

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

SPECIAL CALLED WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
WEDNESDAY, NOVEMBER 15, 2023

Publication Date: November 10, 2023

TIME: 6:30 p.m.

DATE: November 15, 2023

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

a) Update of Ongoing Projects [Bender]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

The City of Snellville
2342 Oak Road
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AGENDA

**SPECIAL CALLED MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
WEDNESDAY, NOVEMBER 15, 2023**

Publication Date: November 10, 2023

TIME: 7:30 p.m.
DATE: November 15, 2023
PLACE: Council Chambers

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE TO THE FLAG**
- IV. CEREMONIAL MATTERS**
 - a) Administer Oath of Office to Barbara Bender for the Mayor's Post
 - b) Administer Oath of Office to Kerry Hetherington for City Council Post 2
 - c) PRO 2023-18 - Honoring Council Member Dave Emanuel
 - d) Experience Snellville (STAT) Recognition of Service Awards
- V. MINUTES**
 - a) Approve the Minutes of the October 23, 2023 Meetings
- VI. INVITED GUESTS**

None
- VII. COMMITTEE / DEPARTMENT REPORTS**
- VIII. APPROVAL OF THE AGENDA**
- IX. PUBLIC HEARING**
- X. CONSENT AGENDA (Please see *Note)**
- XI. OLD BUSINESS**

SPECIAL CALLED MEETING OF MAYOR AND COUNCIL
WEDNESDAY, NOVEMBER 15, 2023
PAGE TWO

XII. NEW BUSINESS

- a) Consideration and Action on Ratification of the November 7, 2023 General Election Results:

Mayor (Unopposed)

Barbara Bender – 1,516

Council Post 1:

Norman A. Carter - 843

Catherine Hardrick - 858

Elizdine Heathington – 45

Since no candidate received a majority vote for Council Post 1 a run-off will be scheduled for Tuesday, December 5, 2023 between Norman Carter and Catherine Hardrick.

Council Post 2:

Solange Destang - 699

Kerry Hetherington – 1,029

- b) Mayor's Nomination and Council Confirmation of Deborah Jones to Snellville Tourism and Trade (STAT) Board Post 3 for the Term of 2024 to 2025 [Bender]
c) Mayor's Nomination and Council Confirmation of Stephanie McDonald to Snellville Tourism and Trade (STAT) Board Post 5 for the Term of 2024 to 2025 [Bender]
d) Consideration and Action on Approval of Contract for Extra Drainage Work on Springdale Drive [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

- Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

**SPECIAL CALLED MEETING OF MAYOR AND COUNCIL
WEDNESDAY, NOVEMBER 15, 2023
PAGE THREE**

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

Commonly Used Acronyms for Planning and Development:

ANX – Annexation

BOA – Board of Appeals

CIC – Change in Conditions

CP – Comprehensive Plan

LUP – Land Use Plan

MSP – Master Sign Plan

RZ – Rezoning

SUP – Special Use Permit

UDO – Unified Development Ordinance

Commonly Used Acronyms for City Boards and Commission:

BOA – Board of Appeals

DAS – Development Authority of Snellville

DDA – Downtown Development Authority

STAT – Snellville Tourism and Trade

SYC – Snellville Youth Commission

URA – Urban Redevelopment Agency

For more information about each of these you can go online to the City Code:

<https://www.snellville.org/code-ordinances>

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
NOVEMBER 15, 2023

November 15

Council Meeting

Wednesday, November 15, 2023

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

November 16

DAS & URA Joint Meeting

Thursday, November 16, 2023

4:00 pm – City Hall Room 259, Second Floor

November 17

SPRD Youth Basketball Registration Ends

Friday, November 17, 2023

8:00 am to 5:00 pm – Snellville Parks & Recreation 2500 Sawyer Parkway, Snellville

November 18

Extended Farmers' Market

Saturday, November 18, 2023

9:00 am to 12:00 pm

City Hall Parking Lot

November 19

Broadcast of 11/15/23 Council Meeting

Sunday, November 19, 2023

Watch the broadcast of the 11/15/2023 Council Meeting on Comcast Channel 25 at 6:30 pm

November 23 and 24

Thanksgiving Holidays

Thursday, November 23, 2023 and Friday, November 24, 2023

All City Offices will be closed on 11/23 and 11/24 to observe the Thanksgiving Holidays. We will reopen on Monday, November 27, 2023 at 8:00 am. ALL EMERGENCY SERVICES WILL OPERATE AS NORMAL.

November 25

Christmas Parade and Tree Lighting

Saturday, November 25, 2023

5:30 pm – Parade – Starts at Wisteria Plaza and ends at the Towne Green

7:00 pm – Lighting of the Tree at the Towne Green

November 27

Council Meeting

Monday, November 27, 2023

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall



CITY OF SNELLVILLE

Proclamation

PRO 2023-18

HONORING COUNCIL MEMBER
DAVE EMANUEL

- WHEREAS, Council Member Dave Emanuel has served on the Snellville City Council since 2011; and
WHEREAS, after moving to Snellville Council Member Emanuel immersed himself in public service: and
WHEREAS he served on the City's Planning Commission from August 2009 until September 2011, is a graduate of the Snellville Citizen's Police Academy, a member of the CPA Alumni Association, and has served with Experience Snellville; and
WHEREAS he volunteered at many City and Experience Snellville events, including Snellville Farmers' Market, Fall Festival and the Christmas Tree Lighting; and
WHEREAS after he became a Councilmember in 2011, he launched "Give Hunger the Boot," a program that helps raise food and funds for the Southeast Gwinnett Co-op and worked with Gwinnett Clean and Beautiful to have a portion of Oak Road designated an Adopt-A-Road; and
WHEREAS Emanuel served three terms on Council for a total of twelve years as well as serving as the Mayor Pro Tem from January 2019 to January 2023; and
WHEREAS Mayor and Council changed the Charter, placing term limits on elected officials, following a charter change through the State Legislature. After serving three, four-year terms, Emanuel will vacate his post, the first Councilman to do so in City history.

THEREFORE, I, Barbara Bender, Mayor of the City Snellville, Georgia, Where Everybody is PROUD to be Somebody, do hereby join with our City Council, all employees, and the Citizens of Snellville, who Council Member Dave Emanuel has faithfully served, to express our appreciation and gratitude for the service rendered to the City of Snellville over three decades.

Proclaimed this 15th day of November 2023.



Barbara Bender, Mayor

Tod Warner, Mayor Pro Tem

Kerry Hetherington, Council Member

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

ATTEST:

Melisa Arnold, City Clerk



WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, OCTOBER 23, 2023

Present: Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. (Mayor Barbara Bender was absent.) Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Jay Crowley with Powell and Edwards Attorneys at Law, Chief Greg Perry, Planning and Development Director Jason Thompson, Public Information Officer Brian Arrington, Parks and Recreation Director Lisa Platt, Interim Public Works Director David Mitchell, IT Administrator Erika Fleeman and City Clerk Melisa Arnold.

Mayor Barbara Bender was absent so Mayor Pro Tem Tod Warner chaired the meeting.

CALL TO ORDER

Mayor Pro Tem Warner called the meeting to order at 6:30 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

The agenda was reviewed and Mayor Pro Tem Warner advised that a proclamation was prepared for the Gwinnett Chamber and would be presented to Nick Masino tonight.

REVIEW CORRESPONDENCE

None

CITY ATTORNEY'S REPORT

Attorney Ross gave an update on Quality of Life Court and reviewed some abatements in progress. He asked Council about pursuing an abatement for 2411 Ivy Way, the consensus was to move forward, he then asked about an abatement for 2067 Tanglewood Drive, and the consensus was to move forward on that property as well.

Attorney Ross advised that Andy Davis, the Attorney representing the City on the Opioid case, has changed firms and asked if Mr. Davis could continue to represent the City with the new firm, Davis Lucas Carter. After discussion, the consensus was to allow him to continue our representation.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on the Towne Center as well as other projects.

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, OCTOBER 23, 2023
PAGE TWO

Discussion of NYC Short Term Rental Ordinance [Warner]

Mayor Pro Tem Warner talked about revising the ordinance to allow for holding people responsible who rent a residence and then use it as a short term rental without the owner's knowledge.

EXECUTIVE SESSION

Mayor Pro Tem Warner read the closed meeting notice into the record as follows:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).

Upon a motion by Council Member Emanuel, 2nd by Council Member Schulz, the meeting was closed, with all Council Members and the Mayor Pro Tem present and voting in favor.

The meeting was closed at 6:53 p.m.

The meeting reconvened at 7:10 p.m.

Mayor Pro Tem Warner reminded the Council to review the designs by Placemaker that were sent to them by City Manager Sanders.

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Schulz; voted 5 in favor and 0 opposed, motion approved. The meeting adjourned at 7:10 p.m.

Tod Warner, Mayor Pro Tem

Melisa Arnold, City Clerk



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, OCTOBER 23, 2023

Present: Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. (Mayor Barbara Bender was absent.) Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross and Jay Crowley with Powell and Edwards Attorneys at Law, Chief Greg Perry, Public Information Officer Brian Arrington, Parks and Recreation Director Lisa Platt, Interim Public Works Director David Mitchell, IT Administrator Erika Fleeman and City Clerk Melisa Arnold.

Mayor Barbara Bender was absent so Mayor Pro Tem Tod Warner chaired the meeting.

CALL TO ORDER

Mayor Pro Tem Warner called the meeting to order at 7:30 p.m.

INVOCATION

Tynecia Estrada gave the invocation.

PLEDGE TO THE FLAG

Council Member Emanuel led the Pledge of Allegiance.

CEREMONIAL MATTERS

Administer Oath of Office to Dale Stanley for Parks and Recreation Board Post 1

Mayor Pro Tem Warner administered the Oath of Office to Dale Stanley.

MINUTES

Approve the Minutes of the October 9, 2023 Meetings

Council Member Emanuel made a motion to approve the October 9, 2023 minutes, 2nd by Council Member Destang; voted 5 in favor and 0 opposed, motion approved.

INVITED GUESTS

Principal Rodney Jordan of South Gwinnett High School

Principal Jordan spoke about his new role and the positive changes that are being implemented.

Nick Masino – Gwinnett County Chamber of Commerce

Mayor Pro Tem Warner read PRO 2023-17 into the record recognizing the recent designation by the Association of Chamber of Commerce Executives (ACCE) as 'Chamber of the Year' and presented it to Mr. Masino.

**PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, OCTOBER 23, 2023
PAGE TWO**

Tynecia Estrada - Founder and CEO of Girls Breaking Chains, Inc.

Ms. Estrada spoke about the program's mission to support children who have a parent who is incarcerated.

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Council Member Destang made a motion to approve the agenda of the October 23, 2023 meeting, 2nd by Council Member Lenski; voted 5 in favor and 0 opposed, motion approved.

PUBLIC HEARING

None

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action on Award of Bid for Repair of Stormwater Drainage Systems PW230823 [Bender]

City Manager Butch Sanders said five bids were received and reviewed. The recommendation is to award to the low bidder, Civil Construction.

Council Member Lenski made a motion to award the bid to Civil Construction & Utilities LLC in the amount of \$1,239,414.50, 2nd by Council Member Emanuel; voted 5 in favor and 0 opposed, motion approved.

Consideration and Action on Surplus of City Police Vehicles and Equipment [Bender]

City Manager Sanders explained that the vehicles need more work than they are worth.

Council Member Emanuel made a motion to approve the surplus of the City Police vehicles and equipment, 2nd by Council Member Lenski; voted 5 in favor and 0 opposed, motion approved.

The following vehicles are surplus:

1. Police Unit 165 – 2008 Chevrolet Impala – 2G1WS553689181460
2. Police Unit 187 - 2011 Dodge Charger - 2B3CL1CT1BH579246
3. Police Unit 198 - 2014 Ford Explorer – 1FM5K7B89EGA33312
4. Police Unit 211 – 2015 Dodge Charger – 2C3DXKT1FH908340

COUNCIL REPORTS

Council Members Destang, Lenski, Schulz, Emanuel and Mayor Pro Tem Warner each gave a report.

**PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, OCTOBER 23, 2023
PAGE THREE**

MAYOR'S REPORT

None

PUBLIC COMMENTS

The following people came forward to speak:

Norman Carter, 2777 Nathaniel Way, Grayson

Warren Auld, 2014 Williams Place, Snellville

Sandy Stanley, 2285 Eastgate Place, Snellville

Mike Sabbagh, 1600 Summit View Way, Snellville

Kurt Schulz, 2027 Tanglewood Drive, Snellville

Bobby Howard, 2240 Pinehurst Road, Snellville

EXECUTIVE SESSION

None

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Lenski; voted 5 in favor and 0 opposed, motion approved. The meeting adjourned at 8:25 p.m.

Tod Warner, Mayor Pro Tem

Melisa Arnold, City Clerk

CITY OF SNELLVILLE UNOFFICIAL ELECTION RESULTS
NOVEMBER 7, 2023
GENERAL ELECTION

MAYOR

<u>Candidate</u>	<u>Election Day</u>	<u>Abs. By Mail</u>	<u>Abs. In Person</u>	<u>Prov.</u>	<u>TOTAL</u>
Barbara Bender (I)	744	11	761		1516

CITY COUNCIL POST 1

<u>Candidate</u>	<u>Election Day</u>	<u>Abs. By Mail</u>	<u>Abs. In Person</u>	<u>Prov.</u>	<u>TOTAL</u>
Norman A. Carter	356	7	480		843
Catherine Hardrick	484	4	370		858
Elizdine Heathington	21	0	24		45

CITY COUNCIL POST 2

<u>Candidate</u>	<u>Election Day</u>	<u>Abs. By Mail</u>	<u>Abs. In Person</u>	<u>Prov.</u>	<u>TOTAL</u>
Solange Destang (I)	397	4	298		699
Kerry Hetherington	458	7	564		1029

NOTE:

869 Ballots cast on Election Day

877 Ballots cast during AIP

11 Ballots cast by ABM

RESULTADOS NO OFICIALES DE ELECCION CIUDAD DE SNELLVILLE
7 DE NOVIEMBRE 2023
ELECCION GENERAL

ALCALDE

<u>Candidato</u>	<u>Dia de Eleccion</u>	<u>Aus. Por Correo</u>	<u>Aus. En Persona</u>	<u>Prov.</u>	<u>TOTAL</u>
Barbara Bender (T)	744	11	761		1516

PUESTO DE CONCEJO MUNICIPAL 1

<u>Candidato</u>	<u>Dia de Eleccion</u>	<u>Aus. Por Correo</u>	<u>Aus. En Persona</u>	<u>Prov.</u>	<u>TOTAL</u>
Norman A. Carter	356	7	480		843
Catherine Hardrick	484	4	370		858
Elizdine Heathington	21	0	24		45

PUESTO DE CONCEJO MUNICIPAL 2

<u>Candidato</u>	<u>Dia de Eleccion</u>	<u>Aus. Por Correo</u>	<u>Aus. En Persona</u>	<u>Prov.</u>	<u>TOTAL</u>
Solange Destang (T)	397	4	298		699
Kerry Hetherington	458	7	564		1029

Agenda Item Summary



Date: November 9, 2023

Prepared by: Matthew Pepper

Agenda Item: Contract for extra drainage work along Springdale Drive.

Background: The City's ARPA/Capital budget includes the construction of a 5' sidewalk, with the accompanying stormwater and utility work, on Pinehurst Road and Skyland Drive. As part of the original project scope, the City is installing a storm line beginning at 2912 Skyland Drive and terminating at an existing 48' storm line at 2225 Springdale Drive. The existing 48' storm line has deteriorated and needs to be replaced. This contract covers the replacement of that 48' storm line. Staff is proposing a contract instead of a change order as this is a separate project.

Financial Impact: \$209,240 – paid from our American Rescue Plan (ARPA) funds. The overall project budget also includes an \$800,000 contribution from Gwinnet County, which will cover part of their expense.

Recommendation: Accept and APPROVE the contract with Backbone Infrastructure, LLC for this work.

Action Requested: **VOTE** to approve the award of the contract for the extra drainage work.

Attachments: Contract

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereinafter referred to as this “Agreement”) is made and entered into effective the date last signed below (hereinafter referred to as the “Effective Date”), by and between the **City of Snellville** (hereinafter referred to as the “City”), and **Backbone Construction, LLC**. (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, City desires that Contractor perform the Construction described in Paragraph II below, and Contractor desires to perform said Construction as specified in, and subject to, the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

- A. “Construction” is defined as those construction tasks to be provided by Contractor as described in Paragraph II below.
- B. “Work Area” is defined as the “Springdale Drive 48 inch Storm Line Replacement”, that the Contractor utilizes or affects in order to perform the construction improvements.
- C. “Work Area” is described in ATTACHMENT “A”.
- D. “Project”, defined as “Springdale Drive 48 inch Storm Line Replacement”; as furnishing all labor, materials, and equipment for demolition, grading, clearing, storm line replacement, pavement replacement, headwall installation and related storm structures, traffic control and other construction tasks to accomplish the work.
- E. “Work Scope”, is defined as the Project Specifications, General Notes and Construction Plan (prepared by CIS, Inc.), as described in ATTACHMENT “A”.
- F. “Contract Amount”, is defined as the bid price provided by the Contractor; identified in the Schedule of Values in the amount of \$209,240, and included in ATTACHMENT “A”.
- G. ATTACHMENT “B” shall include all required forms and documents as identified herein
- H. ATTACHMENT “C” shall include the Payment & Performance Bond.

II. CONSTRUCTION TO BE PERFORMED

A. Contractor agrees to provide all labor, materials, and equipment for the demolition, grading, clearing, storm line replacement, pavement replacement, headwall installation and related storm structures, traffic control and other construction tasks to accomplish the work and related infrastructure; as described in ATTACHMENT "A". Other specific requirements include:

- 1) A Notice to Proceed will be issued by the City's Project Engineer for Exhibit A. Within five (5) calendar days of a Notice to Proceed, the Contractor shall provide all forms and documents in ATTACHMENTS "B" and "C" prior to site mobilization to the Work Area.
- 2) The Contractor shall notify CIS, Inc. at least one (1) business day prior to beginning Construction. Once construction begins, the Contractor must continuously (within the allowed allowable hours of operation set out below) pursue completion of the Project without undue delay.
- 3) During the course of the Work Area, Contractor shall be responsible for coordinating with any utility companies that may be affected by the Project. The Contractor shall alert the City to any utility conflicts as soon as possible, to determine the need for utility relocation, if any. All utility relocations will be coordinated by Contractor with the appropriate utility company and shall receive prior authorization from the City before any work shall begin.
- 4) Contractor is responsible for maintaining a clean and safe Work Area. Contractor shall remove and dispose of all trash and debris removed from the Work Area on a daily basis.
- 5) Contractor is responsible for providing all traffic control in accordance with the attached Section 150 as supplemented by the Plans, Specifications, and Manual of Uniform Traffic Control Devices ("MUTCD"). A traffic control plan shall be provided to the Project Engineer prior to commencement of Construction on a Project Work Area. When required to close down a lane of traffic to perform the Construction, Contractor shall only close down one lane of traffic. At such time as Contractor must close down a lane of traffic, Contractor shall utilize all required signage, lights, and flagman as required by MUTCD. All flagmen must have valid GDOT certification and current cards. Any road closures shall be coordinated with the Project Engineer at the hours approved by same. Allowable hours for Construction in the Work Area are 7:00 a.m. – 5:00 p.m., Monday through Friday. Other work hours or days are at the discretion of the City.
- 6) The Contractor shall be responsible for ensuring that pedestrians will always have access to the sidewalk system within the construction project limits or access to the street for pedestrian movements during construction work hours with the contractor providing appropriate flaggers and related activities to provide safe pedestrian passage. After

work hours pedestrians must have full access to the sidewalk system within the construction limits of this project

- 7) The Contractor shall adhere to the “Specifications & General Conditions and Construction Plan Schematic prepared by CIS, Inc.; Attachment A.
- 8) The Contractor shall not perform any work off Springdale Drive right-of-way on the outlet end (east side). The footprint of the culvert, headwall and wing walls shall be entirely within Springdale Drive right-of-way. A total of sixty (60) feet of right-of-way exists – thirty (30) feet from road centerline. All right-of-way within the project limits shall be staked. The work on the inlet end of the culvert shall occur within the easement area shown in Attachment A. The easement area at the pipe inlet shall also be staked before construction commences. All structure shall be installed within city right-of-way
- 9) A pre-construction shall be held by the City prior to work commencing.

- B. The Construction required of Contractor under this Agreement shall at all times be in accordance with the Georgia Department of Transportation (“GDOT”) Standard Specifications for Construction of Transportation Systems, 2001 Edition, and any modifications identified in this Agreement.

III. MATERIALS, SUPPLIES AND SERVICEMANSHIP

- A. Contractor shall purchase and provide all equipment, materials, supplies and labor to timely complete the Construction to CITY’s satisfaction. The risk of loss or damage to any such materials, supplies, or equipment due to fire, theft, vandalism, or any other cause whatsoever shall remain with and be borne by the Contractor.
- B. All Construction provided by Contractor shall be performed in a workmanlike and professional manner to the satisfaction of CITY. Contractor warrants that all material, equipment and workmanship furnished hereunder shall be free from fault or defect and suitable in appearance without cracks or degradation and for the purposes for which they were installed, and agrees, at its expense, to promptly remedy any failure of such material, equipment or workmanship to comply with such warranty, if such failure is discovered, and Contractor is notified thereof in writing, within one (1) year of the approval of the punch list by the Project Engineer.

IV. RELATIONSHIP OF THE PARTIES

- A. Contractor is retained by CITY only for the purposes set forth in this Agreement, and its relation to CITY shall be that of an independent contractor. Neither Party shall act as an agent, employee, partner, joint venturer or associate of the other Party. All employees furnished by Contractor will be employees of Contractor, and will at all times be subject to the direct supervision and control of Contractor. Contractor will have the sole responsibility of paying the salaries, taxes

(including, but not limited to, sales tax, Federal Social Security Taxes and Federal and State Unemployment Taxes), Worker's Compensation Insurance, and all other expenses relating to each such employee of Contractor, and for paying all other costs incurred in performing the Construction. Contractor shall employ only qualified personnel for the purpose of performing its obligations hereunder.

V. PERFORMANCE OF CONSTRUCTION BY CONTRACTOR

- A. Contractor shall conduct its Construction in a manner that will cause minimum interference with the business operations and activities of the property owners, tenants, employees and the general public along the roadway and in and around the Work Area. Contractor shall adhere to all Construction schedule requirements outlined by City of Snellville. Contractor agrees to work in harmony with all property owners in the Work Area.
- B. Contractor shall provide at all times during the performance of its duties under this Agreement, on-site supervisory personnel, who can speak fluent English, and who shall be responsible for the direct supervision of the employees of Contractor and who shall be available as needed to report to and confer with a CITY representative.
- C. The CITY Project Engineer (along with other CITY representatives) and Gwinnett County representatives shall have access to the Work Area at all times for the purpose of making inspections of the Construction. Neither the making nor the failure to make inspections nor the express or implied approval of the Construction shall relieve Contractor of the responsibility to complete and guarantee the Construction as specified in this Agreement. Any unsatisfactory Construction shall be remedied by Contractor at its expense or, in the event Contractor fails to so remedy the Construction immediately, CITY may have unsatisfactory Construction remedied by a contractor other than Contractor at Contractor's expense.
- D. Contractor shall be responsible for the adequacy and safety of materials, tools, equipment, temporary and permanent structures and Construction used in the Construction, whether furnished or constructed by Contractor or another.
- E. Tools and equipment provided by Contractor shall be maintained in good repair and efficient operating condition. Contractor acknowledges that no materials, supplies, tools or equipment may be stored in the Work Area and all shall be removed from the Work Area at the end of each work day.
- F. Contractor acknowledges that no water or sanitary facilities are provided by CITY in the Work Area and Contractor agrees to make provision for same to its employees.
- G. The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any

point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement, with CITY interpretation to prevail.

- H. It shall be the responsibility of the Contractor to coordinate its work with any work to be performed by others in a right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay. Where staged construction is required, it shall be the Contractor's responsibility to notify the Project Engineer. One lane shall remain open at all times unless previously approved by the Project Engineer and the CITY. During the required pre-construction meeting, the City will address other construction activities ongoing within the work zones specified in this contract.
- I. The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of its work.
- J. Georgia law requires that a telephone call or adequate notice must be given to the Utilities Protection Center (UPC) at 811 a minimum of three (3) days before work is to begin. The notice will remain in effect for 10 working days from the date the Utilities Protection Center is notified.

VI. COMPLIANCE WITH LAWS

- A. Contractor shall plan and conduct the Construction to comply with local, state and federal laws, rules and regulations, to exercise the highest degree of care to safeguard persons and property from injury. Contractor shall direct the performance of the Construction in compliance with reasonable safety regulations and Construction practice and with applicable federal, state, and local laws, rules and regulations including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor. Neither the giving of such special instructions by the CITY Representative nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor will perform all Construction in compliance with applicable Federal Health and Safety laws currently in effect.
- B. Contractor shall obtain and maintain current any and all licenses, certificates, registrations, permits and any other item or permission necessary to perform and complete the Construction.
- C. Contractor shall be fully knowledgeable and comply with all City of Snellville, Gwinnett County and State of Georgia Department of Transportation rules and regulations either currently in effect or as may be promulgated in the future, while performing the Construction.

- D. Contractor shall require its employees to wear protective clothing, reflective vests, masks, eye protections, etc., during any operation as required or directed by applicable laws, regulations, ordinances, and/or directions by manufacturer of materials or equipment.
- E. Contractor acknowledges it and its subcontractors are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02 and all regulations relating to the foregoing; included as Exhibit “B” of this Agreement.
- F. Contractor acknowledges it and its subcontractors are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, with the regulations of TITLE VI OF THE CIVIL RIGHTS ACT of 1964, as amended and 23 CFR 200; including TITLE VI certification.
- G. Contractor acknowledges it and its subcontractors are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the “Drug-Free Workplace Act”, included as ATTACHMENT “A” of this Agreement.
- H. Contractor acknowledges that it and its subcontractors will adhere and complete the following documents and said documents shall be included in the executed Agreement with the City; “Workman’s Compensation” and General Liability Insurance Certificate”, “Drug Free Workplace”, “Georgia Security and Immigration Compliance Act Affidavit”, “Non-Collusion Workplace”, “GDOT Certification of Qualifications” and “State of Georgia Certificate of Organization”. These forms and documents are included as ATTACHMENT “B”.

VII. INSURANCE AND INDEMNITY

- A. Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including but not limited to employees and property of City of Snellville, State of Georgia, utilities, and property owners, caused by or resulting from any error or omission of the Contractor, or the negligent act of the Contractor, or its subcontractors or any of the Contractor’s or its subcontractors’ officers, agents, servants, or employees, arising from the performance of the Construction under this Agreement. Contractor shall defend, indemnify and hold harmless the City, Gwinnett County and Collaborative Infrastructure Services, Inc., their officials, officers, directors, council, Mayor, agents, inspectors, servants and employees, past and present, from and against any and all claims, loss, damage, charge, expense and liability without limitation of any nature

whatsoever resulting from injury to or death of any persons, or any damage, destruction or injury to any property, arising out of or in any way connected with the performance of this Agreement or from Contractor's or its subcontractors' negligent or intentionally wrongful acts or omissions, however caused, regardless of any negligence of City or its representative, whether active or passive. Contractor shall, on request, defend, at its sole expense, any suit, action or other legal proceeding asserting a claim covered by this obligation to indemnify, whether such claims or actions are rightfully or wrongfully brought or filed, and Contractor agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against City, Gwinnett County, Collaborative Infrastructure Services, Inc. or others protected by this indemnification arising therefrom. No officer, employee, or agent of City, State Georgia Department of Transportation, or Collaborative Infrastructure Services, Inc., acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

- B. Contractor and each subcontractor shall procure and maintain in full force and effect, at all times during the term of this Agreement, the following insurance through companies with an "A" rating from Bests, licensed to conduct business in the State of Georgia and approved by the City:
- 1) Comprehensive General Liability insurance covering Contractor's operations as set forth in this Agreement with a combined single limit of not less than \$3,000,000 for bodily injury and property damage, \$1,000,000 each occurrence, \$250,000 fire damage, \$10,000 medical expense, \$2,000,000 personal & advertising injury general aggregate, and \$2,000,000 products & completed operations.
 - 2) Business Automobile Liability insurance with a minimum \$1,000,000 combined single limit/each occurrence (including operation of non-owned, owned, and hired autos).
 - 3) Said liability insurance policies shall name City of Snellville CITY, State of Georgia Department of Transportation and Collaborative Infrastructure Services, Inc., as additional insureds. Said liability insurance shall recognize and insure performance by Contractor of the obligation to indemnify herein contained. Contractor's insurance must provide coverage for fines, penalties, and punitive damages.
 - 4) Professional Liability Insurance covering Contractor's Construction with a limit of not less than \$1,000,000.
 - 5) Worker's Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the Construction required by this Agreement as required by Georgia statute, and Employer's Liability insurance of not less than the minimum requirement of \$500,000.

- C. Contractor shall provide City with valid certification of insurance confirming the purchase of said insurance, and the inclusion of the above listed named additional insured. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to City by insurer before any material change, cancellation or non-renewal of policy. The certificates must contain the policy number, policy limits, policy expiration date, location and operations to which the insurance applies, and protective coverage for any subcontractor operations. It is further agreed that any coverage extended by reason of this paragraph shall be primary and that any similar insurance maintained by City for its own protection shall be secondary or excess and non-contributing insurance.
- D. Contractor shall provide Performance & Payment Bond in the amount of 5% of the total contract amount; and shall be included herein as “ATTACHMENT C”.
- E. Prior to initiating performance of Construction, Contractor will obtain from all subcontractors and provide to City a waiver of subrogation (Lien Waiver) from their insurance carriers, waiving any right to subrogate back against City or Gwinnett County in the event of a claim for damages.

VIII. TERM AND PAYMENT

- A. The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect final acceptance of the Project by City of Snellville.
- B. Total compensation to be paid by City to the Contractor for the Construction provided herein shall be based upon the bid prices shown on the Bid Schedule of Values; ATTACHMENT “A” in this Agreement. All bid prices are considered a part of this Agreement. Upon proper and timely performance by Contractor of each Project, and subject to any other provisions of this Agreement, City shall pay Contractor within thirty (30) days after receipt of an itemized invoice and approval of the Construction by the City’s Project Engineer, the sum for performance of the Construction. No retainage will be required. Said invoice shall specify a description of the tasks completed.
- C. City shall withhold from payments owed to Contractor and credit against its account with Contractor sufficient funds for the following:
 - 1. To cover the cost of property damage incurred to City, State of Georgia, utilities, or any property owner or any tenant as a result of conduct by Contractor, its agents or employees regardless of whether said conduct is in the performance of Contractor’s Construction hereunder;
 - 2. To indemnify City pursuant to Insurance and Indemnity paragraphs of this Agreement;

3. To compensate City for cost to correct Construction rejected by City and not remedied by Contractor pursuant to this Agreement; or

4. To compensate for any failure by Contractor to clean up the Work Area pursuant to this Agreement.

D. The Contractor agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the City for Construction, work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the City from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No final payment shall be made until the Contractor and its subcontractors furnish to the City a sworn affidavit to the effect that all bills are paid and no outstanding claims, suits and/or liens are pending in connection with the work done or labor and materials furnished under this Agreement. Final payment will be made within sixty (60) days after approval by City's Project Engineer.

IX. TERMINATION

A. City shall have the right to terminate this Agreement at any time and for any reason whatsoever upon giving the Contractor written notice of its intention to exercise its right of termination. City shall pay for construction satisfactorily rendered through the date of termination, subject to City's rights in Article VIII, and City shall have no further liability to Contractor.

X. GENERAL PROVISIONS

A. No subcontract, delegation or assignment of this Agreement or of any duty, right, or obligation of performance hereunder shall be made by Contractor, in whole or in part, without the prior written consent of City. Any attempted transfer, delegation or assignment without City's prior written consent shall be void and confer no rights upon any third person. In the event that prior written consent is given by City with respect to an assignment, delegation or subcontract, said consent shall not relieve Contractor of any obligation to City unless specified therein.

B. If City finds it appropriate to file any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, City shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which City may be entitled.

- C. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein, and no charge shall be made for extra Construction, changes, or materials unless they have been previously ordered in writing by a City representative.
- D. Contractor shall discharge at once, and hold City, Gwinnett County, Collaborative Infrastructure Services, Inc. and all property owners from liens that could be filed in connection with the Construction.
- E. This Agreement shall be governed by the laws of the State of Georgia. The conflicts of law provisions of Georgia law shall not apply to this Agreement. The Parties acknowledge that this Agreement is to be at least partially performed in City of Snellville, Georgia. Each Party hereby consents to City of Snellville as the sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement, and each Party hereby waives any and all objections to venue in the Judicial Circuit Courts.
- F. This constitutes the entire Agreement between the Parties regarding its subject matter. If any provision or portion of a provision is held by a court to be invalid, void or unenforceable, the remaining provision and portions thereof shall nevertheless continue in full force and effect. Should any dispute or alleged ambiguity arise concerning the meaning or construction of any term or terms of this Agreement, no part or term of this Agreement shall be construed for or against City as the drafting Party.
- G. All notices, demands, or other writing in this Agreement provided to be give, made or sent by either Party hereto to the other, or to City of Snellville, shall be deemed to have fully given when made in writing and hand delivered or sent certified mail, Federal Express, or similar carrier and addressed as follows:

TO CITY OF SNELLVILLE: City of Snellville
Attn: Barbara Bender
Mayor
2342 Oak Road
Snellville, GA 30078

TO CONTRACTOR: Backbone Construction, LLC
Attn: Ritvik Kakadia
4805 West Oak Court
Buford, GA 30518
- H. “Time Is Of The Essence” of this Agreement and every term, covenant and condition herein.
- I. Any delay, deferral, forbearance or selective enforcement by City of any provision of this Agreement is not a waiver or release of the right to enforce that provision in full

at a future date. No waiver of any right under this Agreement by City will be effective unless in writing.

- J. The words "City" and "Contractor", as herein used, shall include the plural as well as the singular. In the event there is more than one Contractor, the obligations to be performed shall be joint and several.
- K. The provisions of this Agreement shall not impart rights enforceable by any person or entity not a Party to this Agreement or not a permitted successor or assignee of the party bound by this Agreement. This Agreement shall not be construed to create any third party beneficiary rights of any sort.
- L. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- M. The provisions of Sections III, VII, VIII, IX, and X shall survive the expiration or earlier termination of this Agreement.
- N. Contractor must maintain complete records during the life of this Agreement and for a period of two (2) years after completion. Such records are to be made available to City if requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by the appropriate Party to correct charges.
- O. City of Snellville is not a party to this Agreement and has no obligations to the Contractor.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective on the date last signed below.

THIS AGREEMENT IS NOT VALID UNTIL EXECUTED BY ALL PARTIES INDICATED BELOW.

CITY OF SNELLVILLE

Witness:

By: _____(Seal)

Name: _____

Title: _____

Date: _____

BACKBONE CONSTRUCTION, LLC

Witness:

By: _____(Seal)

Name: _____

Title: _____

Date: _____

ATTACHMENT A

ATTACHMENT A

SPRINGDALE DRIVE 48 INCH STORM LINE REPLACEMENT

SCHEDULE OF BID TEMS

(refer to the attached sketches for additional details)

10/29/2023

ROADWAY ITEMS					
ITEM NUMBER	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL (Refer to Note #6)	LS	1	\$ 20,000.00	\$ 20,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLYING	EA	1	\$ 750.00	\$ 750.00
167-1500	WATER QUALITY INSPECTIONS	MO	2	\$ 250.00	\$ 500.00
210-0100	GRADING COMPLETE (refer to Note #2)	LS	1	\$ 100,070.00	\$ 100,070.00
402-3113	RECYL ASPH CONC 12.5 MM, GP 2 ONLY, INCL BM&HL	TN	11	\$ 850.00	\$ 9,350.00
402-3190	RECYL ASPH CONC 19 MM, GP 1 OR 2 INCL BM&HL	TN	35	\$ 400.00	\$ 14,000.00
413-0750	TACK COAT	GL	6	\$ 50.00	\$ 300.00
441-0014	CONC SIDEWALK , 4 IN (refer to Note #7)	SY	18	\$ 65.00	\$ 1,170.00
515-2015	GALV STEEL PIPE HANDRAIL (refer to Note #9)	LF	30	\$ 200.00	\$ 6,000.00
652-2501	SOLID TRAF STRIPE, 5 IN WHITE	LM	0.10	\$ 6,000.00	\$ 600.00
652-2502	SOLID TRAF STRIPE, 5 IN YELLOW	LM	0.10	\$ 6,000.00	\$ 600.00
DRAINAGE ITEMS					
310-5060	GR. AGGR BS CRS 6 IN INCL MATL (for pavement section - refer to Note #8)	SY	40	\$ 36.00	\$ 1,440.00
500-3200	CLASS B CONCRETE (inlet aprons) (refer to Note #5)	CY	1	\$ 1,500.00	\$ 1,500.00
550-1450	STORM DRAIN PIPE, 48" ALUMINIZED CORRUGATED METAL PIPE (note #1 & #9)	LF	60	\$ 200.00	\$ 12,000.00
668-1100	CATCH BASIN, GP 1	EA	1	\$ 5,500.00	\$ 5,500.00
668-4300	STORM SEWER MANHOLES (TP 1 – 1011A) – BRICK RISER (refer to Exhibit C)	EA	1	\$ 7,000.00	\$ 7,000.00
NA	STORM SEWER MANHOLE (TP 1 – 1011 A) – BRICK OR ALCMP STANDPIPE (refer to Exhibit C)	EA	1	\$ 7,000.00	\$ 7,000.00
NA	STREAM DIVERSION – PUMP METHOD (refer to Note #11)	LS	1	\$ 6,500.00	\$ 6,500.00
PERMANENT EROSION CONTROL ITEMS					
603-7000	PLASTIC FILTER FABRIC	SY	120	\$ 8.00	\$ 960.00
700-6910	PERMANENT GRASSING	AC	0.25	\$ 2,500.00	\$ 625.00
700-7000	AGRICULTURAL LIME	TN	.5	\$ 150.00	\$ 75.00
700-8000	FERTILIZER MIXED GRADE	TN	.5	\$ 250.00	\$ 125.00
700-8100	FERTILIZER NITROGEN CONTENT	TN	.5	\$ 300.00	\$ 150.00
TEMPORARY EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	AC	0.25	\$ 1,500.00	\$ 375.00
163-0240	MULCH	TN	1	\$ 350.00	\$ 350.00
163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIERS OR TYPE 3 RIP RAP CHECK DAMS (refer to note #4)	LF	200	\$ 13.00	\$ 2,600.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE – TYPE C	LF	200	\$ 1.50	\$ 300.00
165-0041	MAINTENANC OF CHECK DAMS – ALL TYPES	LF	200	\$ 8.50	\$ 1,700.00
171-0030	TEMPORARY SILT FENCE, TYPE C (double row)	LF	200	\$ 3.50	\$ 700.00
				TOTAL BID PRICE	\$ 202,240.00

BID SCHEDULE SPECIFIC NOTES

1. Unit price for 48 IN ACMP storm drain pipes shall include all GAB backfill and 6 inches of storm drain pipe GAB bedding stone (ACMP – Aluminized Corrugated Metal Pipe)
2. Grading complete includes removal of 4 hardwood trees (12 Inch DBH or greater) as shown on the easement diagram (Exhibit D), clearing and grading for culvert installation; clearing, grubbing and grading within the inlet end of the temporary construction easement for the 48 IN. storm drain including all trees and under story vegetation within the easement area, removal of pedestrian bridge, stone walkway and timber crib headwall and removal of existing 48 inch QMP.
3. Bid Alternate:
2 Precast Headwalls (Please refer attached cut sheet) - Unit Price (EA) \$3,500.00 ; Total Amount \$7,000.00
~~Precast Headwall (2) and wing walls (4) – Unit Price (EA) \$ _____; Total Amount \$ _____~~
4. Rip rap check dams at the outlet of the 48 IN. ACMP's. Locations at direction of city representative
5. 4 ft. x 4 ft. x 1 ft. inlet concrete apron – welded wire mesh (WWM) incl. – Class B Conc.
6. Traffic Control: Single lane closure only for 48 in. culvert installation. Follow MUTCD for maintenance of traffic. Traffic control plan must be approved by the City. Hours of lane closure from 7 am to 5 pm M-F. Use of steel plates – type shown Exhibit A. Road must be opened at the end of each work day
7. 5 ft. sidewalk
8. Pavement section: 2 inch 12.5 MM; 4 inches 19 MM and 6 inches GAB
9. Exterior paint: Exterior enamel 1 coat oil/latex primer and 2 coats of enamel oil/latex base – submittal to the city. Not a GDOT method
10. No Line Item for Mobilization – any costs to be included in “Grading Complete”
11. Water to be pumped from inlet to outfall to bypass culvert footprint construction area. Refer to Exhibit B for description of Pump Method to divert stream. Not a GDOT method
12. Bid Alternate:
Pay Item 550 – 1480 - 48” Reinforced Concrete Pipe – Unit Price (EA) \$ ^{LF} 305.00

GENERAL NOTES

- GDOT specifications for materials and installation shall be adhered to except where noted
- Construction access via driveway at 2225 Springdale is not available. All access must be through shoulder and side yard adjacent to driveway. All areas disturbed shall be stabilized with the same grassing as currently exists.
- Salvage all decorative concrete pavers and store adjacent to temporary const. easement
- Width of excavation within roadway pavement for 48 IN culvert shall be no greater than 12 ft. City will consider greater excavation area if justified by contractor
- Invert and outlet elevations for 48 IN. ACMP shall remain as existing. This includes the footprint area
- GAB shall be compacted to 100% of the standard proctor
- Contractor responsible for the coordination and costs associated with all material testing; concrete sidewalk, GAB backfill and Class A concrete if headwalls and wing walls are poured in-place.
- Headwalls and wing walls shall include footings as specified by GDOT
- Submittals required for 48 IN ALCP, paint, handrail and drainage structures

NOTE

*******All work on the outlet end of the culvert MUST remain with city R/W (30 feet from road centerline). R/W to be staked PRIOR to work commencement with culvert replacement *******

CONTRACTOR TO COMPLETE ALL UNIT PRICES AND AMOUNTS AND SUM TOTAL IN BOX MARKED AS "TOTAL BID PRICE". PROJECT WILL BE AWARDED AS LUMP SUM. CONTRACTOR HAS READ THE PROJECT SPECIFICATIONS, GENERAL NOTES, BID SCHEDULE SPECIFIC NOTES AND EXHIBITS A AND B.

CONTRACTOR HAS ALSO PROVIDED UNIT PRICES AS SHOWN IN SPECIFIC NOTES #3 AND #9 ABOVE.



CONTRACTOR SIGNATURE: Rityik Kakadia TITLE: Member

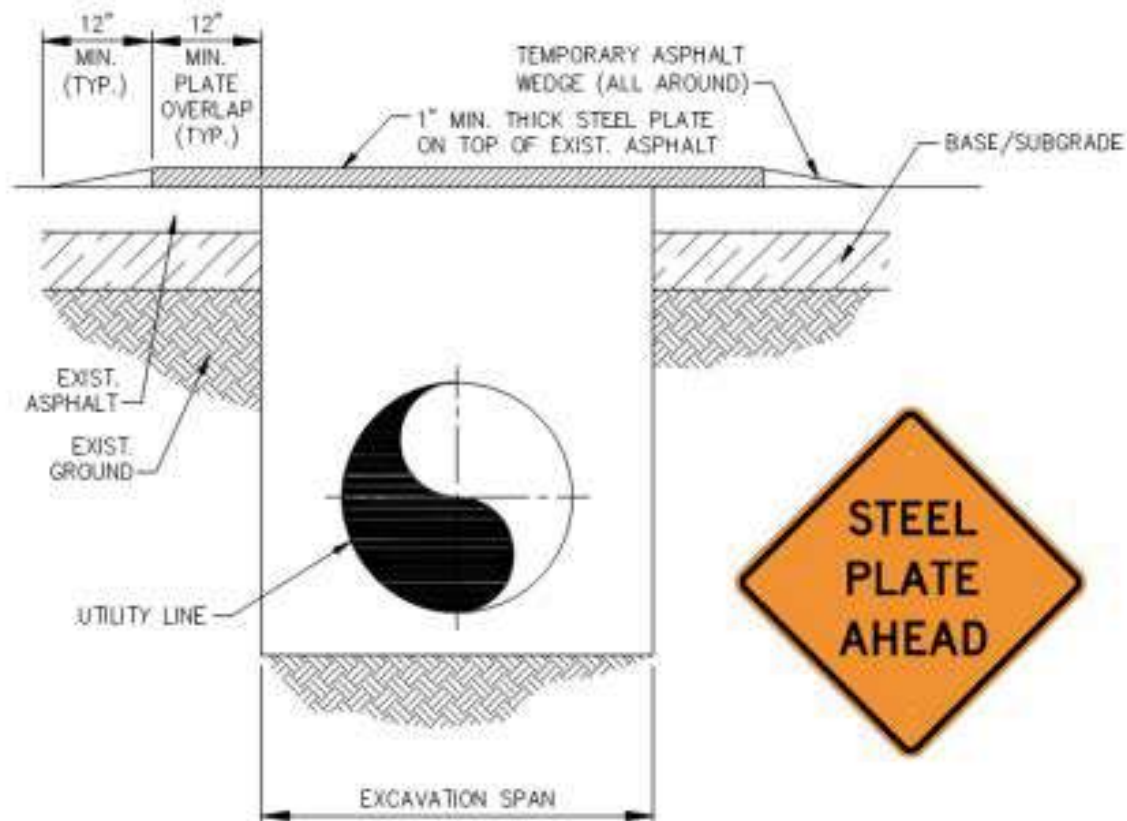
(AUTHORIZED REPRESENTATIVE)

CONTRACTOR SEAL: _____



DATE: 11/03/2023

Steel Plate Installation Urban and Residential

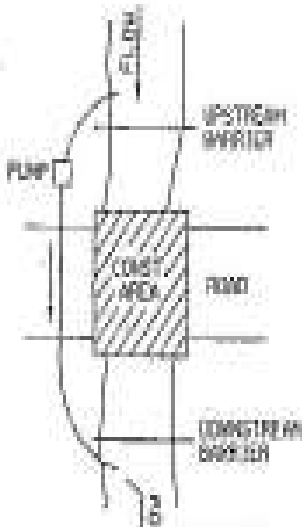


Notes:

1. Installation shall be used in areas where backfilling operations of an excavation in the roadway cannot meet the minimum compaction requirements and permanent patching placement within the same day.
2. All excavations shall be backfilled within the roadway.
3. Each plate is to overlap existing pavement 12" minimum in every direction and multiple plates shall abut and be secured to each other.
4. Each steel plate shall be anchored securely to prevent movement.
5. Temporary paving with a cold asphalt mix or approved equal shall be used to feather edges of the plate to form a wedged taper to cover the edges of the steel plate.
6. The steel plate shall be removed within 30 days of placement with the excavation meeting the minimum compaction requirements and permanent patching installed.
7. Any ditch line needing a steel plate longer than 30 days should have permanent patching.
8. Warning signs advising motorist that they should expect to encounter steel plates shall be placed approximately 100 feet in advance of the steel plate location. The signs shall meet MUTCD sign size requirements, shall state steel plate ahead, and shall be visible to motorist.

DESCRIPTION:

The pay item “Stream Diversion, Pump Method, includes all labor, equipment, and materials required to temporarily divert the stream flow around the culvert construction area, isolating culvert removal and construction activities from the stream flow.



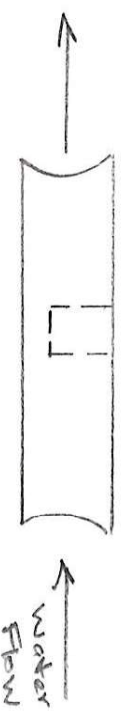
Pump Method:

The pump and hoses used to divert water around the construction area shall have sufficient flow capacity to minimize ponding of water at inlet of culvert and any barrier used to restrict stream flow from entering the culvert installation footprint area and potential water damage to upstream properties. Water shall be discharged from the hoses onto the downstream channel with the use of min. of 2 rip rap check dams and filter plastic to capture any sediment from escaping downstream.

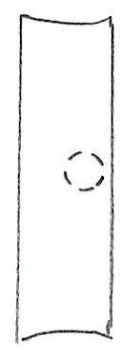
Upstream cofferdam must be of sufficient size to capture the anticipated stream flow but no higher than the culvert elevation. This will allow plenty of depth to pump out of. Contractor may pump at whatever rate they want, but shall have pumps and hoses/pipes on site capable of passing a 2 year r event (1.25 inches within 24 hours).

All labor, equipment, and materials required to temporarily divert the stream flow with pumps and hoses, including a discharge area stabilized with riprap is included with the pay item “Stream Diversion, Pump Modified”.

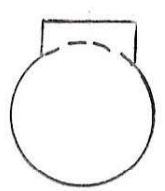
SPRINGDALE DR. STORMLINE (West side)



PLAN VIEW

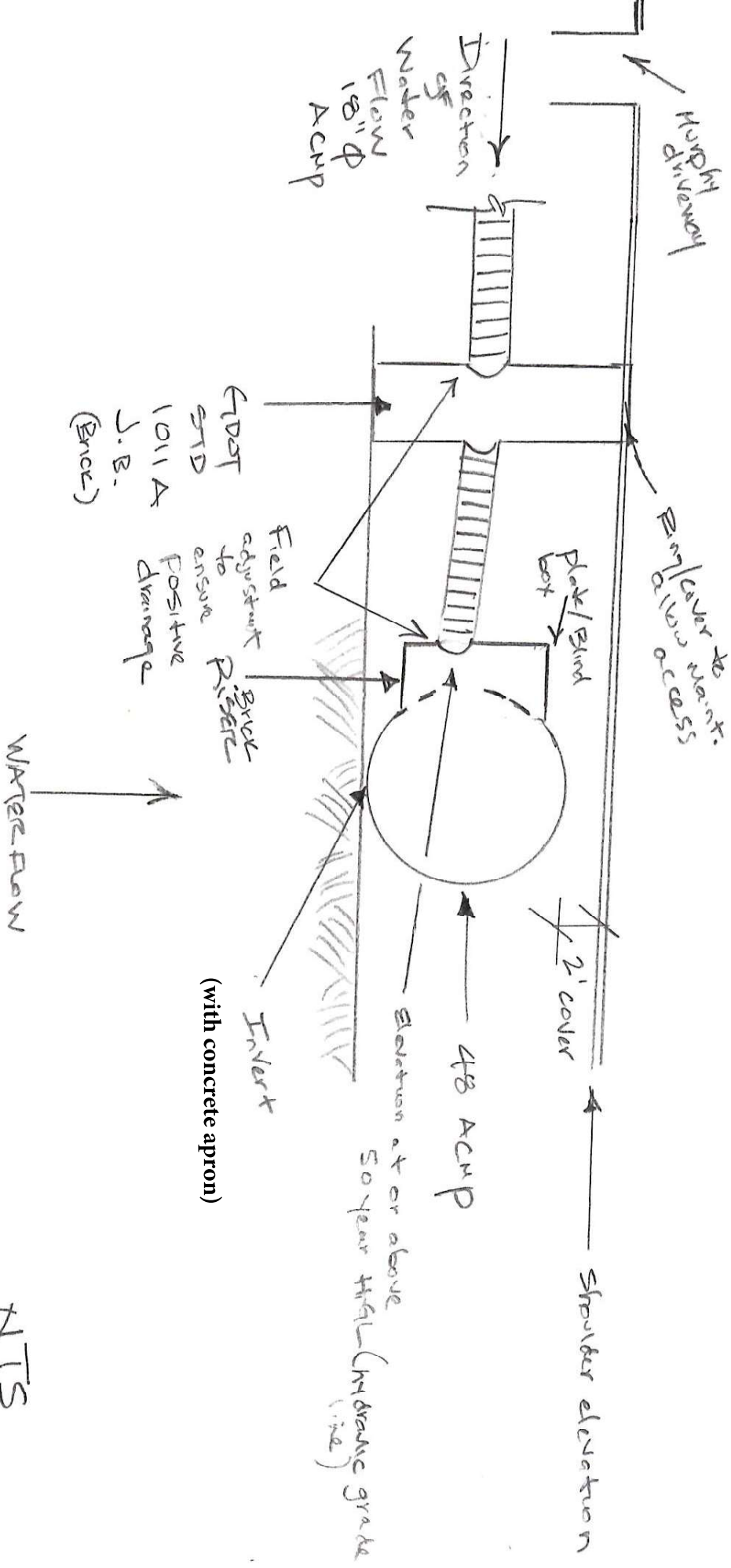


ELEVATION VIEW



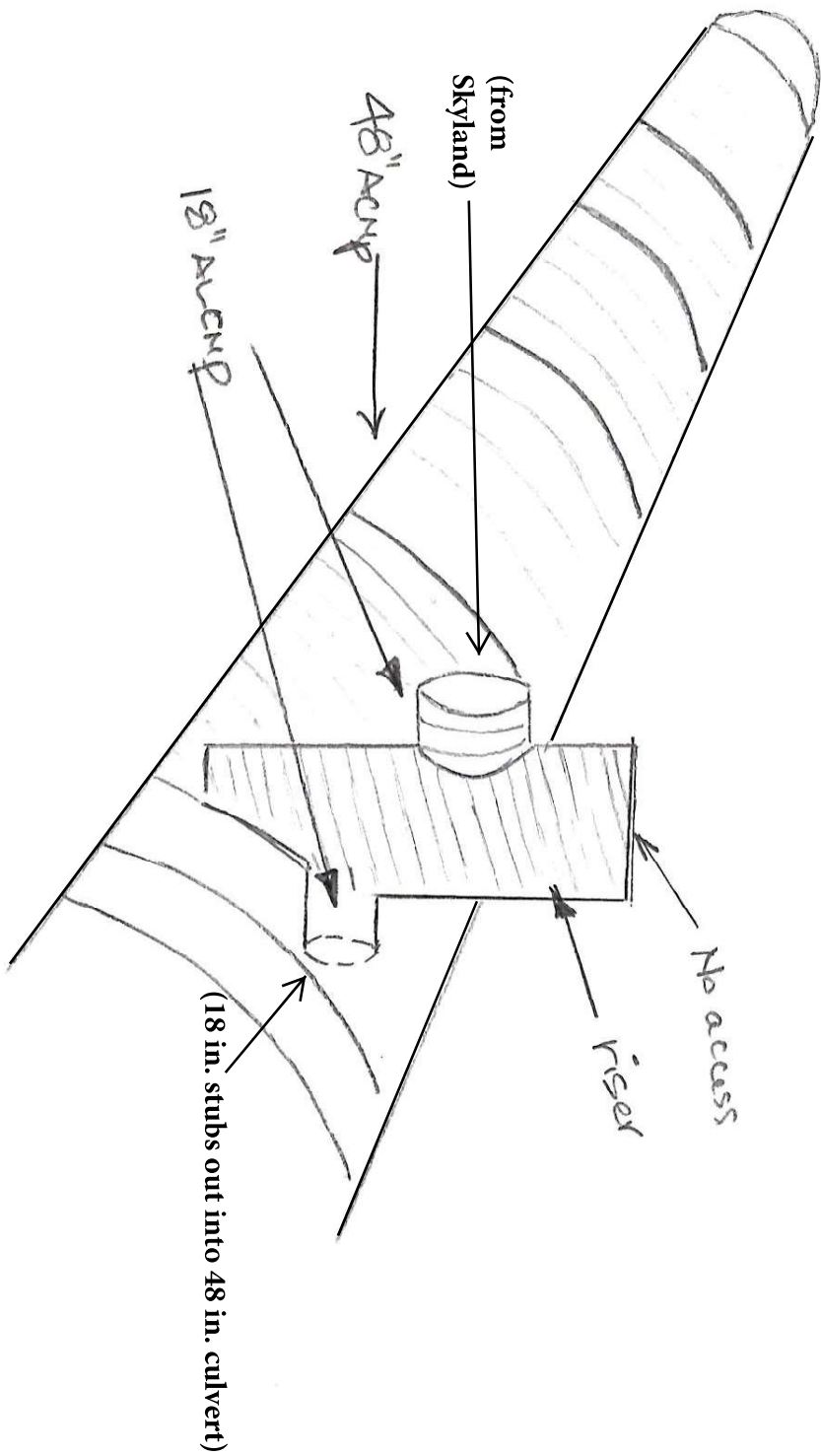
North View of ACP

ELEVATION VIEW



NTS

MODIFIED CULVERT DESIGN WITH RISER/STANDPIPE (side of culvert)



TEMPORARY CONSTRUCTION EASEMENT

**STATE OF GEORGIA
GWINNETT COUNTY**

THIS EASEMENT granted this 16 day of October, 2023, between _____ of the County of Gwinnett, and State of Georgia, as party of the first part, hereinafter referred to as Grantor, and **Gwinnett County**, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid at and before the sealing and delivery of these presents, and by these presents, does hereby grant unto the Grantee an easement over, under, upon and across the following described property:

2225 Springdale Drive of the 5th District of Gwinnett County, Georgia. This easement consists of 1200 square feet of temporary construction easement and is designated on the attached sketch plan ; referenced as Exhibit A, prepared by Collaborative Infrastructure Services, Inc. attached hereto and incorporated herein by reference and on file with City of Snellville Planning Department; 2342 Oak Road, Snellville, Georgia 30078.

The purpose of this easement is to allow Grantee, or its agents, to construct slopes, fills and embankments as necessary for a City of Snellville storm drain replacement project on Springdale Drive, in order to support improvements on roadway; as per Exhibit A, attached. Exhibit B addresses the Special Conditions located within the temporary construction easement

NOTE: This easement is to expire upon completion of the project.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement, the day and year above written.

Signed, and delivered in the presence of:

Donald K. Murphy II (print)

 (sign)

Donald K. Murphy II
Owner

Unofficial Witness



SPRINGDALE STORM DRAIN REPLACEMENT

2225 Springdale Drive

EXHIBIT B

SPECIAL CONDITIONS

At no cost to the owner, the City of Snellville will undertake the following tasks within the temporary construction easement associated with the Springdale Storm Drain Pipe Replacement Project. The property owner bears no cost associated with these construction tasks:

- Removal an existing pedestrian bridge and foundation located within the State of Georgia stream buffer. The wooden pedestrian bridge will not be replaced
- Removal of four (4) hardwood trees and various underbrush/vegetation
- Removal of paver stepping stones and placement of these pavers adjacent to the work zone

The City of Snellville will provide the property owner with five (5) - 2 inch caliper hardwood trees to compensate for the removal of the hardwood trees. The owner will provide the city with the tree species to be planted. Trees to be readily available at nurseries located in the metro Atlanta area. The City will plant these trees on the owners property and immediately adjacent to the Springdale Drive right-of-way. The owner will locate the placement of these trees.

The undersigned owner agrees to the Special Conditions identified in the aforementioned:

Donald K. Murphy II
Owner Name (print)

Date: 10-16-23

[Signature]
Owner Name (signature)

2225 Springdale Dr. Snellville, GA.
Owner Address

Leyland Cypress

ATTACHMENT B

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

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

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

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

E Verify™ Company Identification Number

Date of Authorization

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

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 202_

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

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

Subcontractor Affidavit and Agreement:

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of contractor) on behalf of the City of Snellville has registered with and is participating in a federal work authorization program* [any of the electronic verification or work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

Subcontractor Name

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

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

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

“As part of the subcontracting agreement with _____(Contractor), _____(subcontractor) 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 the subsection (b) of Code Section 50-24-03.”

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

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

ATTACHMENT C

**BOND
DOCUMENTS
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

City of Snellville, Georgia

(Name of Obligee)

City of Snellville, 2342 Oak Road, Snellville, Georgia 30078

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

BOND
DOCUMENTS

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

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

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

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

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

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

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

**BOND
DOCUMENTS**

Signed, sealed, and dated this _____ day of _____, 2023

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

City of Snellville, Georgia

(Name of Obligee)

City of Snellville, 2342 Oak Road, Snellville, GA. 30078

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

BOND DOCUMENTS

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

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

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

Signed, sealed, and dated this _____ day of _____, 2023

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

BOND DOCUMENTS

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)