seeking Other Bid Opportunities. Notwithstanding anything in the Invitation for Bids issued by Sourcewell or Contractor's Bid, Authorized Users shall, at all times prior to signing a contract for work, have the right to reject any offer or proposed engagement from Contractor and seek competitive bids through the normal competitive bidding process.

16. Successors and Assigns

16.1. This Participation Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

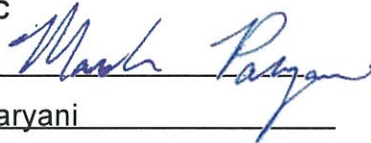
17. Entire Agreement

17.1. This Participation Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Participation Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the day and year first above written;

Paryani Real Estate, LLC

Authorized Signature: _____



Print Name: Manish Paryani

Date: 07.30.2020

Department of Administrative Services – State Purchasing

DocuSigned by:

Authorized Signature: _____



Print Name: Lisa Eason

#22808E06EBB41F...

Date: 8/18/2020



CONTRACT AMENDMENT # 3

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Paryani Real Estate, LLC.
Contract No.:	99999-SPD-20200901-00020
Cooperative No.:	<u>GA-040820</u>
Cooperative Name	Sourcewell
Current Contract Term:	April 13, 2021 - April 19, 2024
Amendment No.	3

WHEREAS, the Contract is in effect through the Current Contract Term as defined above, and the parties desire to amend the Statewide contract to extend the Statewide Contract term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

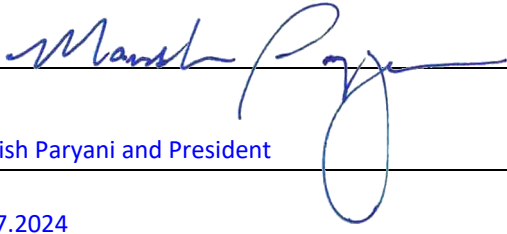
1. **Term:** This Statewide Contract is hereby amended to extend the Contract term. The new Contract term is April 20, 2024, through April 19, 2025.
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services during the term of this Extension, the new contract shall supersede this Extension.

CONTRACT NUMBER: **99999-SPD-20200901**-Paryani Real

Estate, LLC.

IN WITNESS WHEREOF, the parties have caused this Amendment to be Paryani Real Estate, LLC. duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Paryani Real Estate LLC, d/b/a Paryani Construction
Authorized Signature:	
Printed Name and Title of Person Signing:	Manish Paryani and President
Date:	04.17.2024
Company Address:	2300 Windy Ridge Parkway SE Suite R-76 Atlanta, GA 30339

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/19/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010



CITY OF CLARKSTON

ITEM NO: 6B

CITY COUNCIL WORK SESSION/ MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: JULY 30, 2024

SUBJECT: To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC, for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Willis Moody
Purchasing Consultant
PHONE NUMBER: 470-952-1824

PURPOSE: To discuss the approval of the most responsive vendor Southern Demolition LLC for the demolition of the two-story house at Forty Oaks Nature Preserve.

The bid solicitation documents were advertised on the City's website and the Georgia Procurement Registry (GPR) between June 10, 2024, and the bid close at 9:30 am, July 9, 2024. A (mandatory) pre-proposal meeting was held at Forty Oaks Nature Preserve on June 18, 2024, where six (6) vendors, Larry Kaiser, Michael Duncan, Marcus Steed, and representatives from Global Growers were in attendance.

During the meeting we advised that the awardee notify surrounding homes at least then (10) days prior to construction start and have measures in place for rodent control.

Global Growers asked for assistance relocating the vegetation and it was discussed If the awardee partners with them; this will be a voluntary matter between awardee and Global Growers. This voluntary matter should not cost the City nor will the City to be held liable for them providing this service.

To make sure we are evaluating each demo bid comparatively a Point of Clarification was issued Tuesday, July 10, 2024, to the three (3) Offerors, since underlying costs were missing from each submitted Cost Proposals.

See supporting documents for recommended vendor for this demolition project.

NEED/ IMPACT: Demolishing the unoccupied (house) structure would be impactful for the safety of the community by keeping squatters from occupying the property.

RECOMMENDATION: Staff recommends vendor Southern Demolition LLC for approval and the cost of \$39,750.00 for this project be paid from the SPLOST Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDED A CONTRACT TO SOUTHERN DEMOLITION, LLC FOR DEMOLITION AT FORTY OAKS NATURE PRESERVE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council awards a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750, to be funded out of SPLOST II. A copy of said agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONSTRUCTION CONTRACT for DEMOLITION SERVICE(s)

This Construction Contract ("Agreement") made and entered into this ____ day of _____, 20____, for the **HOUSE DEMOLITION** ("Project") between the **CITY OF CLARKSTON** ("City"), and **SOUTHERN DEOMLITION, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City issued bid solicitation ITB – HOUSE DEMOLITION – 070924 ("ITB") seeking proposals from qualified contractors to conduct the demolition of a certain residential dwelling located at Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021 ("Property");

WHEREAS, the Contractor is engaged in the business of providing the necessary materials and labor complete the Work and submitted a proposal responsive the ITB;

WHEREAS, the Mayor and City Council awarded the bid to the Contractor on _____, 20____; and

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term "Work" shall mean the services required in Exhibit A, which is attached hereto and incorporated herein, including, but not limited to furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the ITB and Contractor's response thereto. In the event of any conflict between the terms of Exhibit A, the ITB, or Contractor's Response to the ITB and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor's bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein, within thirty (30) days the issuance of a

Certificate of Substantial Completion. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM:** Unless otherwise terminated pursuant to the provisions herein, this Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City at the close of the calendar year in which it was executed.
4. **TIME FOR COMPLETION OF THE WORK:** Contractor hereby agrees to commence the Work on a date to be specified in the Notice to Proceed. The total time for the Contractor to substantially complete this project shall not exceed forty-five (45) calendar days from the date in the Notice of Proceed (NTP). Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

5. **RELATIONSHIP OF THE PARTIES**

- a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.
- b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this

Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

- a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees

that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

11. RISK MANAGEMENT REQUIREMENTS: The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporated into this Agreement.

12. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

- a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.
- c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

13. PERMITS: Contractor shall obtain and pay for all permits, inspections, taxes, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work. The Contractor shall secure a demolition permit from the City's Community Development Department. The Contractor shall be charged for a permit and must comply with all other permit requirements including but not limited to submission of a site map, three sets of a site plan, vermin abatement certification, Residential Erosion Control/Tree Plan Protection Agreement, Hours of Construction Agreement and a current business license.

14. SUPERVISION OF WORK: Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any

subcontractors and their employees.

- 15. HAZARDOUS WASTE:** If a hazardous substance or waste is suspected or encountered, Contractor will stop its own work in the affected portions of the Property to permit evaluation and testing and notify the City. The City recognizes that the Contractor assumes no risk or liability for hazardous waste on the Property originated by other than the Contractor unless contamination from such waste results from the negligence or breach of this Agreement by the Contractor. Notwithstanding anything to the contrary herein, the City is not responsible for hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and the City's elected officials, officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses and any penalties or fees charged by any governmental entity, including but not limited to clean-up fees) arising out of or resulting from those hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable.
- 16. INSPECTION AND RIGHT TO STOP WORK:** The City shall have the right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, the City shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.
- 17. CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.
- 18. OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.
- 19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify

the immigration status of newly hired employees ("E-Verify"). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit D, attached hereto and incorporated herein.

20. THE CITY'S ASSISTANCE AND COOPERATION: During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

21. WORK ON THE CITY'S DESIGNATED PREMISES: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

22. CONFLICTS OF INTEREST: Contractor warrants and represents that:

- a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

23. CONFIDENTIAL INFORMATION: Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to

any confidential information of the other party to third parties. These obligations shall survive termination.

24. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

25. ATTORNEYS' FEES: Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

26. GOVERNING LAW AND CONSENT TO JURISDICTION: This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

27. NOTICES: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Clarkson
1055 Rowland Street
Clarkston, Georgia 30021

With copies to:

City Attorney
Wilson, Morton & Downs
125 Clairemont Ave, Ste 420
Decatur, GA 30030

If to the Contractor:

Southern Demolition LLC
2035 Bolton Rd NW
Atlanta, GA 30318

28. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
29. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
30. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
31. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
33. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
34. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
35. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____

TITLE: Beverly H. Burks, Mayor

ATTEST (sign here): _____

Name (print): DATE: _____

Approved as to form: _____

Stephen Quinn

Stephen G. Quinn

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

SOUTHERN DEOMLITION, LLC

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A

SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
- B. Building Footprint: 48 ft. x 34 ft.
- C. Front Porch: 10 ft. x 44 ft.-6 inches
- D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
- E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

- A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
- B. All city, county, state and federal rules, regulations, and ordinances.
- C. All necessary licenses and permits.
- D. OSHA standards and guidelines.
- E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

- A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
- B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
- D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
- E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

PERMITS, LICENSES & INSURANCE REQUIREMENTS

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide "License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit".

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.

- B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
- D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
- E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

- A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
 - 1. Asbestos Survey Report 2021 (United Consulting)
 - 2. Lead Based Paint Assessment 2021 (United Consulting)
- B. Topographic & Tree survey
- C. Underground-penetration radar survey report (United Consulting)

DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

- A. All/any floors, and foundation footings.
- B. All/any patio, porch slabs, concrete walkways.
- C. All/any steps will be included in the removal costs of demolition.
- D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

REQUIRED SITE WORK

- A. The Contractor shall make sure restoration and clean-up work is performed daily.
- B. No materials shall be salvaged, stored, or accumulated in any area.
- C. All loads shall be covered and secured prior to and during transport.
- D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.
- C. "Trucks Entering & Exiting Ahead" signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

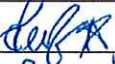
Form of Proposal
(POINT of CLARIFICATION)

To: City of Clarkston
Clarkston, GA 30021

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

Proposal Submitted By:

Company Name	Southern Demolition LLC
Address	2035 Bolton Rd NW
City, State, Zip	Atlanta, GA, 30318
Phone	(404) 478-7142
Email	Lee@southerndemo.com
Website	southerndemo.com
Print/Type Name	Clarence Lee Selph II Farmer
Signature	
Title	Project Manager
Date	7/12/24



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

POINT of CLARIFICATION

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

PROJECT: House Demolition

DATE: July 10, 2024

Congratulations to your company as one of the finalists for this phase of the selection process for the House Demolition project for the City of Clarkston. We reviewed your proposal and request clarification as we finalize our review to make a recommendation for approval.

Will you send me a response to the following:

1. Time is of the essence for this project. The Contractor is to complete all work assigned within 45 days. After the Notice to Proceed (NTP) has been issued your company shall complete the installation within [insert #] 30 consecutive days or less. *(cannot work before mandatory 10 business day EPD Notifications)*
2. Provide a cost for the following:
 - a. Wet demolition/removal of structure including foundation: \$ 7,000
 - b. Additional equipment charges: \$ 850
 - c. Temporary site security fencing: \$ 1,500
 - d. Erosion control (silt fence, tree save, seed & straw): \$ 2,000
 - e. Excavation of underground tank(s): \$ 750
 - f. New clean fill dirt: \$ 1,000
 - g. Haul off fees: \$ 26,650
 - h. Asbestos: \$ Included in Wet Demo. *(Structure will be sprayed down throughout demo. All Materials will go into 30yd dumpsters lined with 6mil plastic to encapsulate material for transport to safeguard landfill.)*

Grand total for all items under #2: \$ 39,750.00

Return your response to wmoody@cityofclarkston.com no later than 12:00 pm (EST), Friday, July 12, 2024.

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.

All bonds and insurance coverage must be placed with an insurance company approved by the City, admitted doing business in the State of Georgia, and rated Secure ("A±" or better) by AM Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poor's (S&P) Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Worker's Compensation	-	In accordance with O.C.G.A. Title 34, Chapter 9, as amended
Business Auto Policy	-	Not less than \$500,000.00
Commercial General Liability	-	Minimum \$1,000,000.00/claim \$2,000,000.00/occurrence for Personal Injury, Bodily Injury, and Property Damage Liability
Professional Liability	-	Not less than \$1,000,000.00/occurrence

EXHIBIT D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
(ATTACHED)



Primary Contractor E-verification Affidavit

The Clarkston contract holder, signed below, confirms, and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the Clarkston: *(check and complete #1 or #2 below)*

☒ 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

152898
Federal Work Authorization User Identification Number *(not Taxpayer ID)*

9/17/2008
Date of Authorization

Southern Demolition LLC
Legal Business Name of City of Clarkston Contract Holder/Applicant

☐ 2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 8th, 2024 in Atlanta (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

Gina Ragsdale
Printed Name and Title of Authorized Owner/Officer

Clarence Farmer
NOTARY PUBLIC

My Commission Expires: May 2nd, 2028





ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

The City of Clarkston is presently accepting sealed proposals from qualified persons, firms, or companies for the above advertised solicitation.

There will be a (**mandatory**) pre-proposal meeting held at Forty (40) Oaks Nature Preserve | 3790 Market St | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, July 9, 2024, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

(Mandatory) Pre-Proposal Meeting	June 18, 2024	10:00 am (EST)
Question, Answer and Clarification Deadline (Email wmoody@cityofclarkston.com) Ref: House Demo	July 2, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	July 5, 2024	4:00 pm (EST)
Purchasing Department to Open Sealed Bids	July 9, 2024	10:00 am (EST)

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company's responsibility to check the City's website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

The City of Clarkston reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified companies interested in providing demolition services of a two-story farmhouse style building. This Invitation to Bid (ITB) seeks to identify qualified one company for the project.

SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
- B. Building Footprint: 48 ft. x 34 ft.
- C. Front Porch: 10 ft. x 44 ft.—6 inches
- D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
- E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

- A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
- B. All city, county, state and federal rules, regulations, and ordinances.
- C. All necessary licenses and permits.
- D. OSHA standards and guidelines.
- E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

- A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
- B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
- D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
- E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

PERMITS, LICENSES & INSURANCE REQUIREMENTS

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide “License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit”.

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.
- B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
- D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
- E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

- A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
 - 1. Asbestos Survey Report 2021 (United Consulting)
 - 2. Lead Based Paint Assessment 2021 (United Consulting)
- B. Topographic & Tree survey
- C. Underground-penetration radar survey report (United Consulting)

DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

- A. All/any floors, and foundation footings.
- B. All/any patio, porch slabs, concrete walkways.
- C. All/any steps will be included in the removal costs of demolition.
- D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to

verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

REQUIRED SITE WORK

- A. The Contractor shall make sure restoration and clean-up work is performed daily.
- B. No materials shall be salvaged, stored, or accumulated in any area.
- C. All loads shall be covered and secured prior to and during transport.
- D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.

- C. “Trucks Entering & Exiting Ahead” signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.



Bid Open Tabulation Matrix

ITB - HOUSE DEMOLITION – 070924

(Point of Clarification)

	Company Name	Bid Amount (\$)	Minority Class	Located within City limits	Previously worked w/Clarkston
1	Southern Demolition, LLC	\$39,750.00	Y (FBE)	N	N
2	The M Mitchell Group, LLC	\$41,025.00	Y (AABE)	N	N
3	Southern Environmental Services, Inc	\$47,885.00	N	N	N

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
(3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
(5) Native American Business Enterprise (**NABE**) (6) Minority Veteran (**MV**)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business.

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

Larry Kaiser, Engineering Consultant and Michael Duncan, Parks & Recreation Manager were present for the bid open.



CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: JULY 30, 2024

SUBJECT: To Review/Discuss a Change Order for additional work scope at 1056 Vaughan Street driveway apron in the amount of \$2,840 to be funded out of SPLOST I.

DEPARTMENT: Public Works

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages: 1

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss the additional project scope required for the driveway reconstruction at 1056 Vaughan Street

NEED/ IMPACT: The reconstruction of the driveway required an additional width of repairs due to the poor condition of the existing asphalt driveway. As saw-cutting occurred to delineate the new concrete repairs from the adjoining driveway pavement, approximately 45 square feet of the existing asphalt pavement off of city right-of-way deteriorated and required replacement. The removal of this area of pavement outside of city right-of-way was required to ensure a smooth transition from new to existing pavement at the driveway.

In addition, the existing curb on the driveway radii curb within city right-of-way was replaced. City staff had planned to keep the curb in place but during driveway reconstruction the concrete curb deteriorated due to age and had to be replaced with a new concrete header curb within city right-of-way.

Refer to the attached Exhibit for details on the changes. Both changes in scope were unforeseen due to the unknown site conditions.

The contract amount was \$9,850. The final construction cost was \$12,690 – an increase of \$2,840.

RECOMMENDATION: Approve of the change order in the amount of \$2,840.

Additional area
outside city R/W
- approx. 45 SF

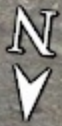
Replace C&G

Replace C&G

18 FT

21 FT + RADII

DRIVEWAY APRON
REPLACEMENT
1056 VAUGHAN STREET





CITY OF CLARKSTON

ITEM NO: 6d

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: JULY 30, 2024

SUBJECT: Review/Discuss the Final Greenway Trail Plan Presentation and Implementation of Phase I.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 50

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: Obtain final feedback on the Greenway Trail Routes and Phasing Implementation with adoption of Study at August 6, 2024 Council Meeting.

NEED/ IMPACT: To discuss any remaining questions on the completed public engagement process, the trail segment assessments and criteria utilized to create routes throughout the study area, and staff recommended trail phasing for implementation and potential funding opportunities.

RECOMMENDATION: Staff recommends adoption of the Greenway Study at the August 2024 Council Meeting including staff recommendation to move forward with the design, surveying and right-of-way tasks for Phase I; Trail Section 6C; Wildwood Circle Road to Montreal Road adjacent to S. Fork Peachtree Creek and the sanitary sewer line easement.

The cost for surveying, engineering and right-of-way/easement acquisition for Phase I of the Greenway Plan was programmed for funding in the amount of \$700,000 in SPLOST II. To adequately position the city for construction funding for PH I in FY 25/26, staff is prepared to prepare a RFP for engineering services in the fall of 2024; with a firm selected and under contract by January 2025. This will allow for adequate time to prepare preliminary design plans, submit a stream buffer encroachment variance request from EPD and prepare a construction cost estimate; all of which will be included in a construction grant application with various to-be-determined agencies.

CLARKSTON

GREENWAY STUDY



Clarkston City Council Work Session | July 30th, 2024 at 7:00 PM

AGENDA

-  Project Introduction
-  Public Input & Engagement
-  Proposed Trail Route
-  Other Recommendations
-  Upcoming Milestones
-  Appendix



PROJECT TEAM

Perkins&Will

- » Project Management
- » Public Engagement
- » Design

Sycamore Consulting

- » Public Engagement Lead

Perez Planning + Design

- » Trail Design Lead

Trail Connection

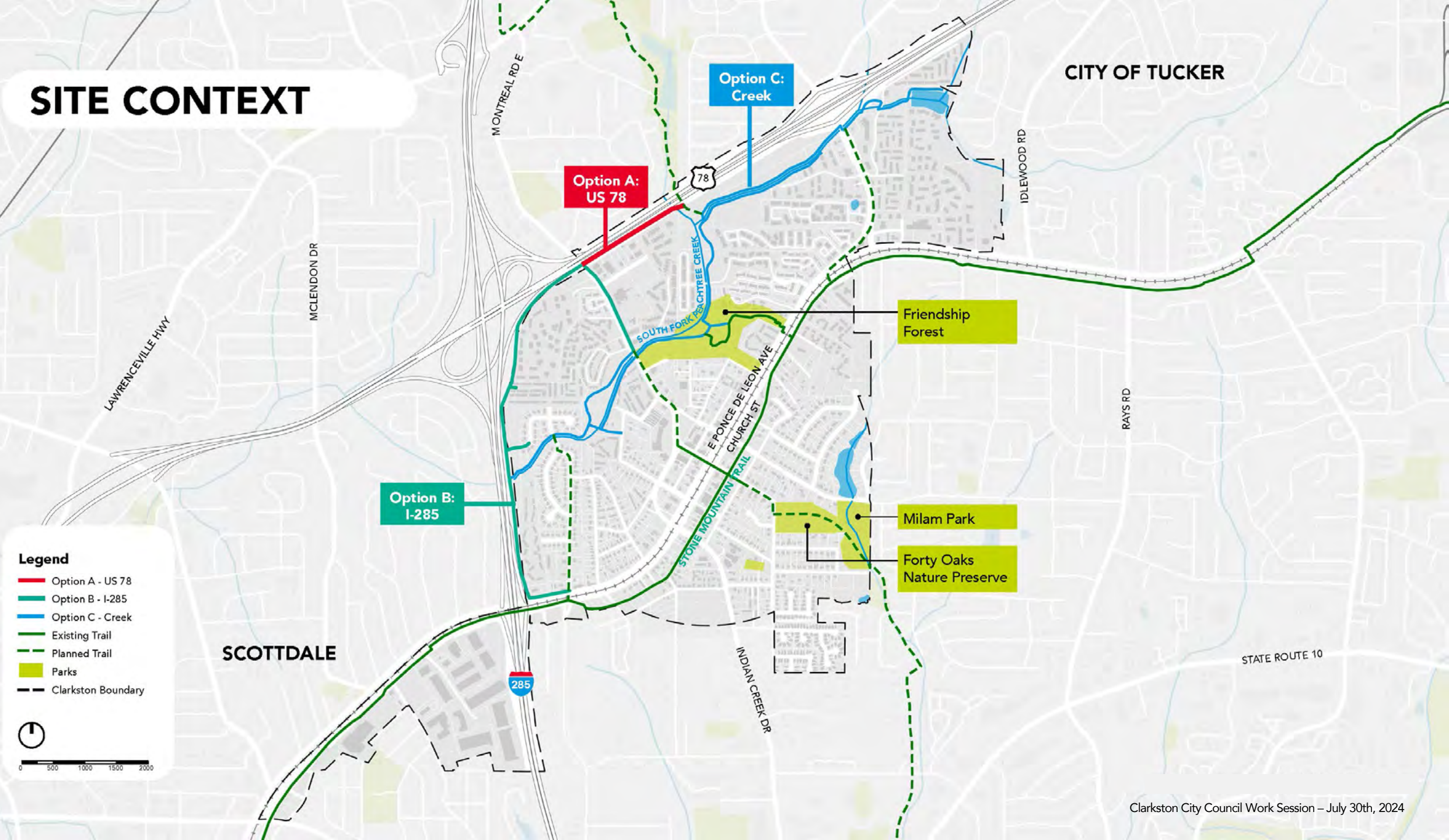
- » Trail Design

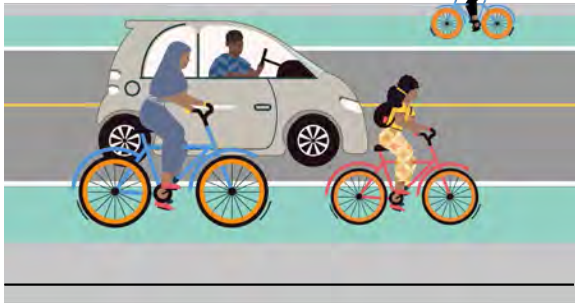
Purpose Possible

- » Funding Plan Lead



SITE CONTEXT





PROPOSED TRAIL ROUTE

Goals and Evaluation
Proposed Route
Phasing Summary

CO-CREATING GOALS FOR THE GREENWAY

GOAL #1: CONNECTIVITY

Trails should provide connections throughout Clarkston, giving the opportunity to commute to work, home, daily needs, and important civic institutions, while also connecting other places in the Atlanta region.

GOAL #2: PARKS & NATURE

Trails provide access to natural resources and existing and new parks, ensuring a high-quality, comfortable, healthy, and safe experience.

GOAL #3: EQUITY & RESILIENCE

New trails should be accessible to all Clarkston residents and should be designed to facilitate equitable access to nature and destinations while promoting public health and environmental resilience.

GOAL #4: COST & FEASIBILITY

The construction of new trails should consider community preferences, future operations and maintenance based on City capacity, cost, and the need for land acquisition.

...each of these have 3 to 5 individual metrics scored on a scale of 0 (worst) to 5 (best)

EVALUATION MATRIX & METHODOLOGY

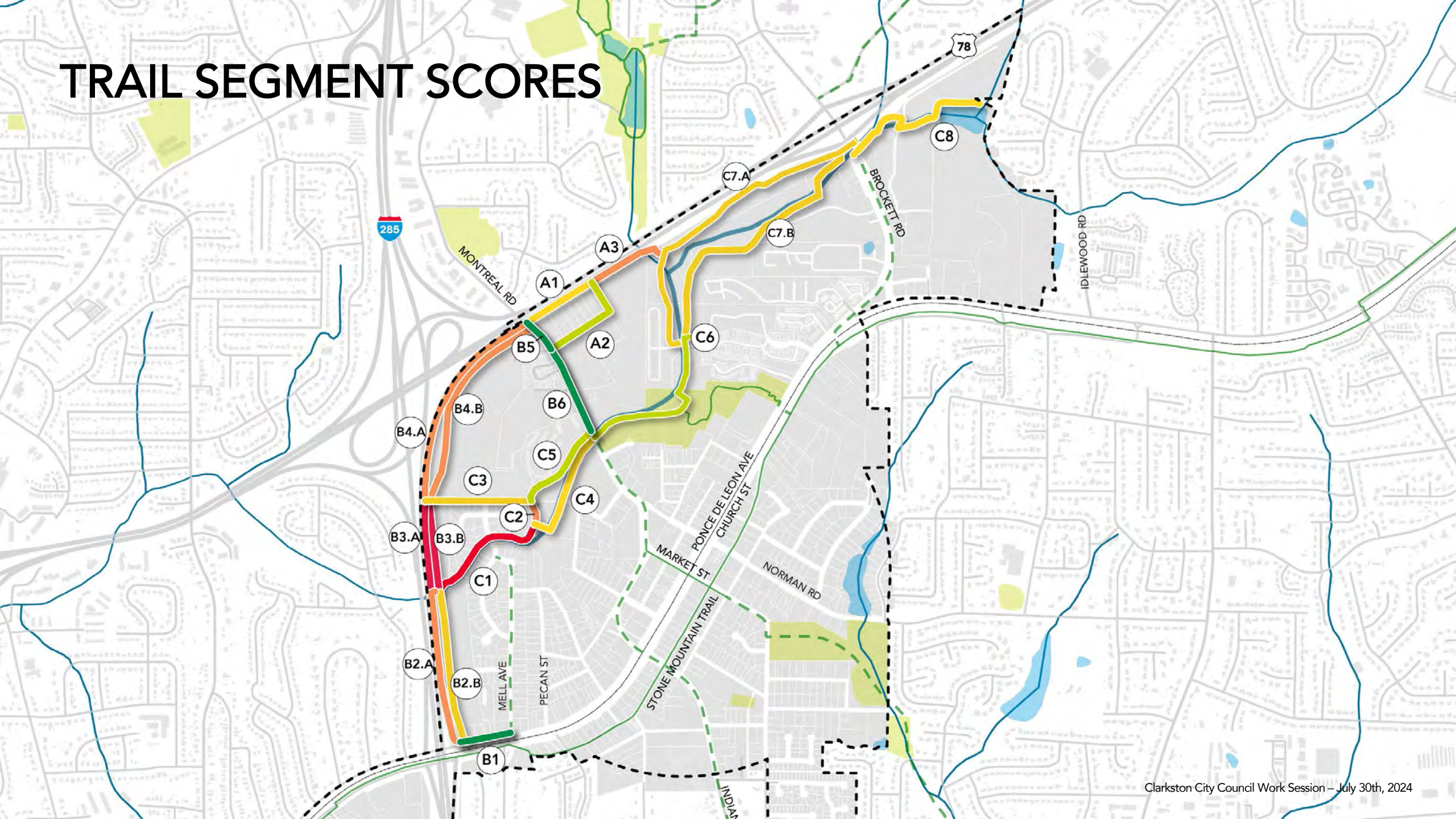
GOAL #1: CONNECTIVITY	
Active Commute	
1.1	Trail segment connects to major streets with wide sidewalks, traffic calming measures within 1/4 mile
1.2	Trail segment connects a residential area to retail, restaurants, or employment opportunity areas
1.3	Trail segment connects a residential area to community resources (e.g. park, school, church, community center, natural area, etc.)
Regional Connectivity	
1.4	Trail connects residential areas to transit (MARTA bus stops)
1.5	Trail connects to existing trail(s) / bike paths and planned trail / bike path networks
Pedestrian Safety	
1.6	Trail segment minimizes conflicts with crossing traffic
1.7	Trail segment provides sufficient separation from roads with high design speeds
1.8	Trail connects to hospitals, health clinics, and other locations with health services

GOAL #2: PARKS & NATURE	
Access to Parks and Natural Resources	
2.1	Trail segment provides access to existing and proposed parks
2.2	Trail segment connects to South Fork Peachtree Creek
2.3	Trail segment has opportunities for small, pocket parks along the route
Comfort and Safety	
2.4	2.6 - Trail segment is socially safe
Experience	
2.5	Trail segment minimizes traffic nuisance
2.6	Trail segment minimizes effects from weather conditions
2.7	Trail segment does not require major tree canopy removal
2.8	Trail segments reaches residents with high rates of obesity and mental health distress

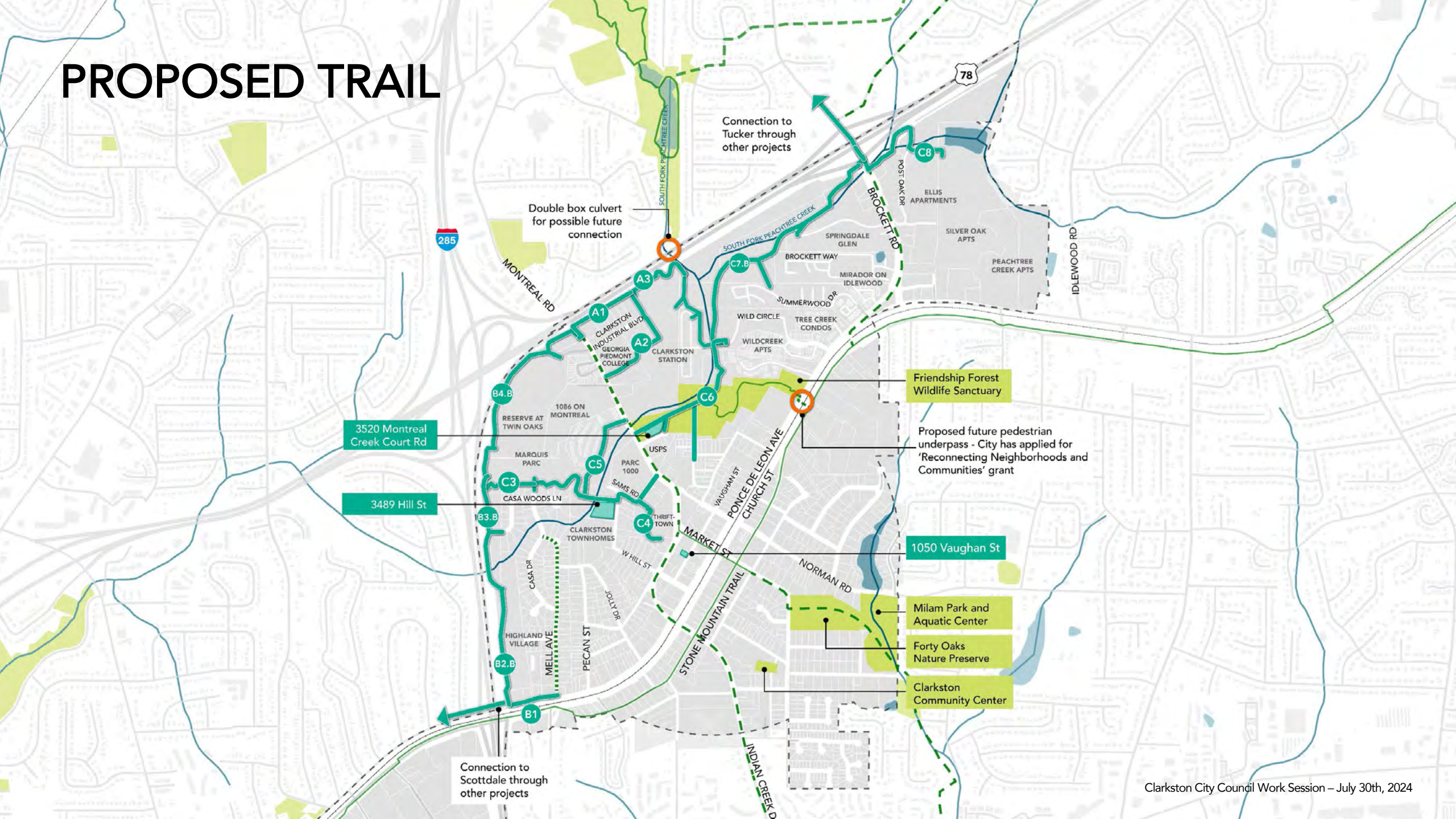
GOAL #3: EQUITY & RESILIENCE	
Affordability	
3.1	Trail segment reaches residents without access to cars
3.2	Trail segment is not located near properties that are susceptible to change
Health	
3.3	Trail segment helps provide access to healthy food
Environment	
3.4	Trail segment minimizes flooding

GOAL #4: COST & FEASIBILITY	
Property Owner Coordination	
4.1	Trail segment right-of-way acquisition
4.2	Trail segment requires coordination with property owners
4.3	Trail segment requires additional trail spurs to connect to destinations or residential areas
Cost and Funding	
4.4	Trail segment leverages programmed (funded) construction projects
4.5	Trail construction costs (including acquisition if necessary)
4.6	Trail maintenance costs and staff
Community Preference	
4.7	Trail segment received community support

TRAIL SEGMENT SCORES



PROPOSED TRAIL



BEFORE

Plantation
Condominiums

Montreal Road

South Fork
Peachtree Creek

AFTER

Plantation
Condominiums

Montreal Road

Clarkston Greenway

South Fork
Peachtree Creek

MONTREAL ROAD BEFORE



MONTREAL ROAD AFTER



PROJECT PHASING

PHASE 1

Create a model section for residents to experience the Greenway and to build project support

SPLOST II budget includes Surveying, Engineering, and ROW acquisition

PHASES 2 & 3

Design and construct the central greenway trail routes to connect residents and businesses

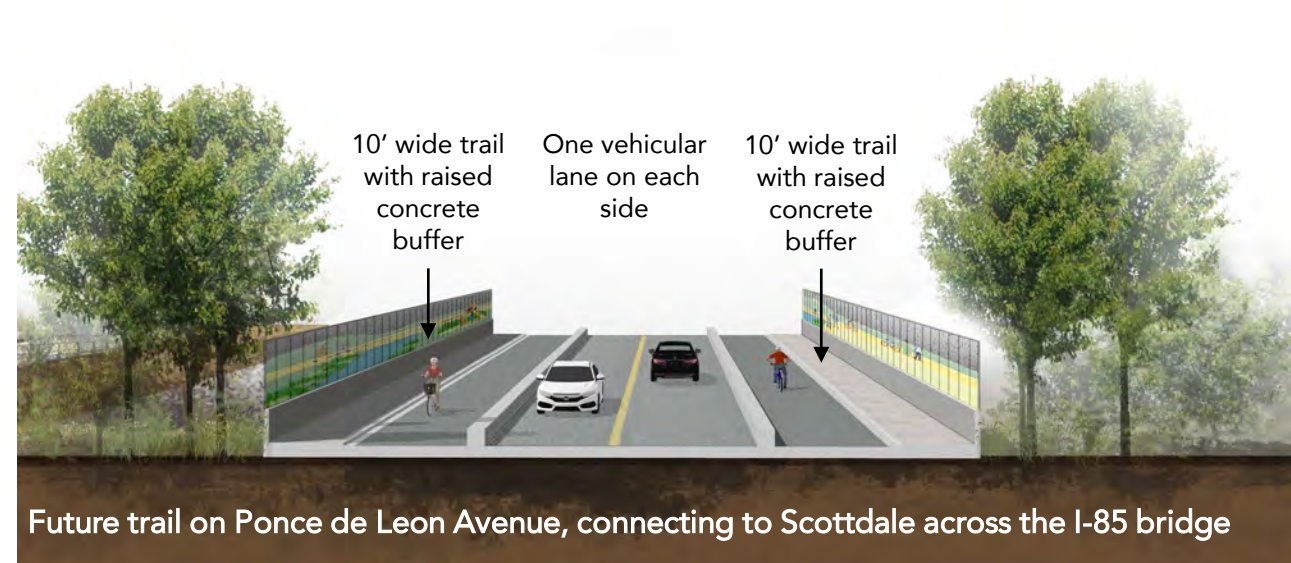
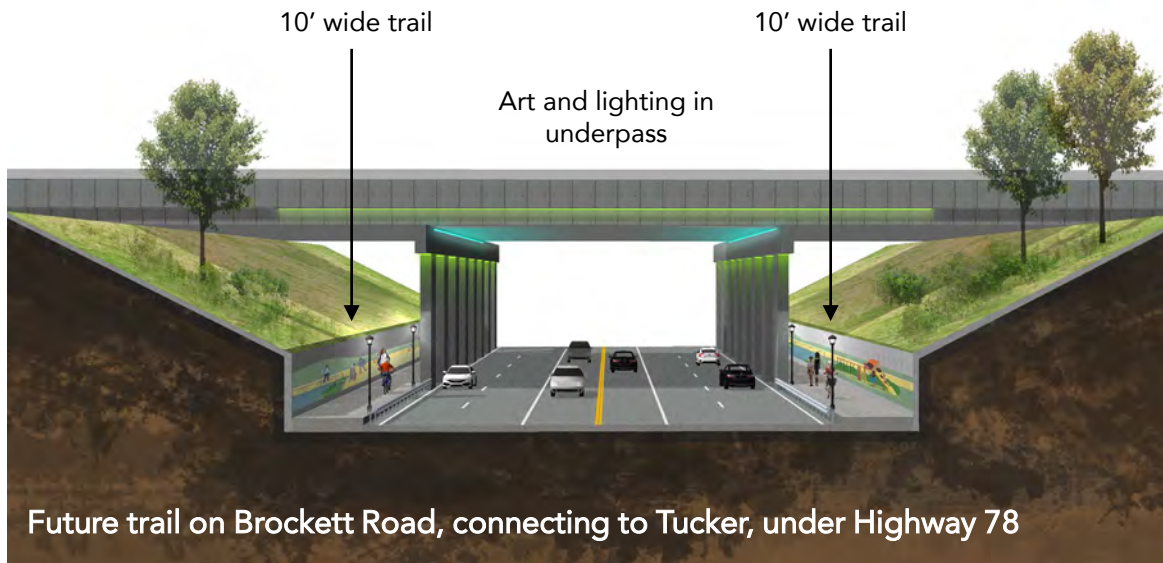
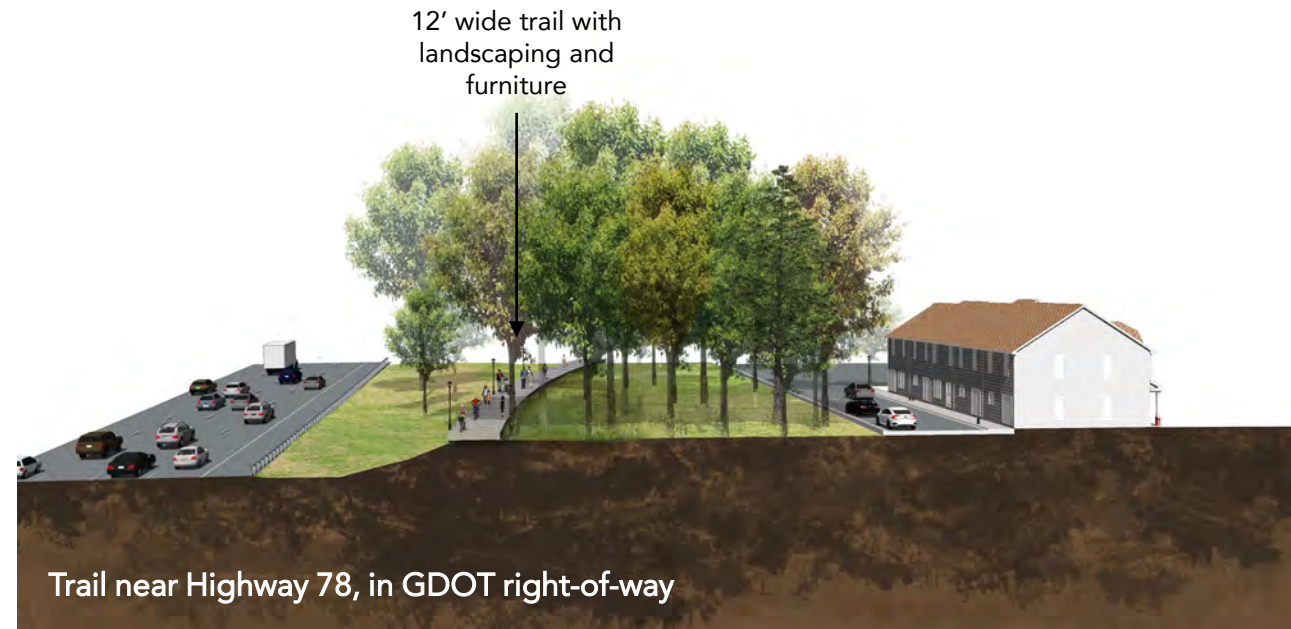
Applied for Congressional District Spending from Senator Warnock and is included in the list of potential funded projects in the upcoming appropriations bill. Construction funding through future grants

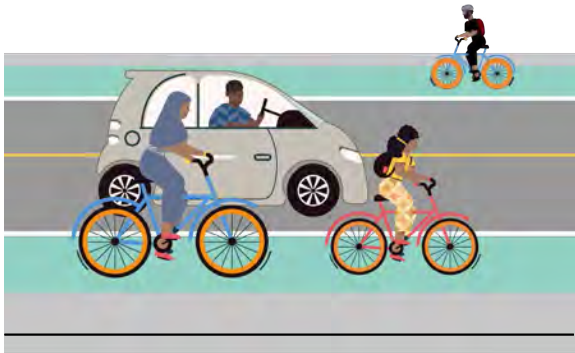
PHASES 4, 5, 6

Expand the greenway to other routes and make connections to adjacent jurisdictions

FUTURE PHASES

- Coordination with City of Tucker about connecting into their proposed trail networks
- Coordination with GDOT regarding trails near Highway 78
- Coordination with unincorporated DeKalb County to connect into Scottdale





OTHER RECOMMENDATIONS

100-Day Action Plan, Ensuring Long-Term Affordability, Green Space, Policies and Partnerships

ENSURING LONG-TERM AFFORDABILITY

← CONDUCT A HOUSING STUDY TO REVISIT HOUSING ELEMENT OF COMPREHENSIVE PLAN →

NEW INITIATIVES

- Consider establishing a land trust.
- Consider creating an anti-displacement fund
- Small business support

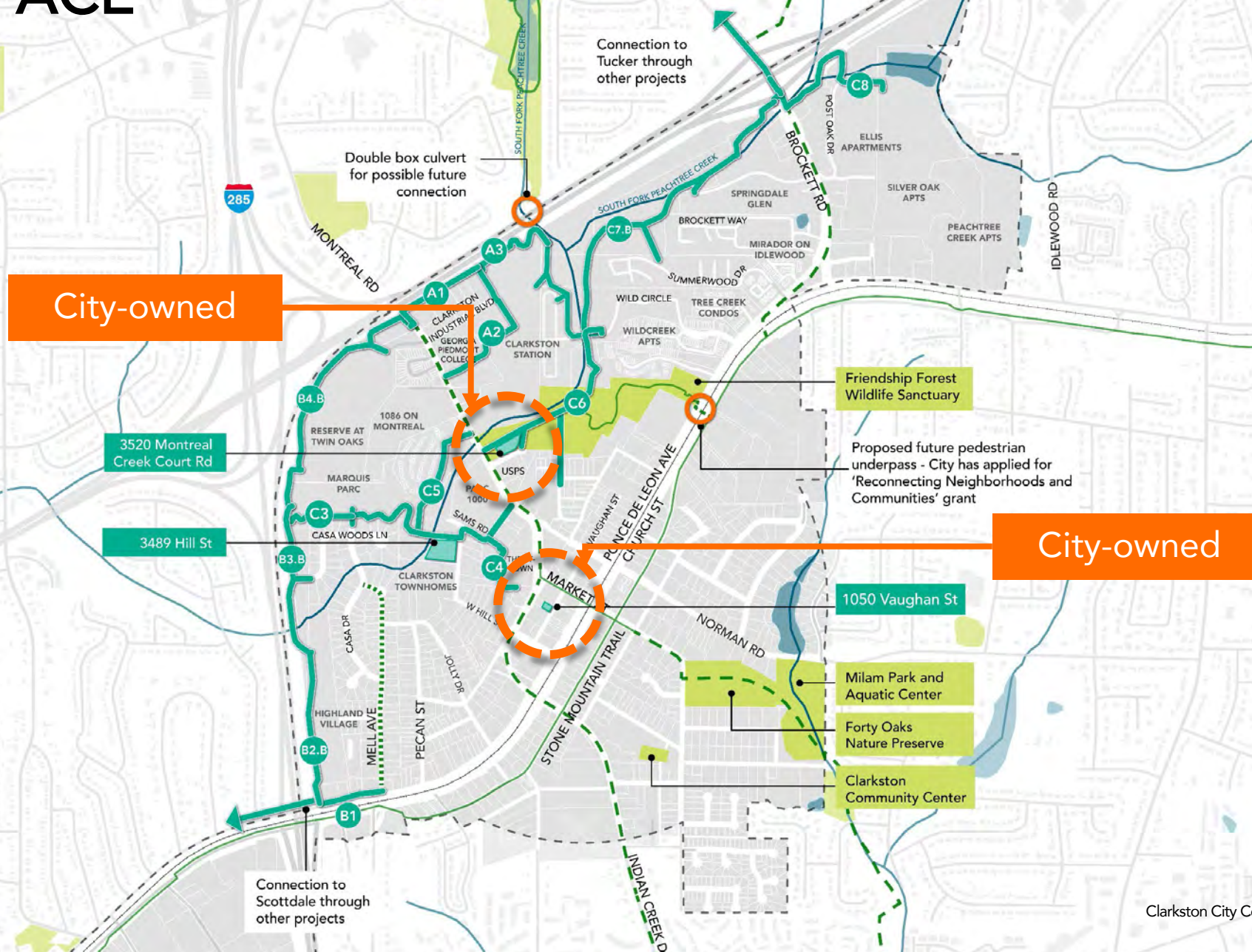
USING EXISTING PROGRAMS

- Renter protections
- Tax credits, like LIHTC
- Access an affordable housing fund to help apartment owners rehabilitate their properties

POLICY CHANGES

- Changes to the zoning ordinance, like inclusionary zoning requirements along the trail corridor

GREEN SPACE



PARTNERSHIPS AND FUNDING

Establish a partnership with a non-profit

- Create a “Friends of” group for the greenway that can work with Park Pride to help with the City’s grant eligibility

Apply for Congressional District Funding (COMPLETE)

- Phases 2 and 3 surveying and engineering

Apply for grants due in 2024

- Inflation Reduction Act Community Change grant (EPA)
- Georgia Outdoor Stewardship Program (GA DNR)
- Our Town grants (NEA)

Track future grants in the funding pipeline in the report

100-DAY ACTION PLAN

Enable Phase 1

- Engineering and ROW acquisition is a programmed project in SPLOST II
- Release RFP for engineering design in Fall 2024, with work to begin January 2025
- Coordinate with property owners
- Apply for construction grants in Fall 2025

Enable Phases 2 and 3

- Release RFP for engineering design in FY 2025/2026
- Coordinate with property owners
- Pursue grants if not awarded Congressional District Funding

Other Action Items

- Start advancing work for the pocket parks, particularly those on City-owned property
- Explore the creation of a land trust
- Establish a partnership for a non-profit to help with grant applications

PHASE 1

Connecting residents to Montreal Road through an existing community landmark

C6 Montreal Road to Wild Circle Road - 0.8 mile

Connections to:

- Friendship Forest
- Clarkston Station Apartments
- Cobble Hill Lane
- Creekstone Townhomes
- Wild Creek Apartments

COSTS

Planning and Engineering (PE)

\$233,000

Right of Way Acquisition

\$294,000

Construction

\$2,300,000

Contingency (15%)

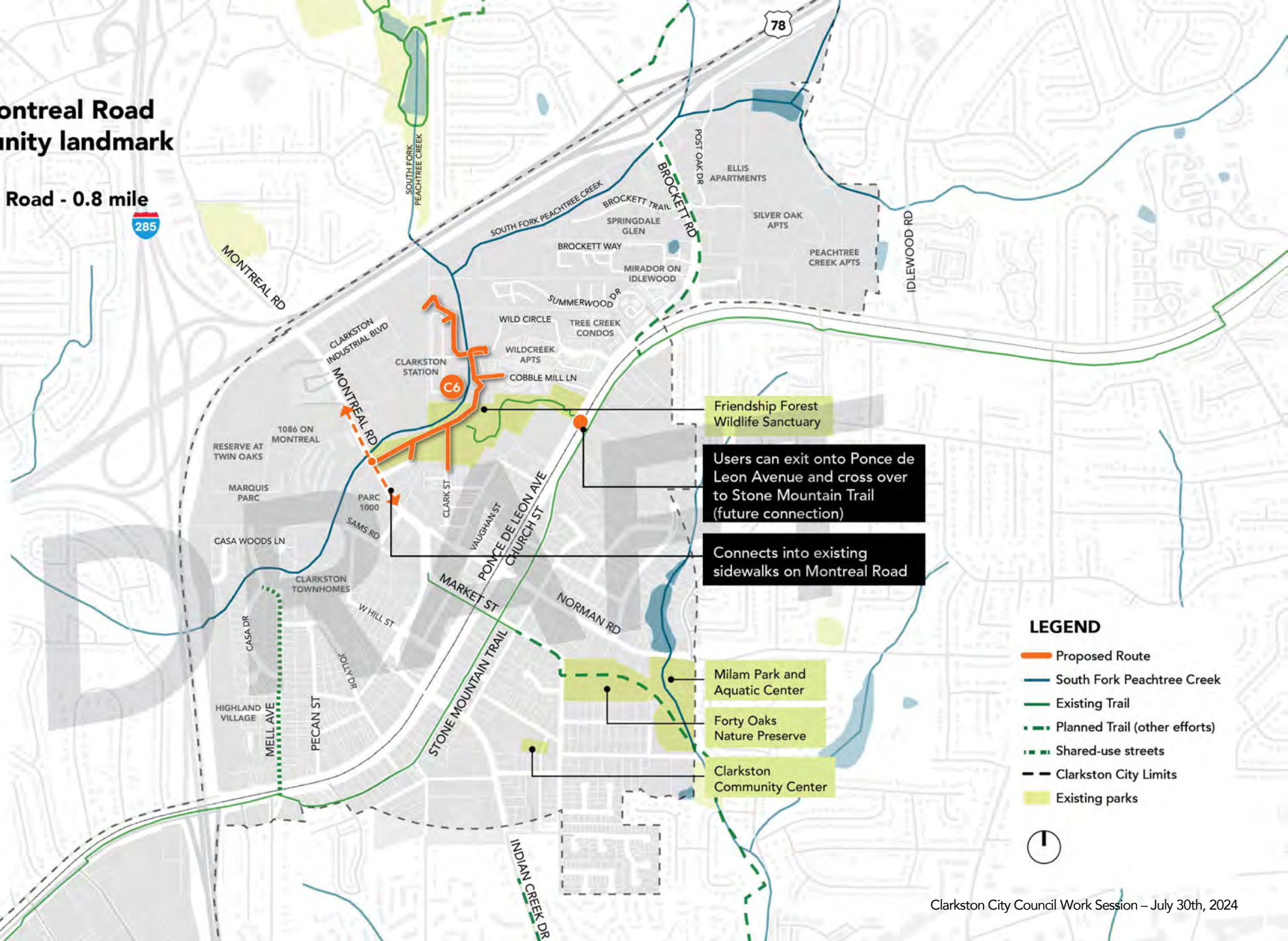
\$397,000

Total - \$3.1 million

PE & ROW Acquisition

Funding: SPLOST II

Construction Funding TBD



LEGEND

- Proposed Route
- South Fork Peachtree Creek
- Existing Trail
- Planned Trail (other efforts)
- Shared-use streets
- Clarkston City Limits
- Existing parks



SAFETY ELEMENTS



Security gate with pincode to apartments



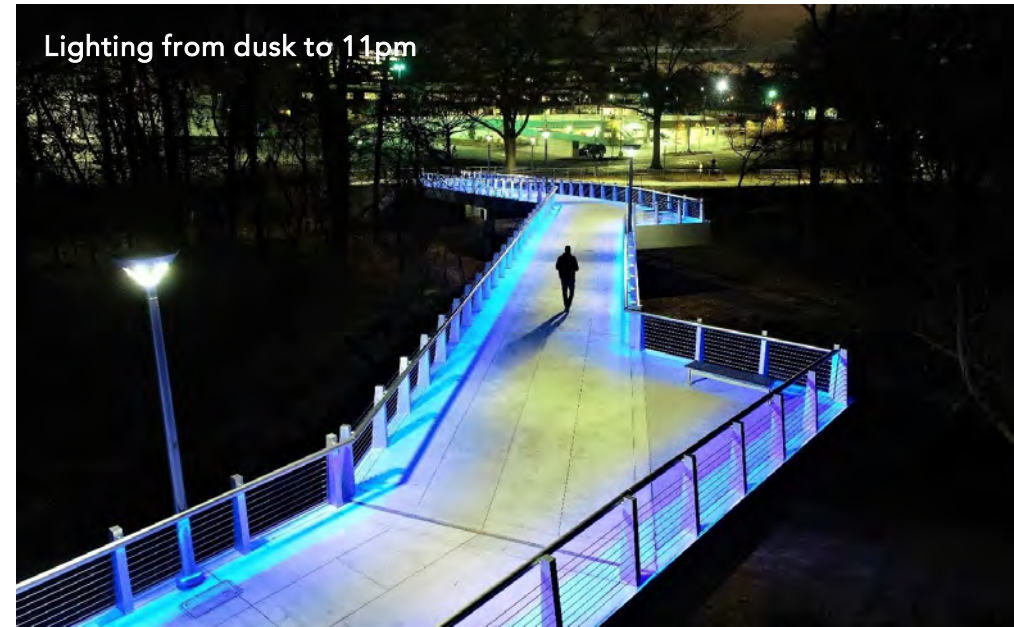
Fence along apartment easements to restrict access



Security cameras



Trash cans outside apartments



Lighting from dusk to 11pm

WAYFINDING & PLACEMAKING



Informational signage about the trail, cultural and natural elements



Benches and swings along the trail



Public art along the trail, in collaboration with organizations



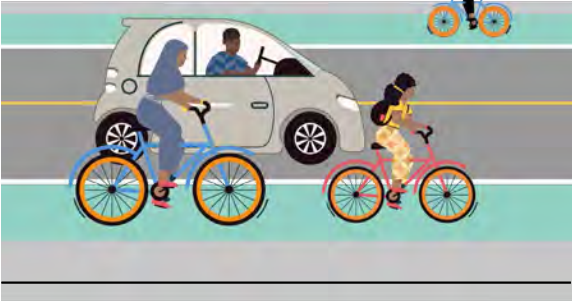
Picnic benches and tables at pocket parks



Community gardens



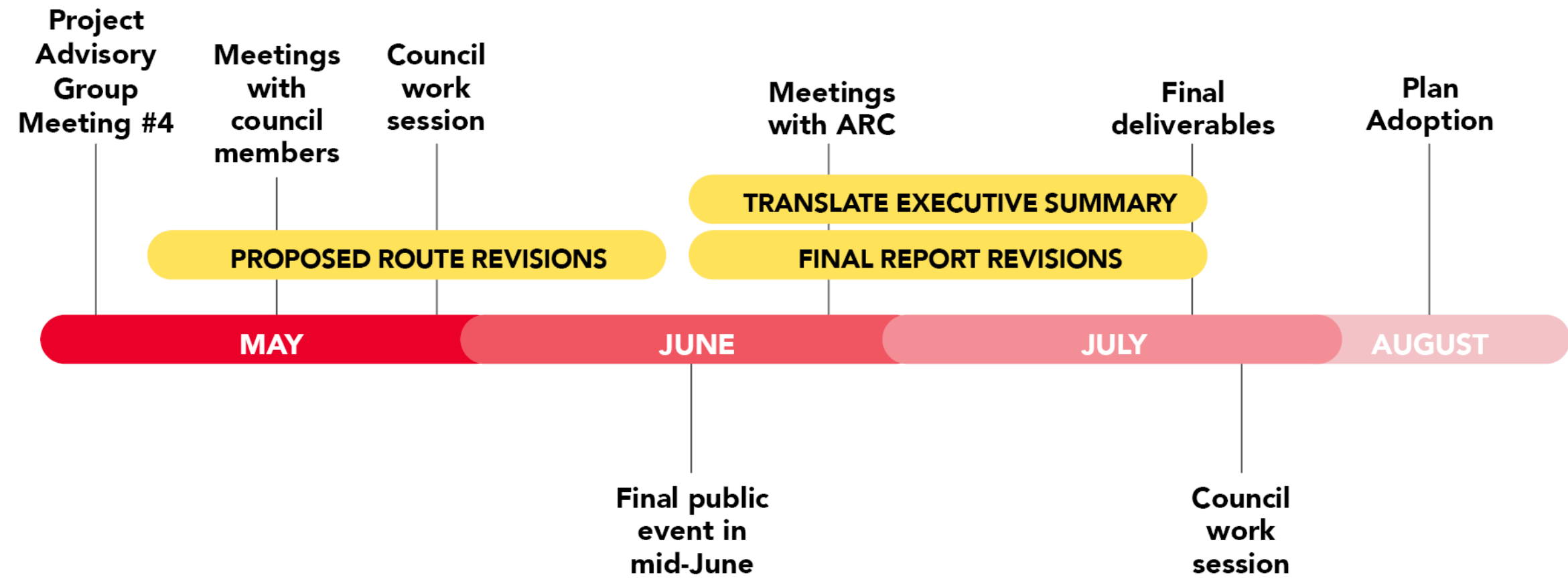
Multilingual digital boards indicating local businesses and resources around Clarkston



UPCOMING MILESTONES

Next Steps

RECENT & UPCOMING MILESTONES



ADDITIONAL TRAIL CONSIDERATIONS

Continued community outreach

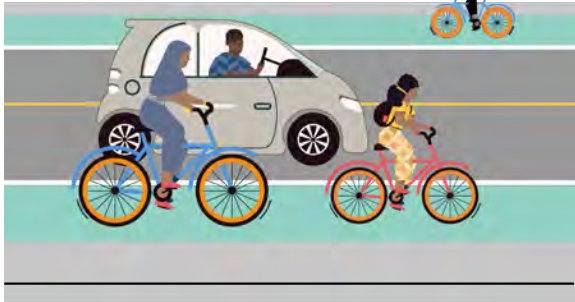
Stakeholder meetings,
presentations, and site
walks during the Planning
and Design phase

Activities once Phase 1 is
constructed

Trail maintenance

Maintenance can be
covered by:

Department of Public
Works, private contractors,
and partnerships with
commercial businesses and
apartment complexes



APPENDIX

Brief Summary of Analysis Project Phasing and Costs

ENGAGEMENT DROVE THE PROCESS

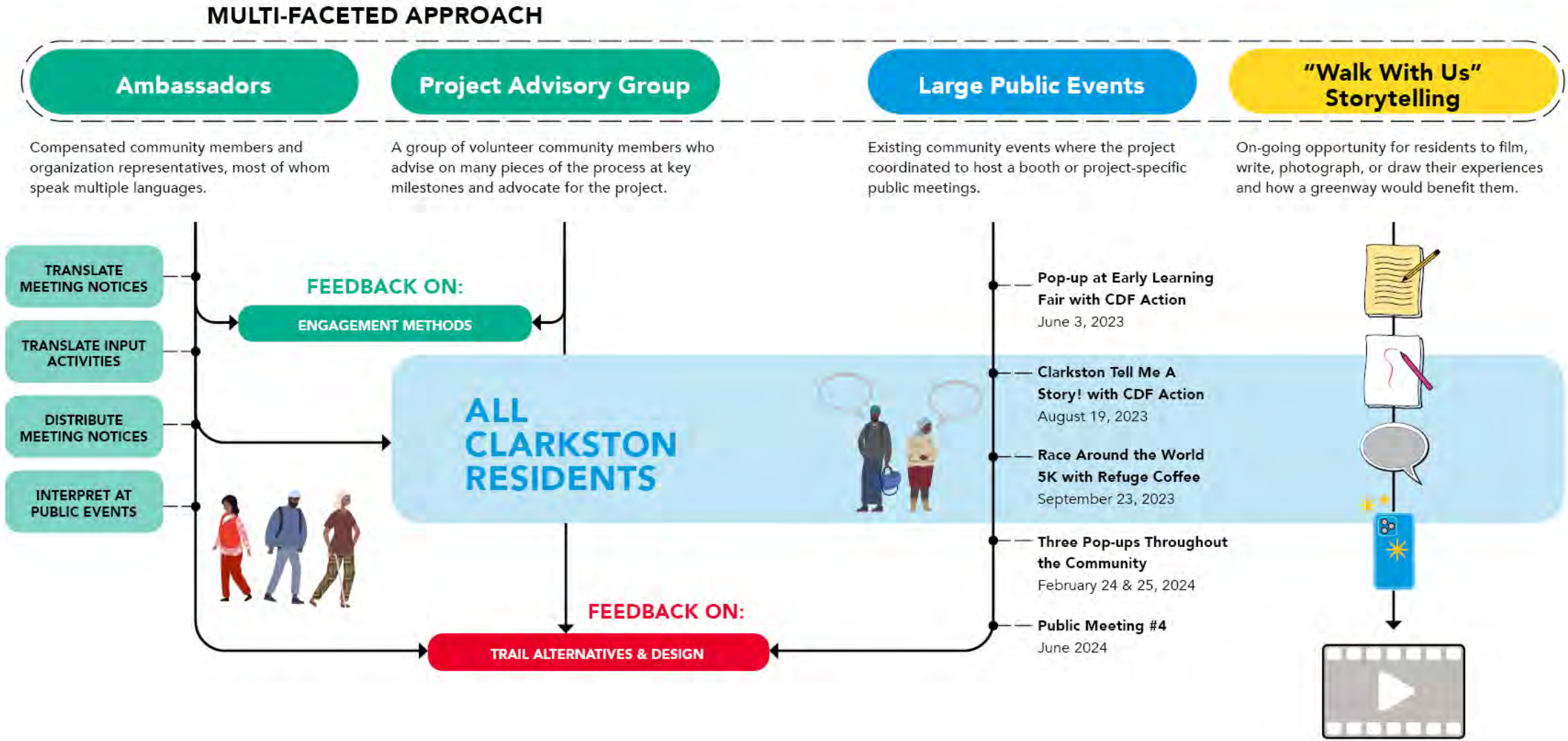




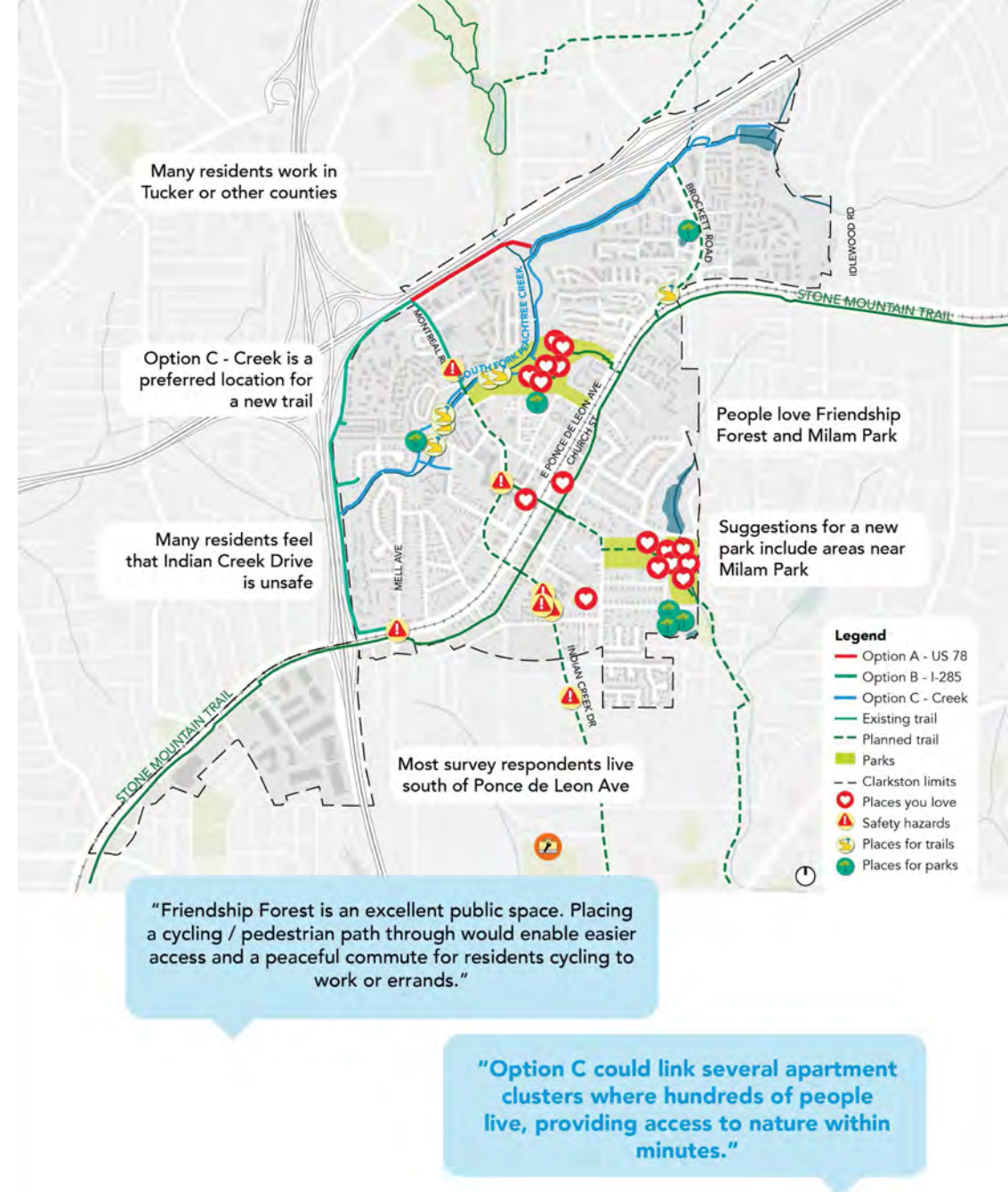
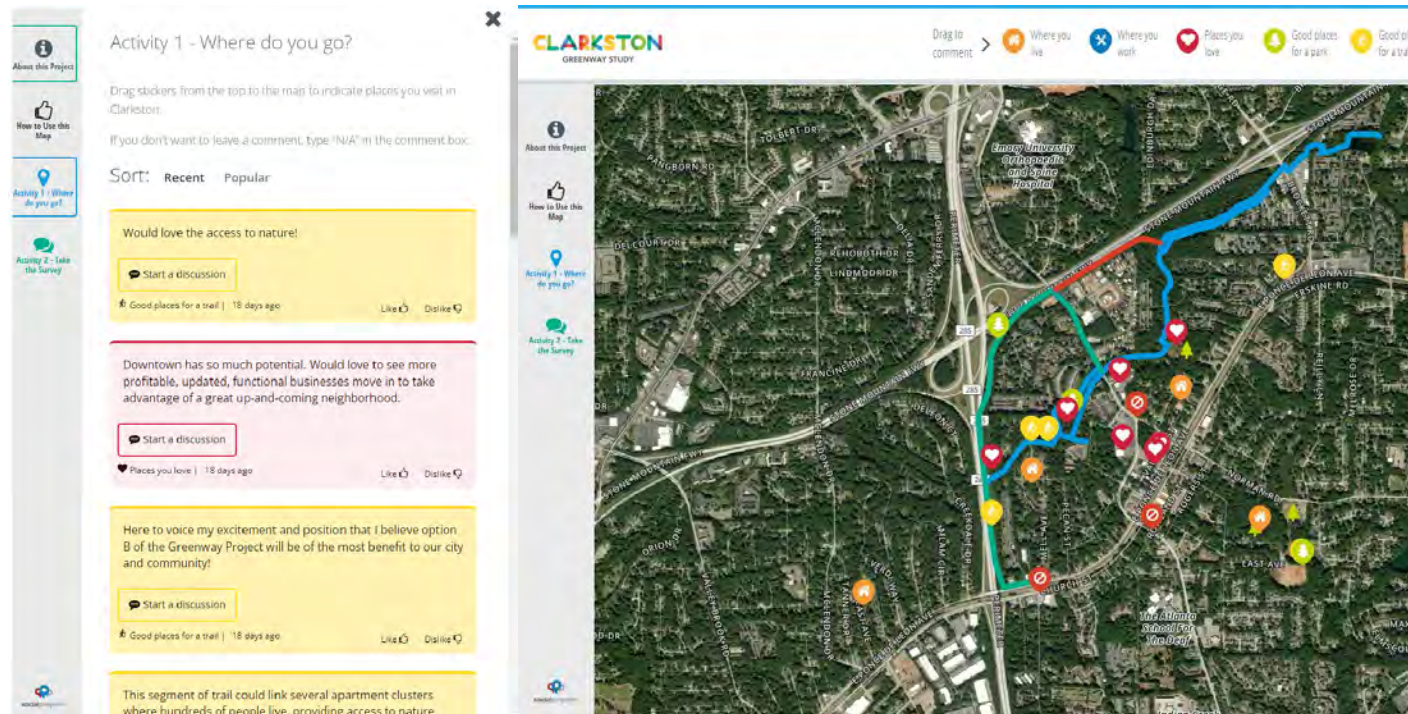
Photo: Refuge Coffee, Olivia Bowdoin



PUBLIC FEEDBACK

Over 150 comments and
80 survey responses

from in-person activities and online
surveys on the project website



Journey Mapping

Understanding mobility patterns and challenges while moving around Clarkston

How do you currently commute?



How would you like to commute in the future?



Biggest challenges faced while using these modes



WALK

Safety
No or bad sidewalks
Too far away

CYCLE

Safety
Too few connections

MARTA

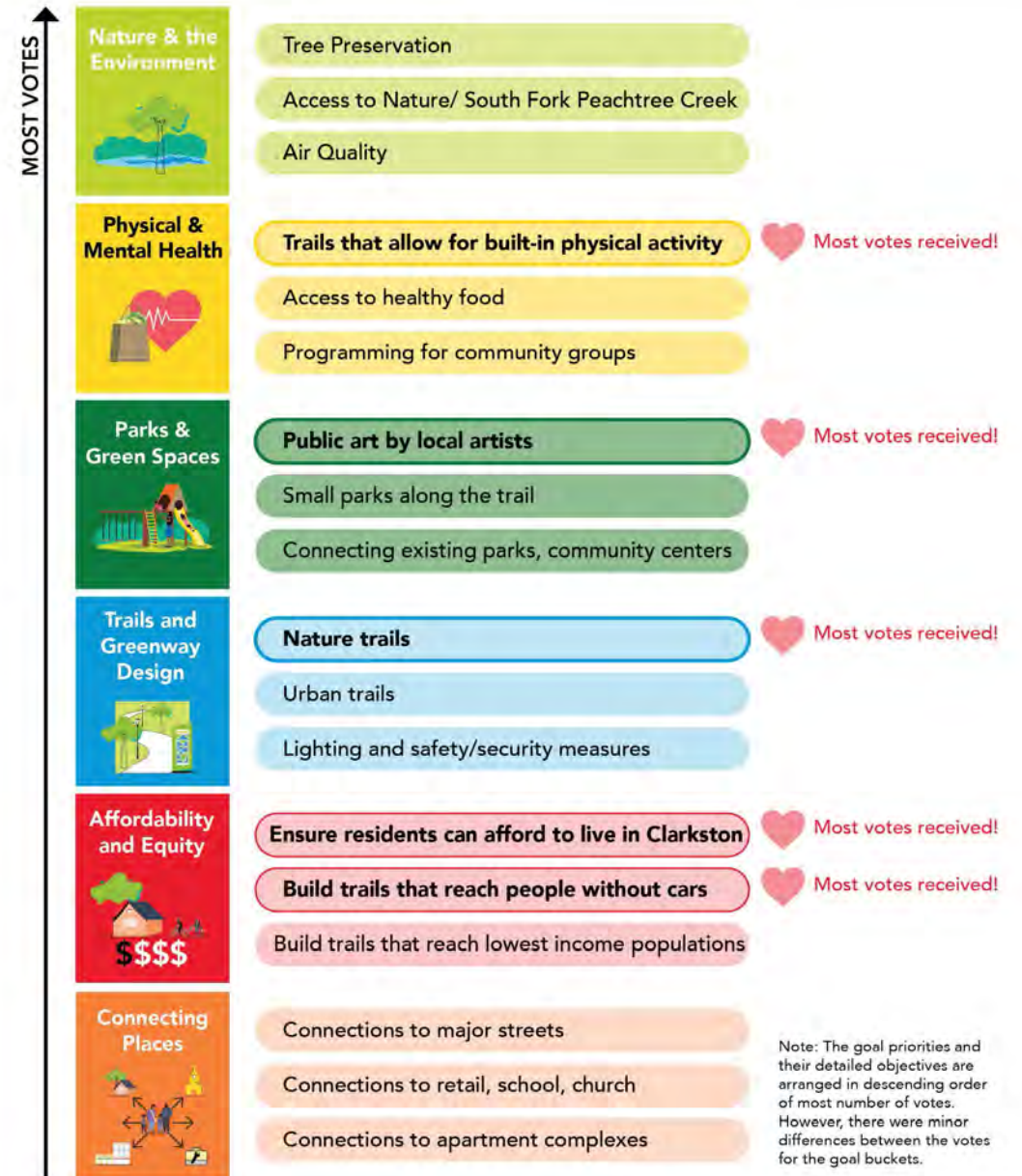
Too far away
Too few connections

"I love having a grocery store nearby but the shopping center is very car oriented and walking there is not very pleasant"

"I currently extend my bike commute by a couple miles to avoid Brockett's dangerous traffic and take Idlewood instead. Option C [...] would create a safer and faster route for Clarkston bike commuters working in the Tucker area, or vice versa."

Goal Setting

Understanding greenway priorities for residents.



Note: The goal priorities and their detailed objectives are arranged in descending order of most number of votes. However, there were minor differences between the votes for the goal buckets.

"WALK WITH US" STORYTELLING PROJECT

30-second Ambassador videos on the project website



Final video was revealed during the Juneteenth event!

Full video is shared with the City and other stakeholders to use for future grants and other funding.

FINAL ROUTE FEEDBACK AT JUNETEENTH EVENT

All residents agree that the final trail route and the phasing plan serves their needs – Feedback from the in-person event and online survey

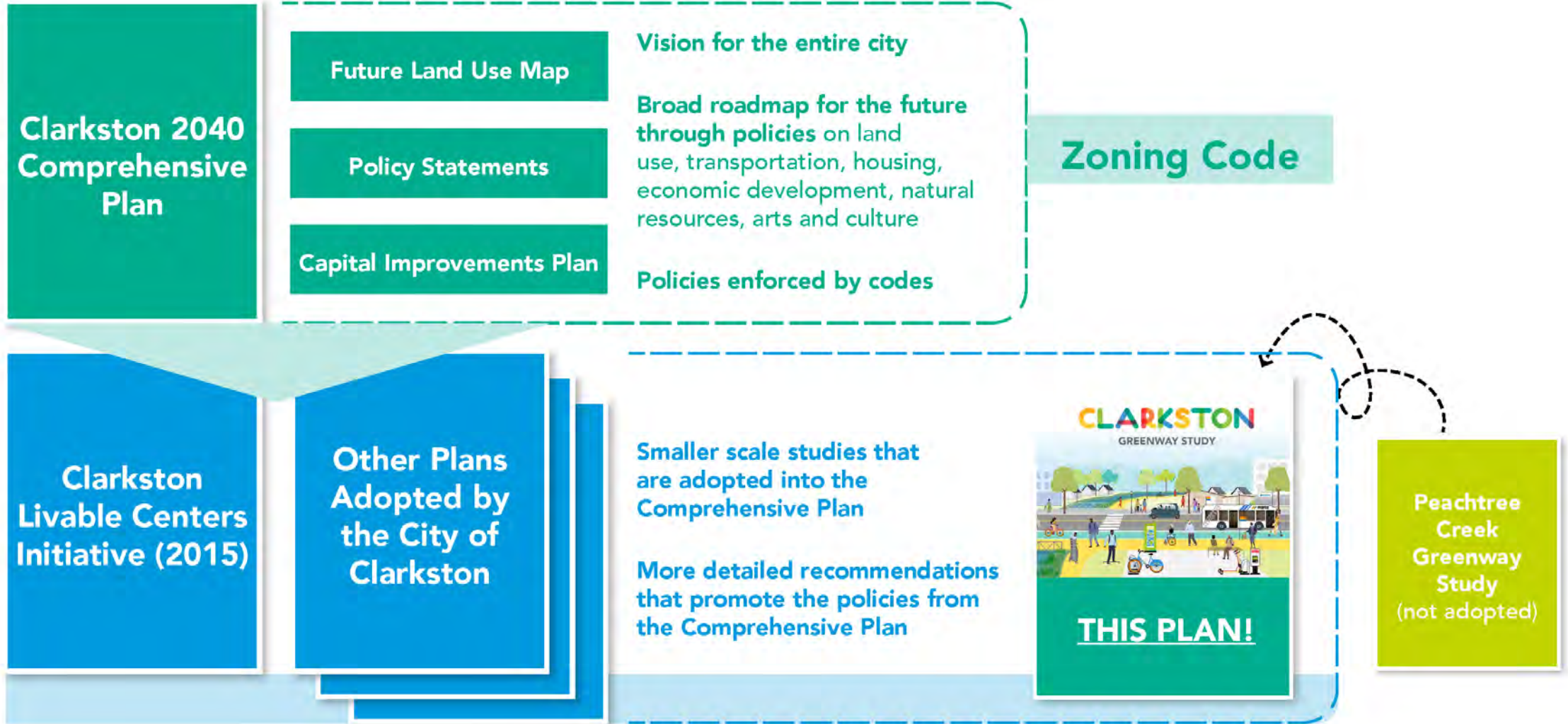


"I love this combination of nature trails and better connectivity to businesses and the post office and Friendship forest"

OUR GREAT AMBASSADOR TEAM!



PREVIOUS PLANNING EFFORTS & THIS PLAN



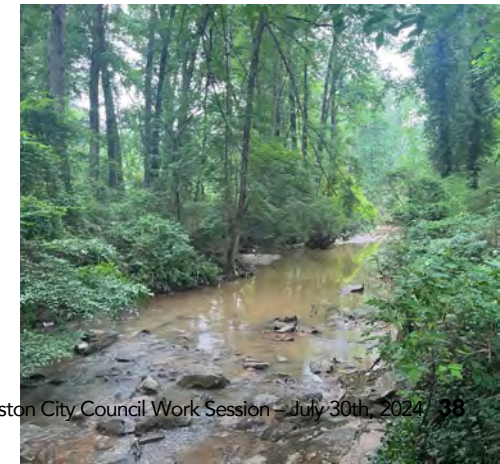
SITE VISITS

Summary

- » **Site Walk #1** - From Brockett Mall, along the South Fork Creek towards the reservoir behind Ellis Apartments and through Friendship Forest.
- » **Site Walk #2** - Along Highway 78, Montreal Road, and I-285

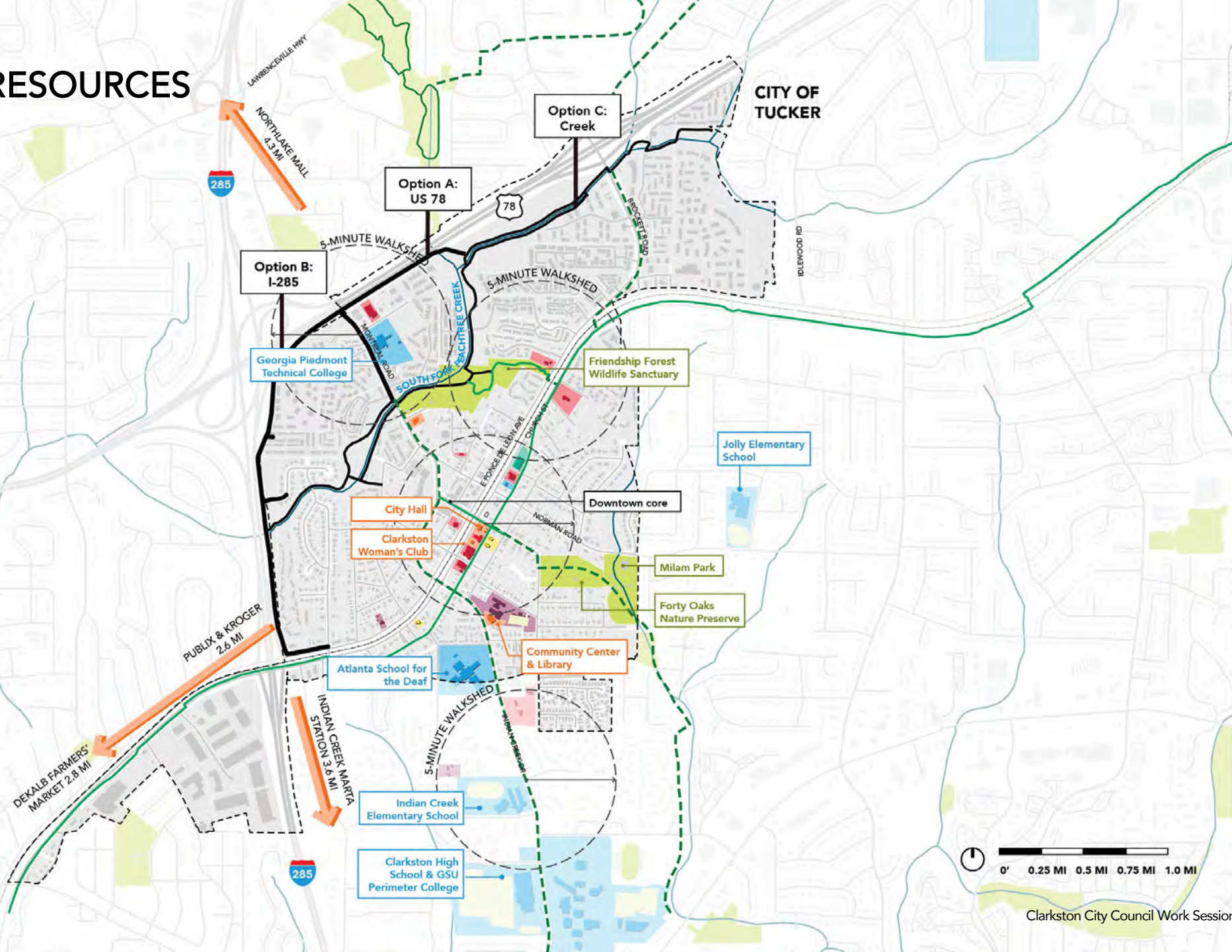
Initial Observations

- » Route along the creek could follow the existing sewer easement
- » The route directly along the highway would be very loud and tough to construct
- » Opportunities along the highway using extra land on apartment properties (would require easements)



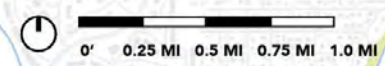
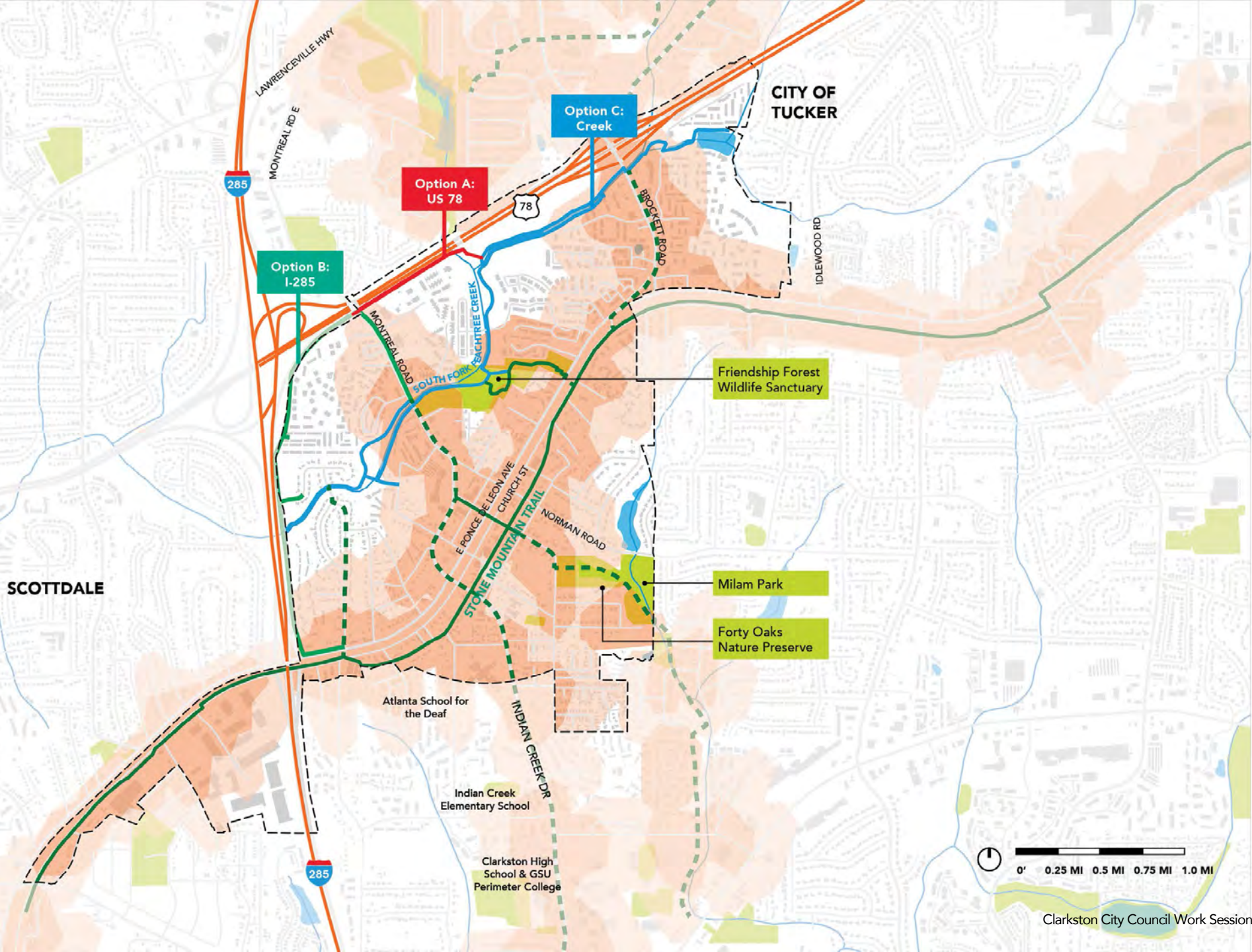
COMMUNITY RESOURCES

- Legend**
- Clarkston Boundary
 - Option A - US 78
 - Option B - I 285
 - Option C - Creek
 - Existing Trails
 - Other Proposed Trails
 - Railroads
 - Parks and Open Spaces
 - Water Bodies
 - Rivers and Streams
 - Building Footprints
 - Schools
 - Places of Worship
 - Government
 - Service
 - Non-Profit
 - Church/School



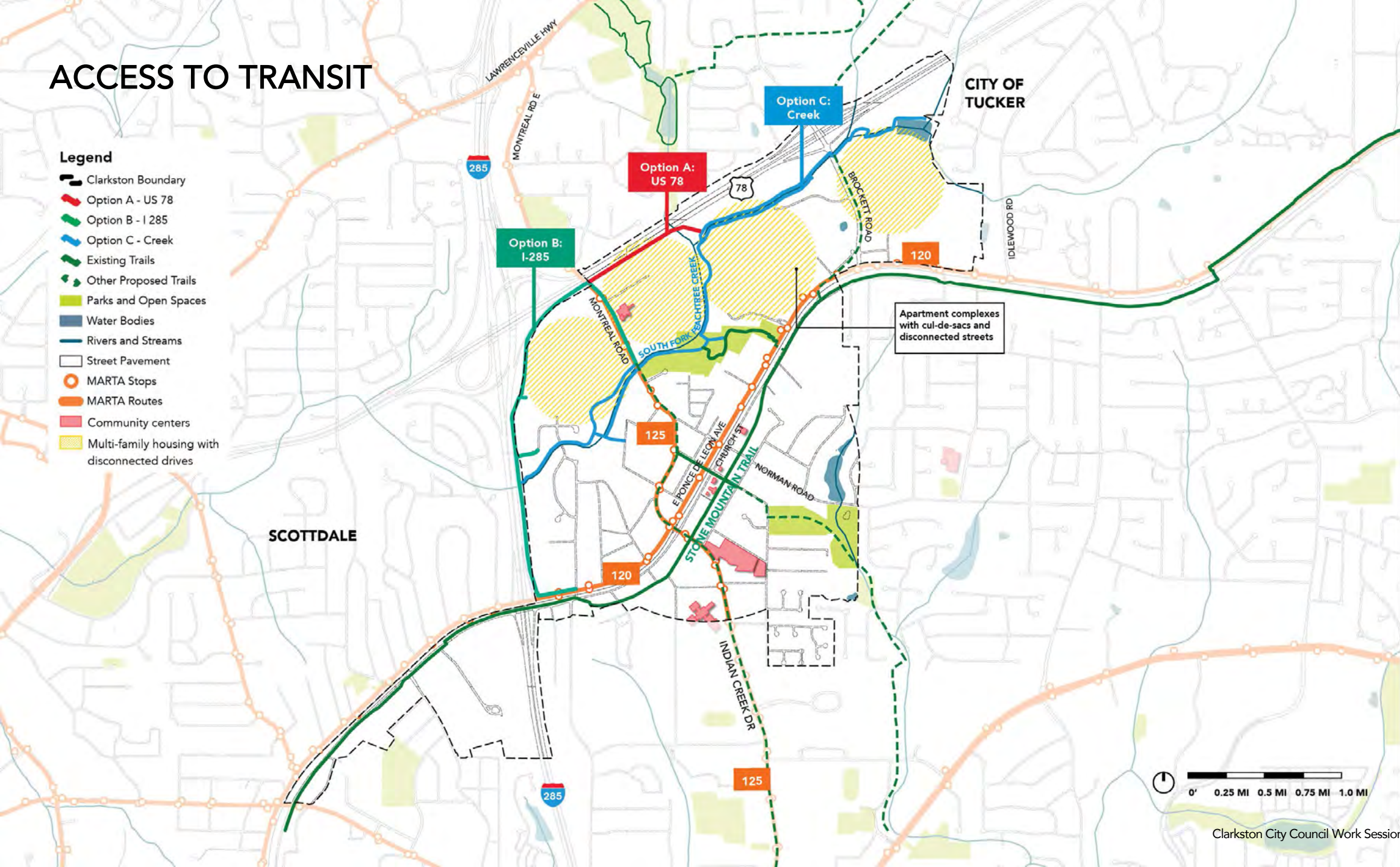
WALKABILITY

- Legend**
- Clarkston Boundary
 - Option A - US 78
 - Option B - I-285
 - Option C - Creek
 - Existing Trails
 - Other Proposed Trails
 - Parks and Open Spaces
 - Water Bodies
 - Rivers and Streams
 - Building Footprints
 - 0.25 mi Walkshed
 - 0.5mi Walkshed
 - Barriers to Walkability



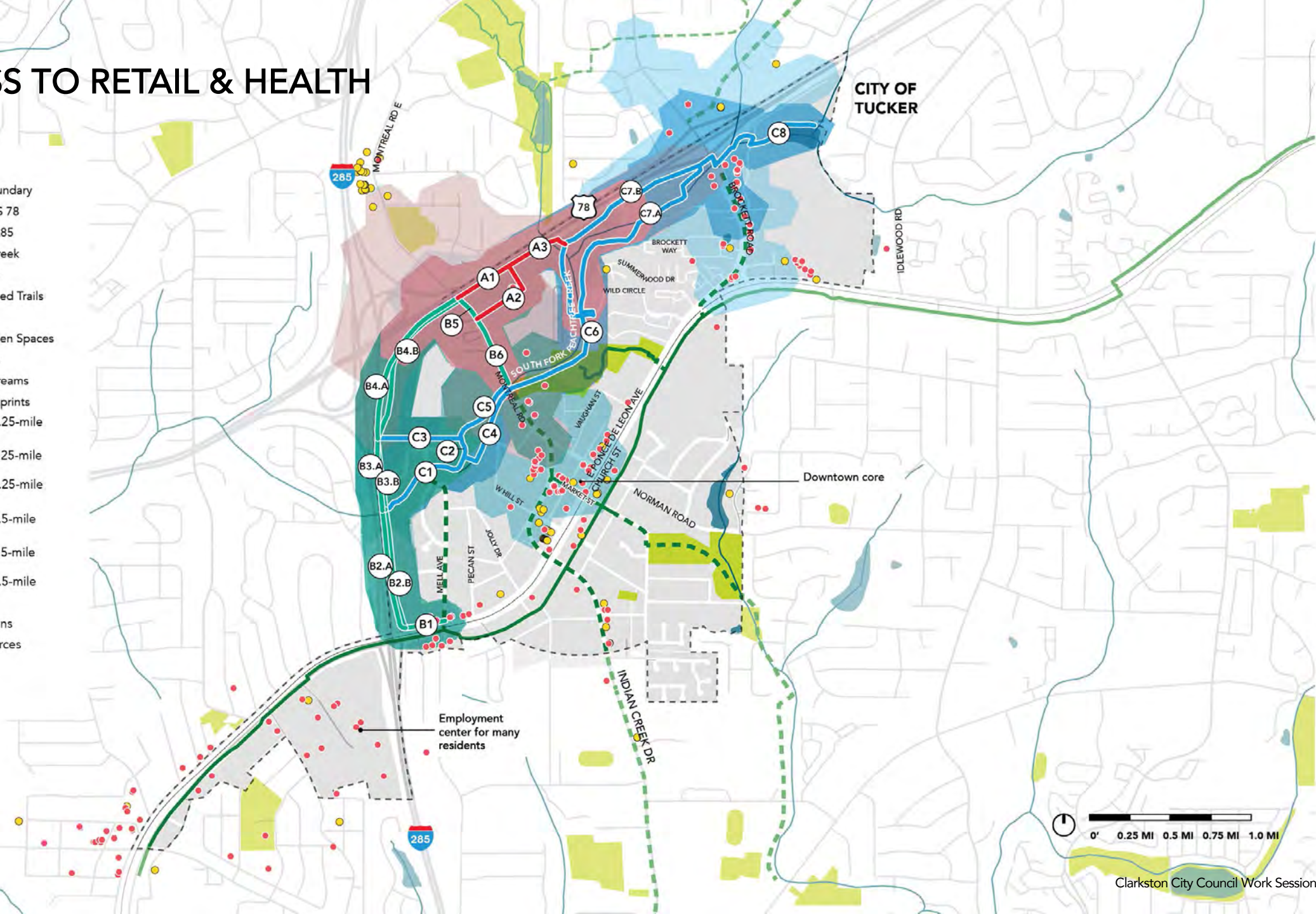
ACCESS TO TRANSIT

- Legend**
- Clarkston Boundary
 - Option A - US 78
 - Option B - I-285
 - Option C - Creek
 - Existing Trails
 - Other Proposed Trails
 - Parks and Open Spaces
 - Water Bodies
 - Rivers and Streams
 - Street Pavement
 - MARTA Stops
 - MARTA Routes
 - Community centers
 - Multi-family housing with disconnected drives



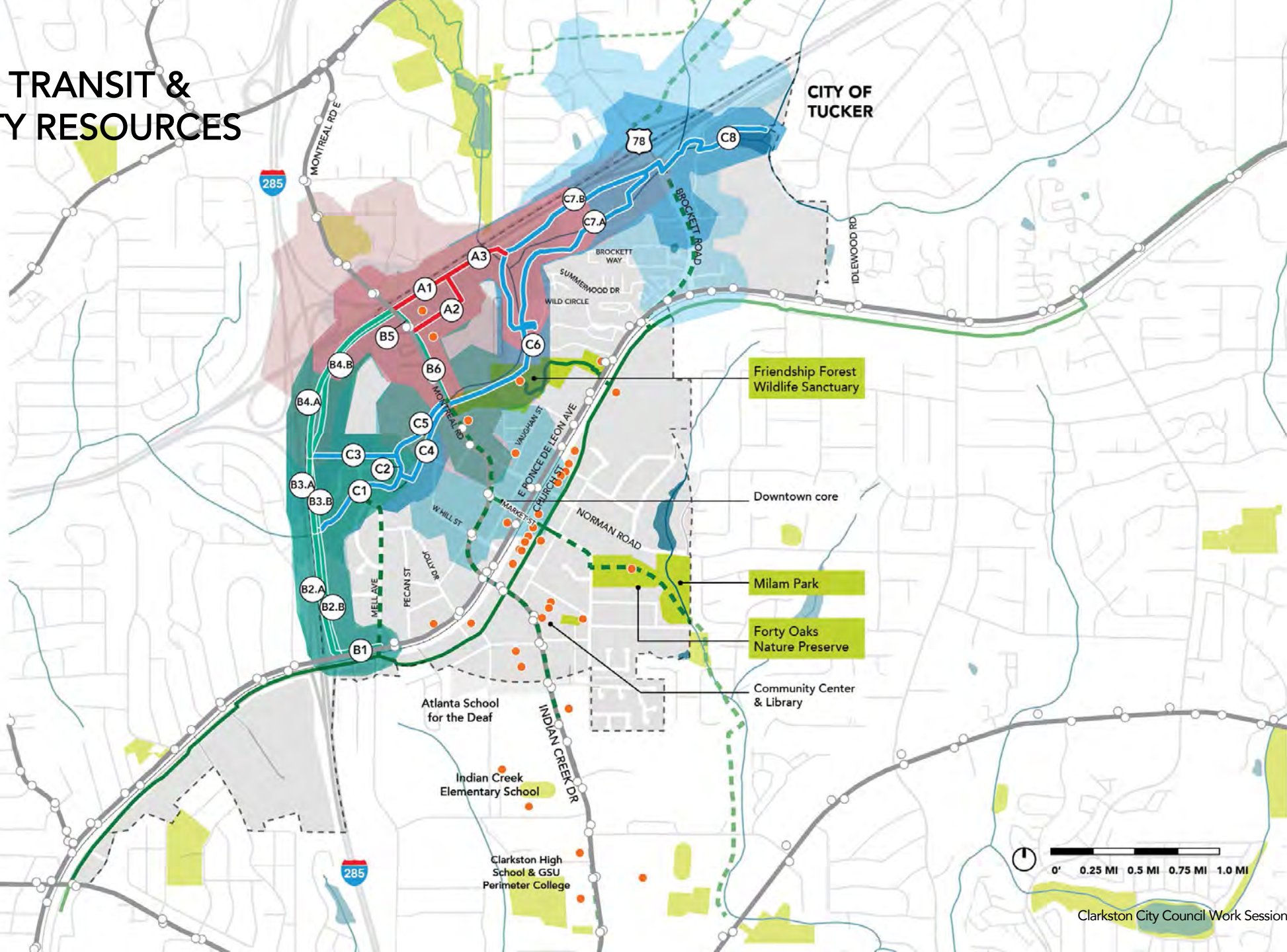
ACCESS TO RETAIL & HEALTH

- Legend**
- Clarkston Boundary
 - Option A - US 78
 - Option B - I 285
 - Option C - Creek
 - Existing Trails
 - Other Proposed Trails
 - Railroads
 - Parks and Open Spaces
 - Water Bodies
 - Rivers and Streams
 - Building Footprints
 - Option A - 0.25-mile Walkshed
 - Option B - 0.25-mile Walkshed
 - Option C - 0.25-mile Walkshed
 - Option A - 0.5-mile Walkshed
 - Option B - 0.5-mile Walkshed
 - Option C - 0.5-mile Walkshed
 - Retail locations
 - Health resources



ACCESS TO TRANSIT & COMMUNITY RESOURCES

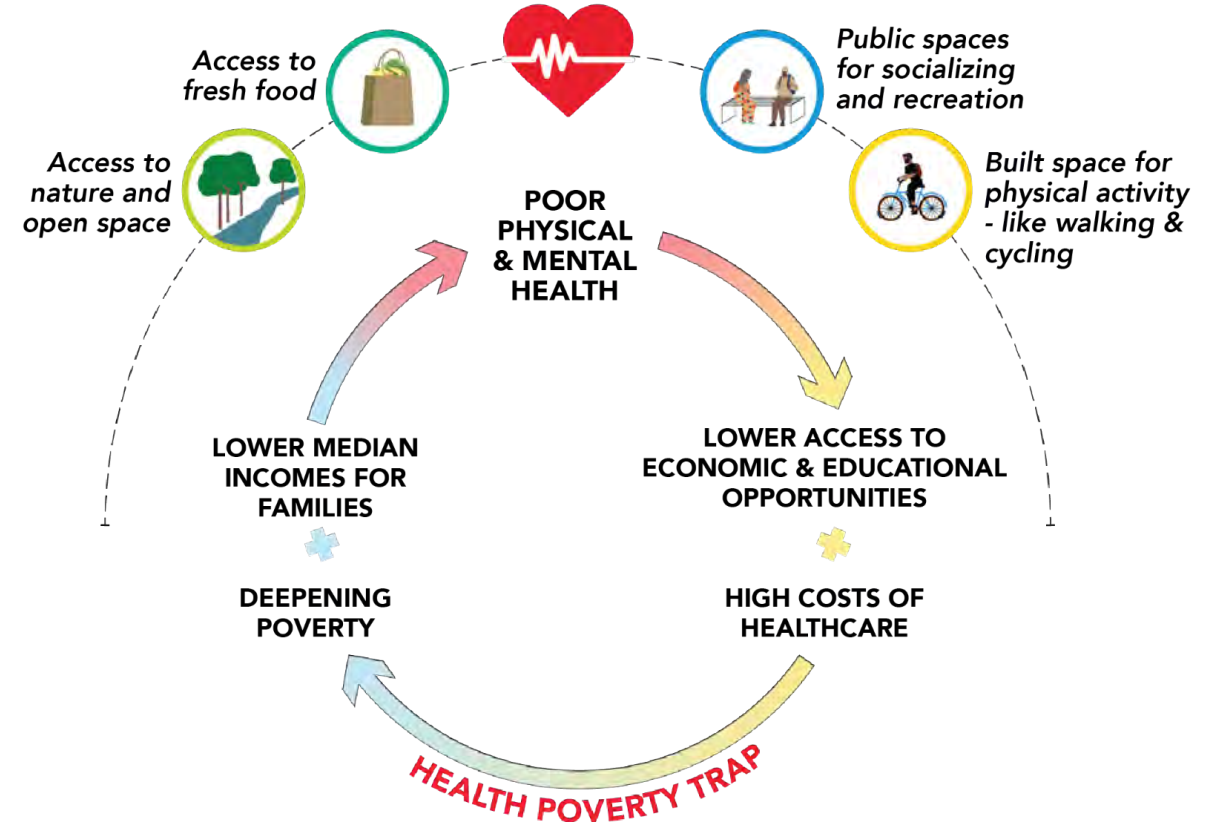
- Legend**
- Clarkston Boundary
 - Option A - US 78
 - Option B - I 285
 - Option C - Creek
 - Existing Trails
 - Other Proposed Trails
 - Railroads
 - Parks and Open Spaces
 - Water Bodies
 - Rivers and Streams
 - Building Footprints
 - Option A - 0.25-mile Walkshed
 - Option B - 0.25-mile Walkshed
 - Option C - 0.25-mile Walkshed
 - Option A - 0.5-mile Walkshed
 - Option B - 0.5-mile Walkshed
 - Option C - 0.5-mile Walkshed
 - MARTA Bus Routes
 - MARTA Bus Stops
 - Community Resources



PUBLIC HEALTH

- Public health emerged as an important objective of the greenway study
- It was embedded in all of our project goals based on this feedback
- Partnership with Georgia State University Department of Public Health Masters students

HOW DOES THE URBAN ENVIRONMENT IMPACT HEALTH?



SOCIAL VULNERABILITY INDEX

ALL INDICATORS

Legend

 Clarkston Boundary

 County Boundary

 City Boundary

 MARTA Route

 MARTA Stations

ALL THEMES - SVI CDC
2020

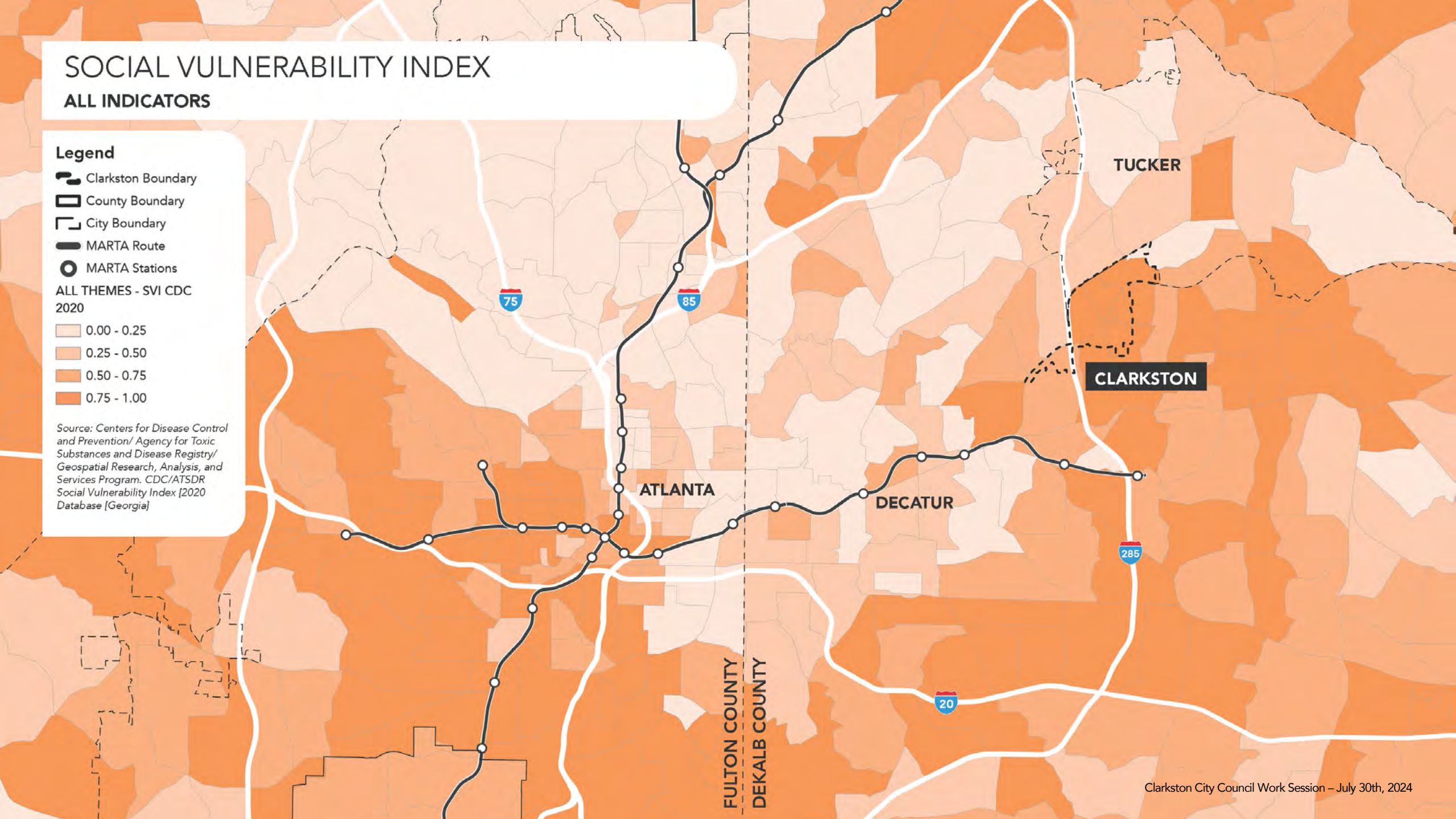
 0.00 - 0.25

 0.25 - 0.50

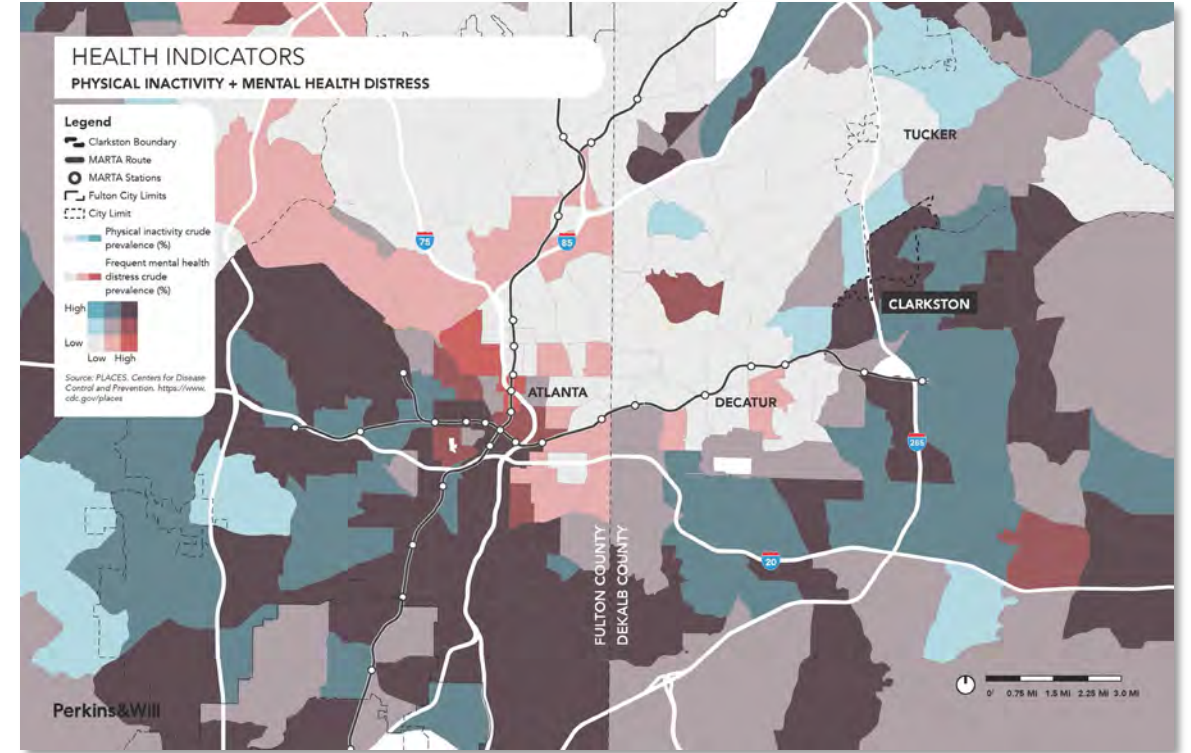
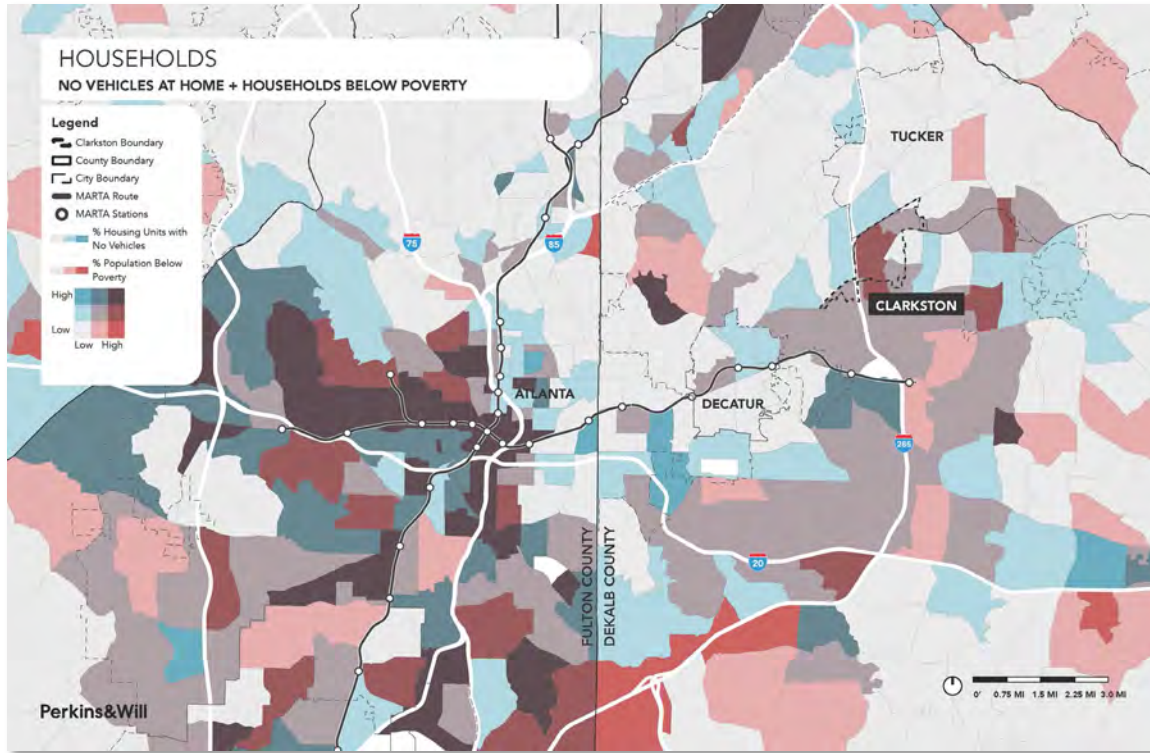
 0.50 - 0.75

 0.75 - 1.00

Source: Centers for Disease Control and Prevention/ Agency for Toxic Substances and Disease Registry/ Geospatial Research, Analysis, and Services Program. CDC/ATSDR Social Vulnerability Index [2020 Database [Georgia]



DEMOGRAPHIC INDICATORS



PHASE 2

Connecting apartments and Brockett Road to Downtown Clarkston

C7 C8 Wild Circle Road to Brockett Lake - 1.35 mile

Connections to:

- Birch Run Apartment Homes
- Mirador at Idlewood
- Springdale Glen Apartments
- Ellis Apartments

COSTS

Planning and Engineering (P/E)

\$487,000

Right of Way Acquisition

\$1,430,000

Construction

\$4,300,000

Contingency

\$933,000

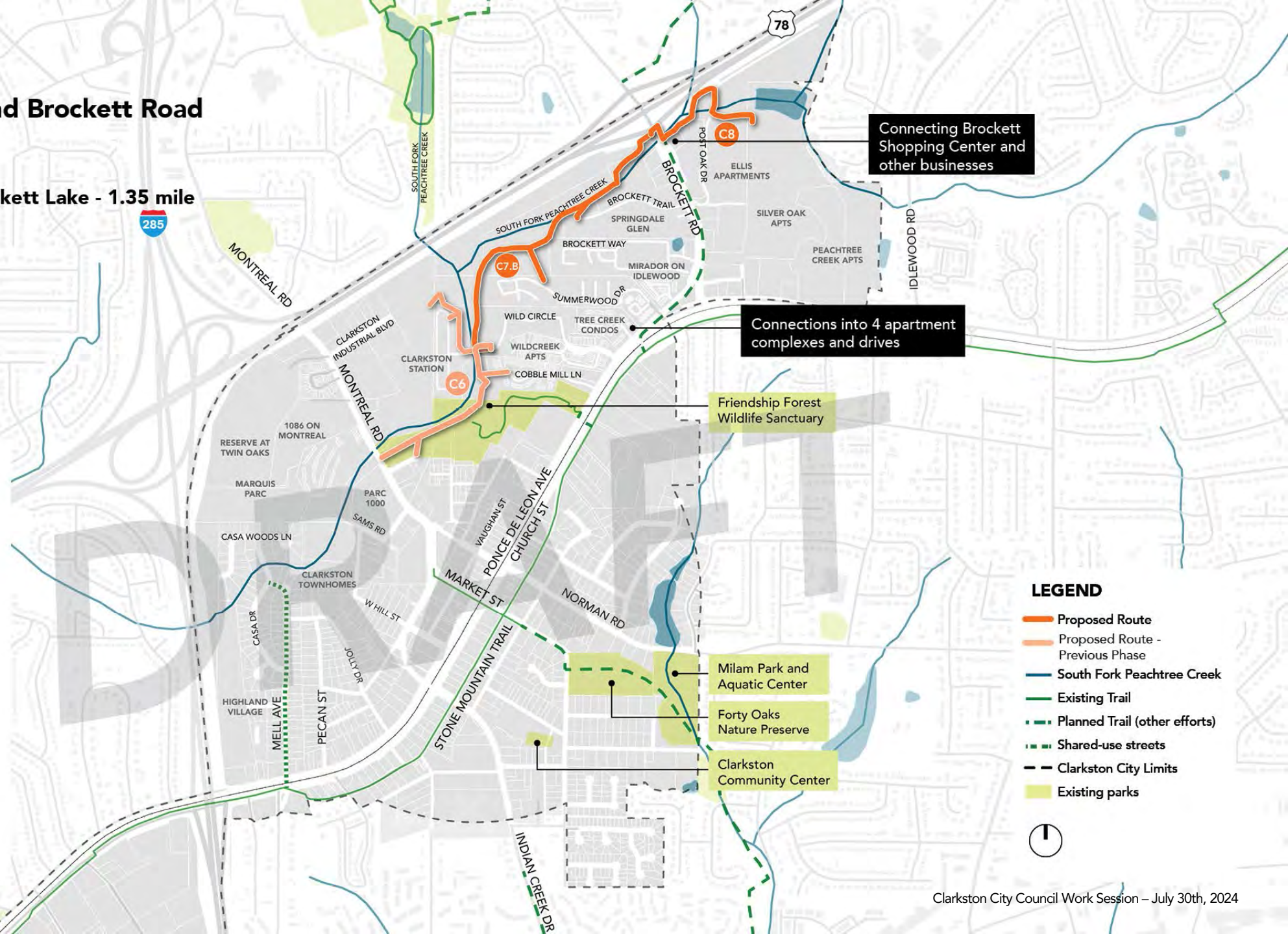
Total - \$7.2 million

Potential PE Funding:

Congressional District

Spending

Construction Funding TBD



Connecting Brockett Shopping Center and other businesses

Connections into 4 apartment complexes and drives

LEGEND

- Proposed Route
- Proposed Route - Previous Phase
- South Fork Peachtree Creek
- Existing Trail
- Planned Trail (other efforts)
- Shared-use streets
- Clarkston City Limits
- Existing parks



PHASE 3

Connecting neighborhoods to businesses in Downtown

C4 C5 Montreal Road, Casa Woods Lane, Thriftown - 0.9 mile

Connections to:

- Sams Road / W. Hill Street
- Thriftown
- Casa Woods Lane
- Parc 1000 Apartments
- Marquis Parc Apartments
- 1086 on Montreal Apartments

COSTS

Planning and Engineering (P/E)

\$370,000

Right of Way Acquisition

\$732,000

Construction

\$3,372,000

Contingency

\$671,000

Total - \$5.15 million

Potential PE Funding:

Congressional District

Spending

Construction Funding TBD

Coordination with 2 single-family homeowners and easements in 3 apartment complexes required

Montreal Road and N. Indian Creek Drive Road Diet to be implemented at the same time

Install safe pedestrian crossings on Montreal Road to cross from one side of the trail to the other

- LEGEND**
- Proposed Route
 - Proposed Route - Previous Phase
 - South Fork Peachtree Creek
 - Existing Trail
 - Planned Trail (other efforts)
 - Shared-use streets
 - Clarkston City Limits
 - Existing parks

PHASE 4

Creating a greenway on the edge of the city to connect apartments

C3 B3 B4 Casa Woods Lane to Montreal Road
through Apartments - 1.0 mi

Connections to:

- Casa Drive
- Casa Woods Lane
- Reserve at Twin Oaks
- Marquis Parc Apartments
- 1086 on Montreal Apartments

COSTS

Planning and Engineering (P/E)

\$435,000

Right of Way Acquisition

\$921,000

Construction

\$3,920,000

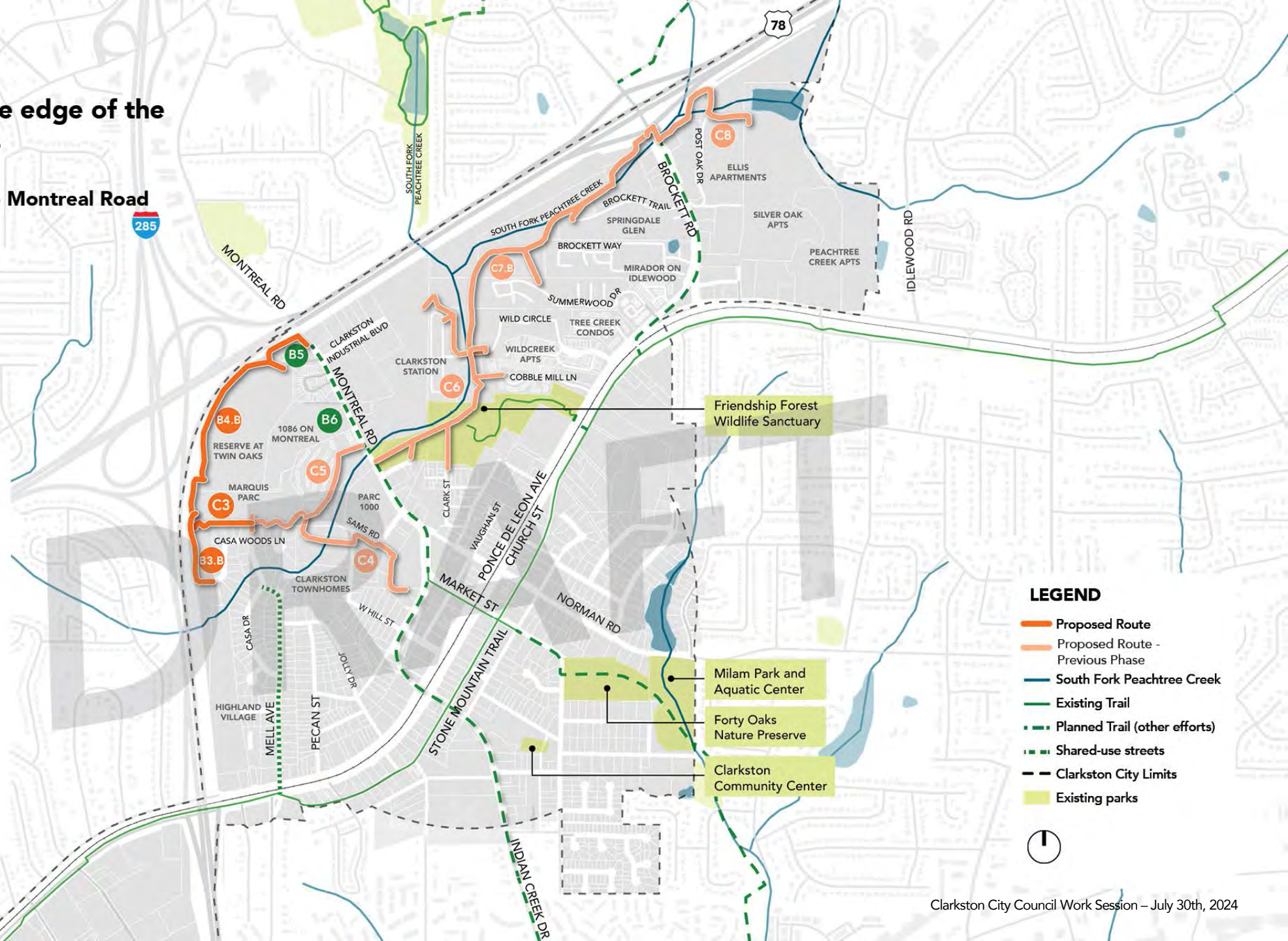
Contingency

\$791,000

Total - \$6 to 7 million

PE and Construction

Funding TBD



LEGEND

- Proposed Route
- Proposed Route - Previous Phase
- South Fork Peachtree Creek
- Existing Trail
- Planned Trail (other efforts)
- Shared-use streets
- Clarkston City Limits
- Existing parks



Connecting apartments to E Ponce de Leon Avenue

Avenue - 0.8 mi

Connections to:

- Highland Village
- Mell Avenue
- Casa Woods Lane

COSTS

Planning and Engineering (P/E)

\$262,000

Right of Way Acquisition

\$402,000

Construction

\$2,326,000

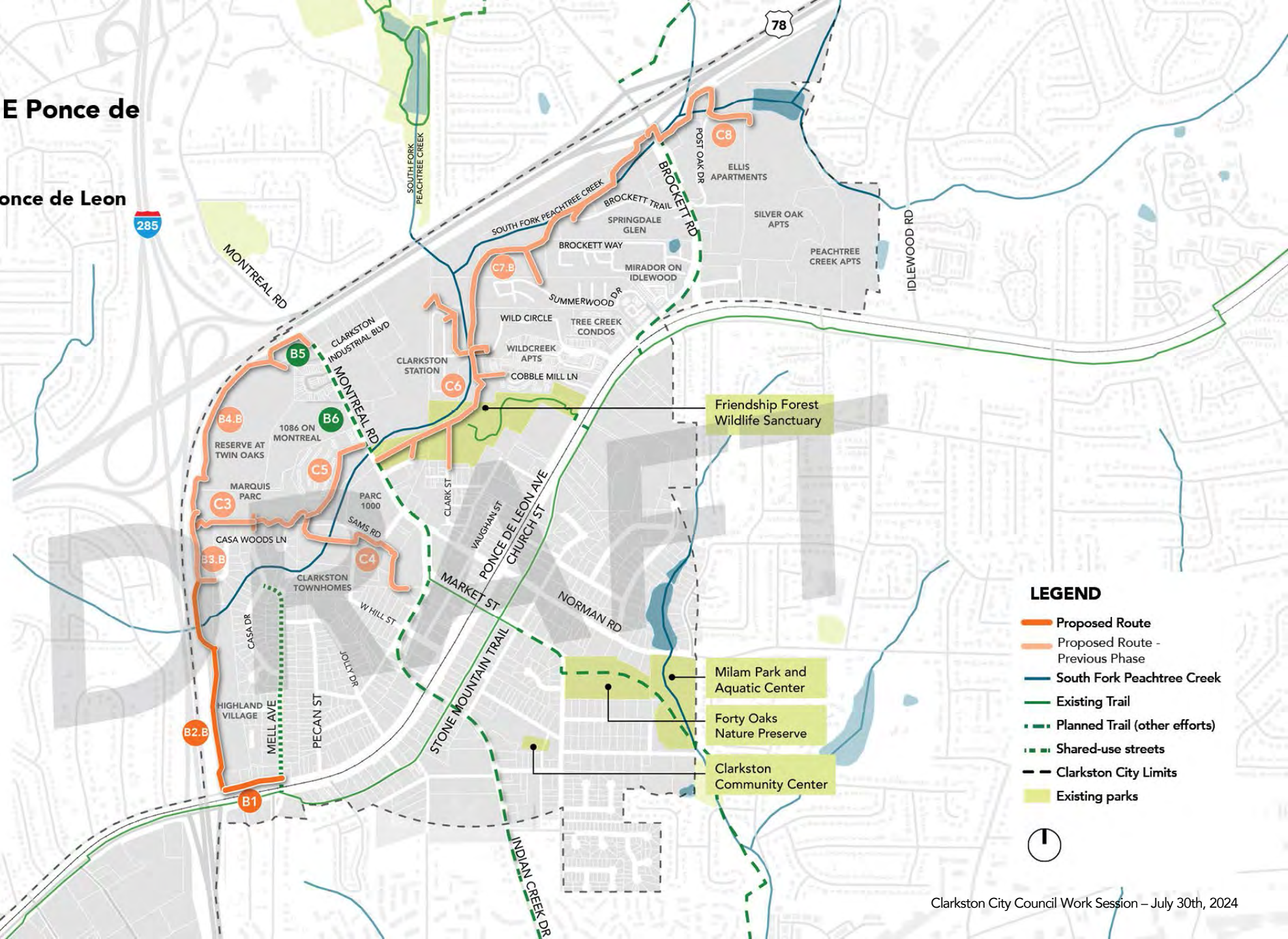
Contingency

\$450,000

Total - \$3 to 3.5 million

PE and Construction

Funding TBD



PHASES 1 TO 5 - 4.6 miles

Total Costs for Planning and Engineering

\$2 to 3 million

Right of Way Acquisition

\$3.5 to 4 million

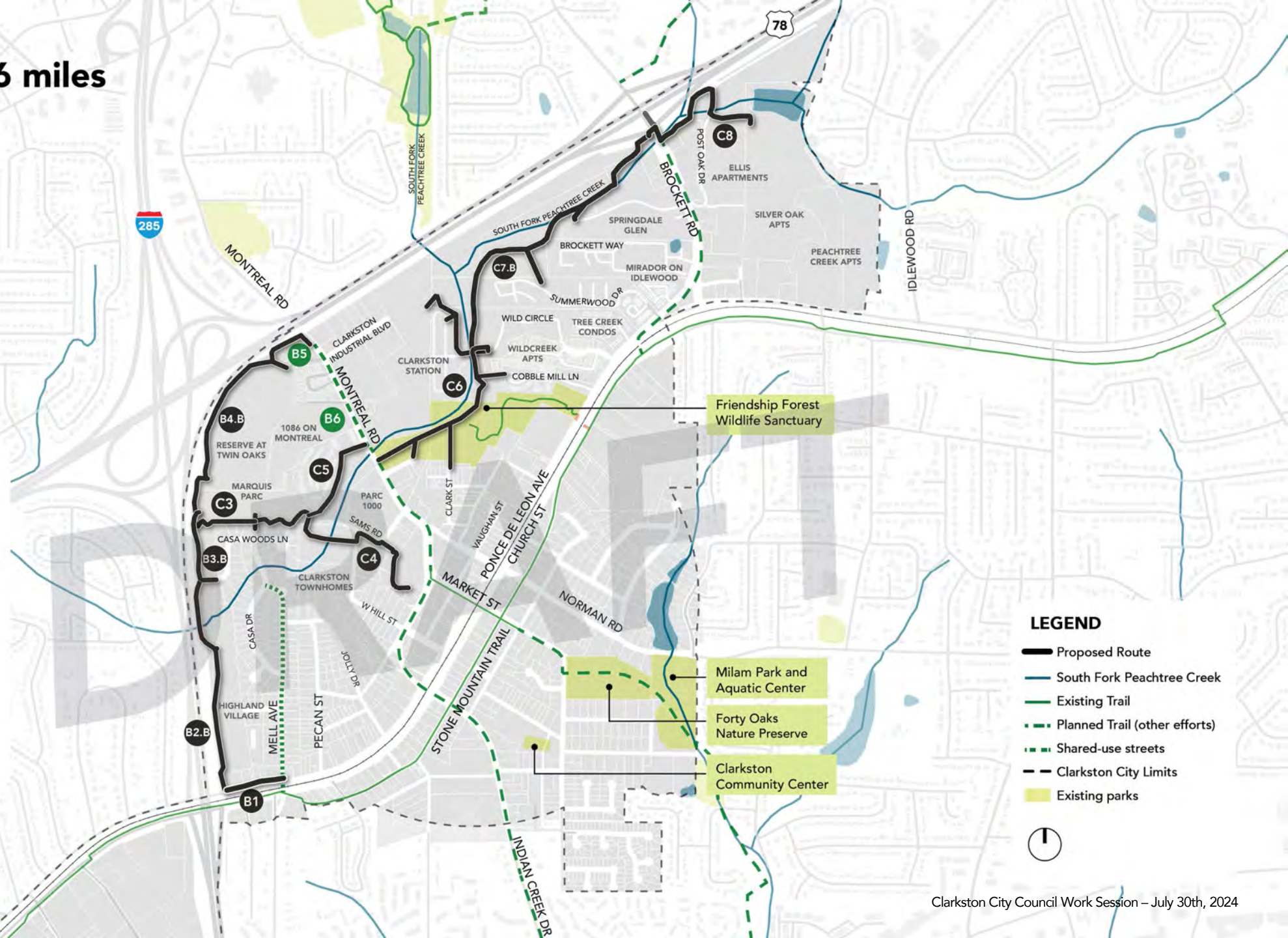
Construction

\$15 to 20 million

Contingency

\$3 to 4 million

Total - \$25 - 30 million



FUTURE GREENWAY EXPANSION

Connecting to neighboring places

- Trails **A1** **A2** **A3**
- D2: Connection to Tucker's Planned Trail via Highway 78 on Brockett Road
- D1: Connection to Scottdale via East Ponce de Leon Avenue on I-285 overpass
- D3: Connection to Homestead Park in Tucker via possible route under Highway 78 via Brockett Road
- D4: Connection to Stone Mountain Trail through potential railroad underpass across from Friendship Forest through Reconnecting Communities and Neighborhoods (RCN) IIJA grant funding, if awarded next year

A1, A2, A3 COSTS

Planning and Engineering

\$467,000

Right of Way Acquisition

\$1,100,000

Construction

\$4,163,000

Contingency

\$890,000

Total - \$6,620,000

