



CITY COUNCIL MEETING

Beverly H. Burks –Mayor

Awet Eyasu
Jamie Carroll
Ahmed Hassan

Laura Hopkins
Debra Johnson
Mark W. Perkins

AGENDA

Tuesday, September 7, 2021, 7:00 PM
Hybrid: In Person & ZOOM

A) CALL TO ORDER

B) ROLL CALL/ PLEDGE OF ALLEGIANCE

C) ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: Council Meeting 8-4-2021, Special Call Meetings 8/12, 8/23 and Work Session 8-31-21

C2) The Baseball Foundry – Tracy Hart

D) REPORTS:

- 1) Planning & Zoning Report
- 2) City Manager's Report
- 3) City Attorney's Report
- 4) Council Remarks
- 5) Mayor's Report

E) PUBLIC COMMENTS

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

F) OLD BUSINESS

F1) Approve Electric Vehicle (EV) charging station license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston

G) NEW BUSINESS

G1) Approve the award of a construction contract to Ohmshiv Construction for the Market St Sidewalk Installation and Resurfacing Capital Project, SPLOST 08

G2) Approve the planting of a Memorial Tree at Friendship Forest

G3) Approve the allocation of additional ARPA 2021 Funding for Vaccinations and Communications

G4) Approve Amending City Manager Agreement

H) ADJOURNMENT

CLARKSTON CITY COUNCIL MEETING 8-4-2021

Wednesday, August 4, 2021 7:00 PM

Hybrid: In-person & Via Zoom

Officials Present In-Person

Mayor: Beverly H. Burks

Council: Jamie Carroll, Awet Eyasu, Ahmed Hassan
Debra Johnson, Mark W. Perkins

City Manager: Robin I. Gomez

Officials Present Via Zoom

Council: Laura Hopkins

City Attorney: Stephen Quinn

City Clerk: Tracy Ashby

A. CALL TO ORDER

Mayor Burks called the meeting to order at 7:00pm.

B. ROLL CALL/ PLEDGE OF ALLEGIANCE

Present: Jamie Carroll, Awet Eyasu, Debra Johnson, Mark W. Perkins, Ahmed Hassan,
Laura Hopkins (via Zoom)

ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: Council Meeting 6-29-2021 and Work Session 7-27-2021

Motion: Awet Eyasu made a motion to approve the minutes for the Council Meeting 6-29-2021 and the Work Session 7-27-21.

Second: Debra Johnson seconded the motion.

Vote: Passed unanimously (6, 0).

C. REPORTS:

1) Planning & Zoning Report

Shawanna Qawiy provided an updated on the Zoning Rewrite process and she provided dates for upcoming meetings. The August Planning and Zoning Meeting has been cancelled but the Historic Preservation Committee meeting is planned for August 18.

2) City Manager's Report

Mr. Gomez discussed the financial report thru July 31, 2021, and he reported on the recent SPLOST distributions and that revenues were highest since the inception of SPLOST revenues. He discussed the Streetscape project and the planned Ribbon cutting to be held on September 3 at Refuge Coffee with lighting of the decorative streetlights and a fireworks display. He thanked the Council, staff and the public for making the National Night Out a success despite some rain. Mr. Gomez encouraged residents to get the Covid-19 vaccine and he listed current locations providing the vaccine.

3) City Attorney's Report

Stephen Quinn discussed the proposed Landbank agreement with DeKalb County. Under the agreement, Dekalb County would appoint members but the City has the authority to veto any proposed purchase of land in Clarkston. The Council provided feedback on the agreement.

CLARKSTON CITY COUNCIL MEETING 8-4-2021

4) Council Remarks

Debra Johnson discussed her attendance at the Cottages on Vaughn event and Clarkston's national Night Out.

Awet Eyasu reported on the Environmental SAC meeting held on July 8th. He attended the Cottages Project opening, two Back to School supply events, the mental health fair with NAMI, Coffee with a Cop and the National Night Out event.

Ahmed Hassan reminded that the virus is coming back so everyone should wear a mask and take the vaccine.

Mark Perkins reported on attending meetings including the Environmental SAC and the National Night Out event. He encouraged residents to get vaccinated.

Jamie Carroll reported on attending the two Zoning Rewrite session, the Tiny House on Vaughan event and Mental Health event (NAMI) and the National Night Out event. He echoed comments and encouraged residents to get vaccinated.

Laura Hopkins apologized for not being in-person but she is a caregiver for an elderly person. She discussed attending the National Night Out event and the Cottages on Vaughn event. She provided feedback on the appearance of this hybrid meeting while on zoom.

5) Mayor's Report

Mayor Burks discussed attendance of both of the Zoning Rewrite session, the ribbon Cutting for the Cottages on Vaughan, the Mental health event, both Back to School events, the National Night Out event, Commissioner Bradshaw's meetings, the DeKalb Mayors public policy meeting and the Mayors institute meetings. She is working to schedule a Job Fair in August.

D. PUBLIC COMMENTS

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

Mayor Burks read the public comment policy and she opened Public Comments:

Brian Medford commented on the NNO event and he appreciated the dedication of Mr. Gomez working during the event. He had positive comments on sidewalk installation progress.

Dean Moore commented on a previous walkability study that informs the updates now being implemented. He discussed the importance of supporting voting rights efforts.

Ann McCormick echoed comments on sidewalk improvements and she asked that businesses on Ponce be reminded to not to put out signage that impedes the travel by handicapped persons.

Warren Hadlock commented on prior council working on streetscape and sidewalk improvements.

Amina Osman commented on supporting local business.

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Chris Busing commented on the Norman Road boardwalk and the proposed dam restoration.

Ponce Sport Lounge representative provided comments on repealed ordinance 19-433 for late night alcohol sales.

Alex Jackson addressed comments on Ponce Sports Lounge.

Alita spoke on Ponce Sports business.

Donald Graves commented on supporting local business.

E. OLD BUSINESS

F1) Public Hearing: Variance requests from William R. Braswell Jr. of Oak Hall Companies, LLC for the property located at 3809 East Avenue

Ms. Qawiy reported that the Applicant has requested to withdraw the application.

Council discussion on permission to withdraw after the work session. The City Attorney confirmed under Section 307 (c) 5, the applicant has the right to withdraw. Discussion to consider amending the rule for the Zoning Rewrite to define when withdrawals can be submitted. Council request for the final plan to be transmitted to the Council for information.

F. NEW BUSINESS

G1) Women's Equality Day Proclamation

Mayor Burks discussed the importance of this proclamation and planned event to support Women's Equality.

motion: Ahmed Hassan motion to approve Women's Equality Day Proclamation

second: Awet Eyasu

Vote: Passed unanimously (6,0).

G2) National Senior Citizens Day Proclamation

Maor Burks discussed the proclamation is to acknowledge the contributions of our seniors and to recognize their wisdom and involvement in the Community.

Motion: Ahmed Hassan motion to approve National Senior Citizens Day Proclamation

Second: Awet Eyasu

Vote: Passed unanimously (6,0).

G3) 50th Anniversary of the 26th Amendment Proclamation

Mayor Burks discussed the proclamation to recognize the anniversary of the change for the voter registration age.

Motion: Awet Eyasu motion to approve 50th Anniversary of the 26th Amendment Proclamation

Second: Mark Perkins

Vote: Passed unanimously (6,0).

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G4) Approve Alcohol Application – RR Property Group LLC dba Thriftown

Mr. Gomez reported on the item to approve the Alcohol Application for the Thriftown new owners.

Motion: Debra Johnson motion to approve Alcohol Application – RR Property Group LLC dba Thriftown

Second: Jamie Carroll

Vote: 4- Yes: Jamie Carroll, Debra Johnson, Laura Hopkins, Mark Perkins, 0- No

2- Abstain; Awet Eyasu, Ahmed Hassan

G5) Approve Electric Vehicle (EV) charging station license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston

Shawanna Qawiy stated the requested information for fees has not provided by GA Power and she offered for Council to defer until the next meeting pending the response. Discussion on the proposal and who is charged for the electricity usage.

Motion: Mark Perkins motion to postpone this item until Ga Power responds back

Second: Awet Eyasu

Vote: Passed unanimously (6,0).

G6) Adopt a resolution to encourage GDOT to add sound barriers between 285 and Clarkston when they add an extra lane

Jamie Carroll discussed that I-285 is in the process of adding a lane which will add traffic noise.

Currently there are no sound barriers adjacent to Clarkston. The resolution will request that GDOT add sound barriers adjacent to Clarkston be sent to Congressman Johnson and GDOT.

Motion: Jamie Carroll

Second: Mark Perkins

Vote: Passed unanimously (6,0).

G7) Approve offering Gift cards for covid Vaccines

Jamie Carroll stated the City Manager is in process to provide \$50 gift cards for residents that receive a Covid-19 vaccine. Mr. Gomez detailed how the process would work.

G. ADJOURNMENT:

Motion: Awet Eyasu made amotion to adjourn the meeting.

Second: Jamie Carroll

Vote: Motion passed unanimously (6,0).

Meeting adjourned: 8:45p

MINUTES

CLARKSTON CITY COUNCIL

August 12, 2021 -7:00pm

Officials Present

Mayor: Beverly Burks
Council: Jamie Carroll, Awet Eyasu, Ahmed Hassan, Laura Hopkins,
Debra Johnson, Mark W. Perkins
City Attorney: Stephen Quinn

The Mayor called the Special Call Meeting to order at 7:15pm.

F. EXECUTIVE SESSION- Personnel Issue

Debra Johnson made a motion to go into executive session to discuss a Personnel Issue. Awet Eyasu seconded the motion. A vote was called and the motion carried (6, 0).

Executive Session to discuss a Personnel Matter.

Meeting adjourned.

MINUTES

CLARKSTON CITY COUNCIL

Tuesday February 23, 2021 -7:00pm

Officials Present

Mayor: Beverly Burks
Council: Jamie Carroll, Awet Eyasu, Ahmed Hassan, Laura Hopkins,
Debra Johnson, Mark W. Perkins
City Attorney: Stephen Quinn

The Mayor called the Special Call meeting to order at 7:00pm.

F. EXECUTIVE SESSION- Personnel Matter

Laura Hopkins made a motion to go into executive session to discuss a Personnel Matter. Debra Johnson seconded the motion. A vote was called and the motion carried (5, 0).

Executive Session to discuss a Legal Issue.

Meeting adjourned.

CITY COUNCIL WORK SESSION 8-31-2021

WORK SESSION MINUTES

CLARKSTON CITY COUNCIL

TUESDAY, AUGUST 31, 2021, 7:00 PM

Officials Present & Via ZOOM

Mayor: Beverly H. Burks
Council: Jamie Carroll, Awet Eyasu, Ahmed Hassan, Laura Hopkins, Debra Johnson, Mark Perkins
City Manager: Robin Gomez
City Attorney: Stephen Quinn

A) CALL TO ORDER

Mayor Burks called meeting to order at 7:00 pm

B) ROLL CALL

Present: Burks, Johnson, Hopkins, Eyasu, Hassan, Carroll, Perkins

C)

D) OLD BUSINESS

D1) Technical difficulties delayed this item by approximately 7 minutes. Ms. Qawi presented information on an Electric Vehicle (EV) charging stations license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston, specifically that GA Power would charge a fee of \$0.25 (twenty-five cents) per minute (\$15 per hour) for vehicles charging. Discussion ensued on processes, length of time of charge, feasibility of allowing a commercial venture to use City property, whether City would absorb costs, and what do other charging stations charge. Mr. Quinn referenced gratuities clause in GA constitution which prohibits City giving away City property without giving adequate consideration in return. License agreement provides residents to receive the EV charging service – a reasonable return. City prohibited from giving away public resources; benefit is the consideration. City Attorney to follow-up and report back at Council Meeting.

Speakers: none from public

E) NEW BUSINESS

E1) Approve the award of a construction contract to Ohmshiv Construction for the Market St Sidewalk Installation and Resurfacing Capital Project, SPLOST 08

Mr. Gomez provided an update on the City-issued bid from late June 2021 and the 5 bids received on Aug 27, 2021, for sidewalk installation and street resurfacing on Market St from City Hall Annex to the Market St (dead) end. Of 5 bids received, the lowest bid did not meet the bid criteria, next lowest bid from Ohmshiv is staff recommendation for Council to approve. Bid amount: \$893,905.25 Recommend awarding bid to Ohmshiv who may begin within 30 days of bid award.

Mr. Larry Kaiser, Collaborative Infrastructure Services, provided additional details including the bid alternate relating to wooden guardrail on Market St where a horizontal curve exists just to the north of the Forty Oaks entrance. Staff also included a Bid Alternate for the wooden guardrail for a potential substitution; identified as steel guardrail - painted "National Forest Service brown" to obtain prices for both types of guardrail.

Mayor Burks inquired on Construction time frames and start location to as minimally as possible disrupt Market St traffic. Mr. Kaiser stated construction would begin on the Rogers St side of the

CITY COUNCIL WORK SESSION 8-31-2021

WORK SESSION MINUTES

project, however, the construction will not interfere or impede GA Power planned work as well as the other SPLOST project.

CM Carroll requested to include the previously discussed fifth landscaped easabout, which will be included in the updated Scope of Work for Council approval at the Sept 7 Council meeting. Original bid only listed 4 easabouts, any additional cost (estimated at \$12,000), will be covered by the \$25,000 project contingency.

Speakers:

1. Mr. Brian Medford – project will have great effect on slowing vehicles on Market St, adding a sidewalk on Rowland St is working well, traffic slowing down; a great calming effect. Supportive of easabouts, exciting to see project coming together. Thanked City Council for their project support.
2. Mr. Dean Moore – consider installing speed tables on College, Rogers, and perhaps DeBelle streets due to folks trying to find short-cuts around street improvements; additional traffic calming on auxiliary streets.

E2) Discuss adopting a resolution to activate the Clarkston DDA

State dissolved the previously created Clarkston Development Authority in 2020. Mr. Quinn provided a draft resolution creating a Clarskton DDA including listing the duties, terms, and that only 1 Council Member would participate. Mr. Quinn stated about the DDA Director terms, 2, 4, and 6 years and whether to appoint 1 CM and to begin on what date. Terms will end on anniversary of Director appointments. Impending elections may impact appointments. Discussion ensued on composition of DDA Directors, business people, property owners, downtown business, etc., and the their terms (years) – clarification on 2, 4, and 6 year terms; recommendation is to at least appoint a quorum. All future terms will be for 4 years. Discussion then turned to DDA geographic area (does not have to be contiguous), the DDA boundaries via a clearly marked map or a street level description or a combination of both – more typical to utilize a map with good detail. DDA boundary can be adjusted at any time. Request to City Attorney to cite State code on Director terms and qualifications, 2 types, downtown business and Clarkston residents.

Speakers:

1. Mr. Dean Moore – does not see urgency to proceed, hold off to summer 2022; suggests having public meetings as well as have the DeKalb County Authority speak. Suggest clarifying Directors (members) of the DDA
2. Mr. Brian Medford – no need to rush with this item; exhibit item in packet does not exist – should not move forward until more details.

E3) Approve the planting of a Memorial Tree at Friendship Forest

Ms. Leslie Robson read an account of former Clarkston resident Blanche Harvey, the subject of her family requesting to plant a tree at Friendship Forest Wildlife Sanctuary in her memory. Costs of tree (native species), urn, and potentially a small plaque will be the Harvey family's responsibility (maintenance offered by Ms. Robson). Per Attorney Quinn, a charter provision for the Council to approve. Council will vote to allow the request at the Tue, Sept 7 Council Meeting.

Speakers: Ms. Amina – ok to allow.

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WORK SESSION MINUTES

Mr. Warren Hadlock – not able to hear presentation not very well – might not be a good idea to have a marker, but some type of plaque may be appropriate.

E4) Discuss Adopting a Hotel/Motel Tax

VM Eyasu discussed the City adopting a 3% Hotel/Motel tax at the Tue, Sept 7 Council Meeting. The VM stated he learned at the recent GMA conference/meetings, at a tourism class, of a change in GA code effective July 1, 2021, allowing for the City to receive some additional revenue via a simpler adoption by local governments of a 3% Hotel/Motel tax (a higher tax rate could subsequently be adopted). The July 1 changes added the word “innkeeper” that expanded the definition of entities subject to the tax as essentially anyone renting their property for a short term rental (no more than 30 days), with a stipulation that the tax could be levied as long as the local government required a business license/tax issued to the entity, the innkeeper. Discussion further focused on the immediacy as the City could be losing out on the tax revenue to DeKalb County, primarily from entities/businesses such as an Air BnB that would collect the tax and pay DeKalb County in lieu of paying the City of Clarkston (until such time as Clarkston adopted/levied the 3% Hotel/Motel tax). Currently, there are no hotels or motels in the limits of Clarkston. Perhaps there are property owners renting out their property/unit(s) on-line without collecting the tax. A few sample ordinances (Fairburn and Stonecrest) were included with the agenda item. Staff and City Attorney will perform additional research including inquiring of DeKalb County on their motel/hotel tax processes, to discuss at the September Work session including the likely introduction of an ordinance for Council review and adoption.

Speakers:

1. Ms. Amina, Mr. Moore – City ordinances do not define air bnb’s very well. Mr. Medford – sample ordinance has typos, would not apply to Clarkston – let attorney re-write match-up/align with City Charter and ordinances; revenue may not cover City regulatory/enactment costs; establish reason/purpose to enact tax.

E5) Approve the allocation of additional ARPA 2021 Funding for Vaccinations and Communications

\$10K allocated to purchase \$50 gift cards to distribute to Clarkston residents receiving COVID-19 vaccinations. City purchased 200 gift cards, distributed all in a few weeks, 133 distributed at an August 23 health fair held at Oasis Day Care attended by hundreds. Council recommending increasing to perhaps \$50,000 or more. Discussion on vaccinations in our area and whether City spends \$50K or more as incentive to increase % of vaccinations is a very good benefit compared to health impacts for the unvaccinated as well as allotting funding for communications such as translations, announcements, advertisements (flyers), etc, particularly in multiple languages. Continue to leverage existing partnerships to further promote vaccinations. City will look to modify gift card distribution to ensure most efficient/effective processes.

Speakers: Ms. Amina – supportive and will communicate with various organizations in various languages. Mr. Warren Hadlock – opposed awarding gift cards as incentive; would be best if distributed for 2nd shot.

F) ADJOURNMENT

Mayor Burks adjourned worksession at approximately 9:04 pm

CITY OF CLARKSTON

ITEM NO: F1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES MEETING

ACTION TYPE:
AGREEMENT

DATE: September 7, 2021

SUBJECT: Approve an Electric Vehicle (EV) charging station license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston.

DEPARTMENT:
Planning & Economic Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, MSCM, MPA
Planning & Economic Development Director
PHONE: 404-296-6489

PURPOSE: To approve the City entering into a Charging Station License Agreement with Georgia Power Company that will allow for GA Power to install an electrical vehicle (EV) charging station for the public usage at no cost (to the public).

NEED/ IMPACT:

Georgia Power and City staff reviewed and discussed the installation of various EV charging stations on City property. The recommended location to install two (2) charging stations is the 2 eastern most parking spaces adjacent to the City Hall/Police Station Market St driveway entrance. The location is optimal due to its proximity to our City Center, the PATH, and the Clarkston Police Station (safety) which is well lit and under 24-hour camera surveillance.

Georgia Power will have access to the premises for construction, installation, maintenance, repair, operation and use for the charging station with customers having access to the area 24 hours, 7 days a week. GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles and EV-charging-related services at the premises at no cost to the public. The City will provide the space to GA Power also at no cost (no revenue to the City).

The electric plug-in vehicles license agreement is an irrevocable 10-year commitment.

RECOMMENDATION: N/A

GEORGIA POWER COMPANY
CHARGING STATION LICENSE AGREEMENT

(Company name) a (State Inc. Corp. LLC) (“Licensor”), and GEORGIA POWER COMPANY, a Georgia corporation (“GPC”), hereby enter into this **Charging Station License Agreement** (the “License”) as of (Month, Day) 2020 (the “Effective Date”). In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and GPC (collectively, the “Parties”) acknowledge and agree as follows:

LICENSE GRANT; COVENANTS

Premises; License Area. Licensor is the fee owner of the property located at [redacted] and further described or depicted in **Exhibit A** attached hereto (the “Premises”), and Licensor grants to GPC a license to use that portion of the Premises identified in **Exhibit A** (the “License Area”) for the Charging Station (defined in Section 3.1). At GPC’s election, GPC may record this License or a memorandum of this License in the real property records. Licensor acknowledges that GPC will make substantial expenditures to install the Charging Station in reliance upon the terms of this License.

Use of Other Portions of the Premises. During the Term (as defined in Section 2.1), Licensor also grants to GPC: (i) a general ability to use the Premises for access to and from the License Area for construction, installation, maintenance, repair, operation and use of the Charging Station; (ii) the right, but not the obligation, to provide GPC’s customers access to the License Area 24 hours per day, 7 days per week, and 365/366 days per year; and (iii) the rights described in the form distribution easement attached hereto as **Exhibit B** in order to permit GPC to install, operate, maintain and repair overhead and/or underground electric distribution lines and related facilities (including electric distribution cabinets) in the locations needed to serve the Charging Station.

Restrictive Covenants. During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants: (i) GPC and its customers will have vehicular and pedestrian access to and from the License Area at all times and Licensor will not make or allow any material change to the vehicular or pedestrian access without providing 30 days’ prior written notice to GPC; (ii) Licensor will not make or allow any change to the License Area without GPC’s prior written consent; and (iii) GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles (each an “EV”) and EV-charging-related services at the Premises. Licensor will incorporate item (iii) into all leases, licenses and other grants of rights affecting the Premises.

TERM; FEE; TERMINATION

License Term. The term of this License (the “Term”) will commence on the date the Charging Station is first operational (the “Commencement Date”), and unless extended per this Section 2.1 or terminated per Section 2.3, will end on the date which is ten (10) years after the Commencement Date. Upon request by Licensor, GPC will provide written notice of the Commencement Date to Licensor. The Term will automatically renew for successive five (5) year periods unless either Party gives written notice to the other Party of its desire to terminate the License at least ninety (90) days before the end of the then-current Term.

License Fee. GPC will pay Licensor One Dollar (\$1.00) per year for the use of the License Area, due and payable upon the execution of this License. If the Term is extended per Section 2.1, GPC will pay Licensor One Dollar (\$1.00) for each year of the extended Term on or before the end of the then-current Term.

Termination. Licensor may immediately terminate this License for cause if GPC fails to perform any License obligation in any material respect, and the breach continues uncured for 30 days after receipt of written notice. GPC may immediately terminate this License upon written notice, for any reason or for no reason. Promptly following expiration or termination, GPC will remove the Charging Station from the License Area and will restore the area to its former condition, excluding ordinary wear and tear. Despite the previous sentence, GPC, at its option, may cap off and secure, but not remove, any underground electrical wiring or conduit. Upon any termination of this License, both Parties are relieved of any further obligation under this License, except for any obligation that by its nature should survive or may require performance after termination.

CHARGING STATION FACILITIES

Charging Station Facilities. Each “Charging Station” includes all EV charging equipment; GPC signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by GPC, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The number and approximate location of each Charging Station is indicated in **Exhibit A**. GPC (itself or through contractors), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any Charging Station in the License Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras.

Signage. GPC may paint, place, erect, or project signs, marks, or advertising devices on or about the License Area or elsewhere on the Premises, including signage on or around the Charging Station designating the area “EV Charge Parking Only.”

Installation. GPC will retain all ownership rights in the Charging Station throughout the Term. GPC will have the right to remove all or a portion of the Charging Station at any time during the Term or after License termination, whether or not the items are considered fixtures or attachments to the License Area under applicable law.

Operation and Maintenance. GPC, at its sole cost and discretion, will maintain and operate the Charging Station. GPC, in its sole discretion, will determine the type and amount of user fees and method of payment to GPC. Licensor may not collect any fee for use of the Charging Station. If there are operational or maintenance issues with the Charging Station, Licensor will not undertake any repair; instead, Licensor will promptly contact GPC per **Exhibit C** attached hereto. GPC does not guarantee uninterrupted or continual operation of the Charging Station and, in its sole discretion, may interrupt operation when necessary.

Licensor Obligations. Licensor, at its sole cost and expense, will take all action necessary to maintain the License Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the Premises common areas, including providing lighting and general security for the License Area. Licensor agrees to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the License Area.

Property Taxes. GPC is solely responsible for personal property taxes imposed on the Charging Station. All other real or personal property taxes related to the License Area and the Premises are the sole obligation of Licensor.

INTELLECTUAL PROPERTY; PUBLICITY

GPC Intellectual Property. As between the Parties, GPC retains ownership of all of GPC's "**Intellectual Property**" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Licensor has, and will obtain, no right in any GPC Intellectual Property. Each reference to GPC in this Section 4 includes its parent, Southern Company, and its affiliates. Any document in any format prepared by or under the direction of GPC in connection with construction, installation, or maintenance of a Charging Station is solely and exclusively GPC Intellectual Property.

Publicity. Licensor may not use GPC's name or any GPC Intellectual Property without GPC's prior written consent. No publication or promotional material may claim or imply that GPC endorses Licensor's business, brand, products, environmental attributes, or Licensor generally. Licensor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the License Area without GPC's prior written consent. GPC may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the License Area. To promote and inform the public about the Charging Station, GPC may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Licensor) and address of the License Area in promotional materials, websites, and maps. With Licensor's prior written consent, GPC may use Licensor's logo, trademark, or service mark in promotional materials, websites, or maps.

LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

Licensor represents, warrants, or covenants that: (i) it has or will obtain any consent or approval required for Licensor to enter into, grant the rights in, and perform its obligations under, this License, and for GPC to take the contemplated actions with respect to the License Area, from any third party: (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the License Area by GPC per this License; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

INSURANCE

GPC Insurance. During the Term, GPC will maintain, at its cost and expense, the insurance coverage it is required to maintain by the Georgia Public Service Commission. In all events, GPC will be entitled to self-insure.

Licensor Insurance. Licensor, at its expense, must procure and maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

Commercial general liability ("**CGL**") (or a combination of CGL and excess/umbrella liability) insurance on an occurrence (not claims made) basis, providing coverage of at least **\$5 million** for any one occurrence in or about the Premises (including the License Area), and **\$5 million** in the annual aggregate, including broad form contractual liability coverage, products/completed operations coverage for 2 years, broad form bodily injury and property damage coverage, and severability of interest for each insured; and

Full replacement cost property insurance (written on a "special perils" basis) for: (a) the Premises and all improvements thereon; and (b) all personal property, machinery, equipment, and trade fixtures located at the Premises; and

Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee.

Upon request during the Term, Licensor will provide to GPC a certificate evidencing the required coverages. To the extent allowed by applicable law: (i) Licensor's CGL, and if applicable, excess/umbrella liability, insurance must name GPC as an additional insured for any claim arising out of any activity at the Premises or caused by action or inaction of Licensor, its agents, representatives, or invitees, but additional insured status will not apply to a claim resulting from GPC's sole negligence; and (ii) Licensor waives, and will require its insurers to waive, any right of subrogation otherwise possessed against GPC under any insurance maintained by Licensor (including CGL, excess/umbrella, and property) or under state or federal workers' compensation or employer's liability law, except that the waiver will not extend to a claim resulting from sole negligence of GPC unless allowed by applicable law. The existence, or amount, of insurance does not waive or limit Licensor's liability under this License.

Licensor Waiver. Despite anything to the contrary in this License, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.2 (*Licensor Insurance*), Licensor waives every right or cause of action for any loss of or damage to the Premises or any improvement thereon, or to the personal property of Licensor, or its affiliates, representatives, agents, officers, directors, shareholders, partners, owners, contractors, employees, or invitees, regardless of cause or origin and whether or not

caused by the fault or negligence (except sole negligence) of GPC, its agents, or employees. This waiver and release applies between the Parties and to any claim by, under, or through Licensor as a result of any asserted right of subrogation.

BROKERS; ATTORNEYS' FEES; REMEDIES

Brokers. Each Party represents to the other that it has not dealt with any broker in connection with this License. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

Attorneys' Fees. If either Party sues the other for violation of, or to enforce any provision of, this License, the prevailing Party will be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees.

Remedies. Licensor specifically agrees that if the covenants in Section 1 are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity. The rights and remedies provided by this License are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

MISCELLANEOUS

Relationship of the Parties; Force Majeure. The Parties are independent contractors in performance of this License. This License: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to GPC. Rights and obligations in this License are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in License performance to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

Interpretation. Both Parties were involved in negotiating this License; no rule allowing construction according to authorship applies. Georgia law governs all matters, including torts, relating to this License, without regard to choice of law principles. The Parties will resolve a claim or dispute under this License in a state or federal court sitting in Fulton County, Georgia, regardless of Premises location; each consents to exclusive jurisdiction and venue in these courts. This License and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the License Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. License provisions that logically should apply beyond License expiration or termination will survive expiration or termination.

Modification; Waiver; Assignment; Severability. No amendment or modification of this License is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this License. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This License binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that the License binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

Notices. Any notice under this License must be in writing and be delivered either by: (i) personal delivery (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). The Parties will provide notice as indicated in **Exhibit C**, subject to any update provided by written notice pursuant to this Section 8.4.

[Remainder of page left blank; signatures appear on following page]

Each Party agrees to all terms and conditions of this License as of the Effective Date. This License may be executed in any number of counterparts. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

LICENSOR:

Signed, sealed, and delivered
in the presence of:

_____, a

Unofficial Witness

By: _____

Name: _____

Title: _____

GPC:

Signed, sealed, and delivered
in the presence of:

GEORGIA POWER COMPANY, a Georgia corporation

Unofficial Witness

By: _____

Name: _____ Jennifer Winn _____

Title: _____ Natural Resources GM _____

EXHIBIT A
DEPICTION OF PREMISES AND LICENSE AREA





EXHIBIT B
FORM DISTRIBUTION EASEMENT

(attached)

EXHIBIT C

NOTICES AND ADMINISTRATION

Licensor will provide notice to GPC regarding any operational or maintenance issue at the Charging Station under Section 3.4 (*Operation and Maintenance*) as follows:

Kelli Newman
Electric Transportation Market Specialist
Georgia Power Company
knewman@southernco.com
111 Stockyard Rd.
Statesboro, GA 30458

Each Party will provide Publicity requests to the other under *Publicity* (Section 4.2) as follows:

Requests to GPC:

Ed Harmon
Electric Transportation Program Manager
Georgia Power Company
echarmon@southernco.com
4404 N. Shallowford Road
Atlanta, GA 30338

Requests to Licensor:

Robin I. Gomez
City Manager
City of Clarkston
1055 Rowland St
Clarkston GA 30321

Each Party will provide written notice to the other under *Notices* (Section 8.4) as follows:

Notice to GPC:

Ed Harmon
Electric Transportation Program Manager
Georgia Power Company
4404 N. Shallowford Road
Atlanta, GA 30338

Notice to Licensor:

Robin I. Gomez
City Manager
City of Clarkston
1055 Rowland St
Clarkston GA 30021

With a copy to:

Vanessa Watson
Senior Counsel
Georgia Power Company
241 Ralph McGill Blvd NE
Bin 10180
Atlanta, GA 30308

With a copy to:

Stephen Quinn
City Attorney
City of Clarkston

CITY OF CLARKSTON

ITEM NO: G1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES MEETING

ACTION TYPE:
CONTRACT

DATE: September 7, 2021

SUBJECT: Approve awarding the Contract for Market St Resurfacing and Sidewalks, SPLOST 08 Capital Project

DEPARTMENT:
Administration

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages: 10

INFORMATION CONTACT:
Robin Gomez / Larry Kaiser, CIS
PHONE: 678.409.9683

PURPOSE:

To approve awarding contract for the Market St sidewalk and resurfacing SPLOST project

NEED/ IMPACT:

On August 9th, 2021, the City issued a notice to contractors that the City will be accepting by 3:30 pm on Friday, August 27th, 2021, sealed bids for all material, labor, equipment and services to successfully complete the Market St resurfacing and sidewalk installation work, entailing: grading, demolition, resetting existing granite curb, new sidewalk, crosswalks, ADA ramps, and milling/resurfacing. City staff will be presenting at the Aug 31, 2021, the results of the bids submitted with a recommendation for the City Council to select a contractor to perform the work. A copy of the bid and all related documentation may be found on the City's internet site:

<https://www.clarkstonga.gov/request-proposals-rfp-information>

Enclosed are the plan sets for the bid package along with 2 design addendums.

The below represents the bid notice to interested contractors:

The City of Clarkston, Georgia ("City") will receive **sealed** Bids for all material, labor, equipment and services to successfully accomplish the following work: ***Market Street Resurfacing and Sidewalks – SPLOST 08***. This work generally entails grading, demolition, resetting existing granite curb, new sidewalk, guardrail, crosswalks, ADA ramps, milling and resurfacing. Bids shall be on unit price basis. Project is funded with City SPLOST funding.

The project shall be Substantially Complete within **150 calendar days** from the date of notice to proceed. Liquidated damages of \$500 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **150 calendar days; except for quantifiable weather events**

The City will receive bids until 3:30 PM; August 27th, 2021 at City of Clarkston Annex, 1055 Rowland Street, Clarkston, GA 30021; ATTN: Dan Defnall, Finance Director. Bids received after that time will not be accepted. Bids will be publically opened. Unofficial bid results will be posted on the City web site. A non-mandatory pre-bid conference will be held at Clarkston Woman's Club, 3913 Church Street, Clarkston, GA 30021 on August 13th, 2021 (Friday) at 3:00 PM. All potential bidders are strongly encouraged to attend.

A 5% bid bond is required.

Payment, Performance & Maintenance Bonds will be required on this project.

An "Instruction to Bidder" and "Contract ITB" documents in the ITB must be completed and submitted with the bid.

All questions regarding the bid documents shall be made via email to City Project Engineer; Larry Kaiser, PE, Project Manager at kaiser@co-infra-services.com. The deadline to submit questions is no later than 5:00 PM; August 20th, 2021. The City will post all "Response to Questions and/or Addenda", if applicable, on the city web site; www.clarkstonga.gov by no later than 5:00 PM, August 23rd, 2021. It is incumbent that those submitting questions follow-up with the Project Engineer to ensure that questions were received.

The selected bidder must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The provisions of the Disadvantaged Business Enterprise Program shall apply. The City DBE requirement for this Project is a minimum of 12%.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements.

MEMO

Subject: SPLOST 08

Market Street Resurfacing & Sidewalks

Background

Staff prepared an Invitation-to-Bid (ITB) package with a legal advertisement that was posted on Georgia Procurement Registry and the city web site for 4 weeks. City held a non-mandatory pre-bid meeting on-site meeting with the attendees. Two (2) firms attended the pre-bid.

On August 27th, 2021, 5 bids were received. All firms were deemed qualified to submit a bid. The firms and the quotes are as follows:

FIRM	BID AMOUNT	BID ALTERNATE
Magnum Paving	\$837,320.00	\$22,440.00
Ohmshiv Construction	\$893,905.25	\$18,695.00
Wilson Construction Management	\$1,006,099.00	\$16,19.00
Tri Scapes	\$1,251,182.25	\$23,726.40
SOL Construction	\$957,836.50	\$27,355.00

The low bidder at bid opening was identified as **Magnum Paving**.

As with all bids in the city over the past decade, staff assessed the ITB of each submittal to ensure all requirements were met. This included verifying the bid prices and total bid amount submitted and required submittals. One of the requirements set forth in the ITB was that the prime contractor had to self-perform a minimum of 60% of the total contract amount.

This 60% minimum requirement was evaluated for the Magnum Paving submittal. Staff spoke with Magnum and questioned whether this requirement was met. After several discussions and with staff reviewing the Item Descriptions and Prices for each Pay Item submitted in the bid, it was determined that Magnum Paving did not meet this requirement. Magnum Paving confirmed the cities analysis.

As such, Magnum Paving's bid was disqualified and the second lowest bid, **Ohmshiv Construction**, was deemed to be the low bidder. Their submittal documents were assessed and deemed to be acceptable.

Within the Bid Schedule of Items, staff included wooden guardrail on Market St where a horizontal curve exists just to the north of the Forty Oaks entrance. Staff also included a Bid Alternate for the wooden guardrail for a potential substitution; identified as steel guardrail - painted "National Forest Service brown".

The cost savings for the bid alternate would be \$3,305.00.

Staff provided this alternative as a precautionary measure in the event that the wooden guardrail could not be installed due to the limitations on the width of the roadway shoulder. The design parameters for wooden guardrail are not the same as steel guardrail. Consequently, staff chose to require prices for both types of guardrail in the bid package until clarification on design and manufacturer requirements could be further reviewed prior to a final determination being made.

Scope of Work

As staff prepared the project scope, the following parameters were developed at the on-set of design;

- (1) minimizing project costs
- (2) providing a safe pedestrian environment
- (3) reducing environment impacts
- (4) reusing the existing granite curb
- (5) reducing vehicular speed

The placement of a sidewalk on the roadway and the use of traffic calming measures achieved all these parameters.

The project limits is as follows:

- Market St from the City Annex building driveway to the city limits
- Carroll Park Drive from Market Street to the cul-de-sac (milling and resurfacing only)

Work scope includes resetting the existing curb on the south and west side of Market to reduce the road width from 25 feet to approximately 21 feet which allows for the construction of 5 foot sidewalk on the existing roadway. The existing granite curb on the north and east side will be raised to improve drainage flow. New catch basins will be constructed and all driveways will be reconstructed with concrete within city right-of-way to match the new edge of pavement. Existing mailboxes will be relocated. Five (5) landscaped easabouts will be installed and strategically located to avoid blocking driveways. There exists 2-3 trees of caliper sizes less than 18 inches that may be effected by the project construction. Various tree saving construction practices will be considered, in consultation with a tree arborist, to mitigate or avoid tree impacts where possible. City contractor to construct a driveway within city right-of-way at a permitted, un-developed single family lot, to ensure two specimen trees that are located off city right-of-way are not impacted by this future development. Market Street pavement surface will be milled 2 ½ inches and resurfaced with asphalt. Benches and trash receptacles will be installed at various locations. ADA pedestrian ramps and crosswalks will be installed at side street connections. Market Street will not be striped.

Carroll Park Drive milling and asphalt resurfacing is included in the project scope.

Work Outside City Limits

Staff submitted to DeKalb County three weeks ago a draft MOA that outlines the roles and responsibilities and estimated costs for Market St improvement's in unincorporated DeKalb. If the county agrees to fund this work, a MOA will be executed. The city's contractor would be asked to apply the unit prices in their bid for a cost to perform this work. Staff will then bring this cost to city council as a change order with reimbursement to occur by the county.

Estimate of Construction

Staff prepared a engineering cost estimate prior to bid opening. The estimate was \$957,227.

The low bid of \$893,905.25 was 6% less than the engineering estimate.

Project Duration

The ITB requires that the project be constructed within 150 calendar days.

Liquidated damages in the amount of \$500 per day will be applied if the project is not completed within 150 calendar days; exclusive of weather days.

Next Steps

Staff recommends to city council that Ohmshiv Constructions be selected for a contract amount of \$893,905.25.

If city council chooses to move forward, a contract will be available for the Mayor's signature on September 7th. A Notice-to-Proceed will be issued to the contractor within 1 week after the Mayor's signature.

City staff will notify all residents on Market Street as to when the project will commence including providing all points of contact. Project signage will also be placed on the roadway by the contractor.

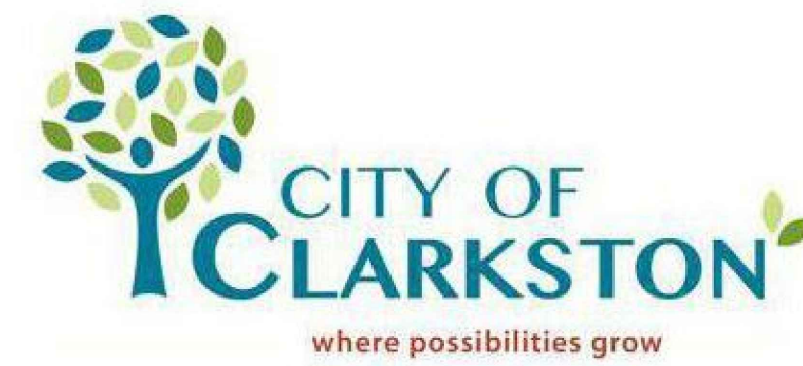
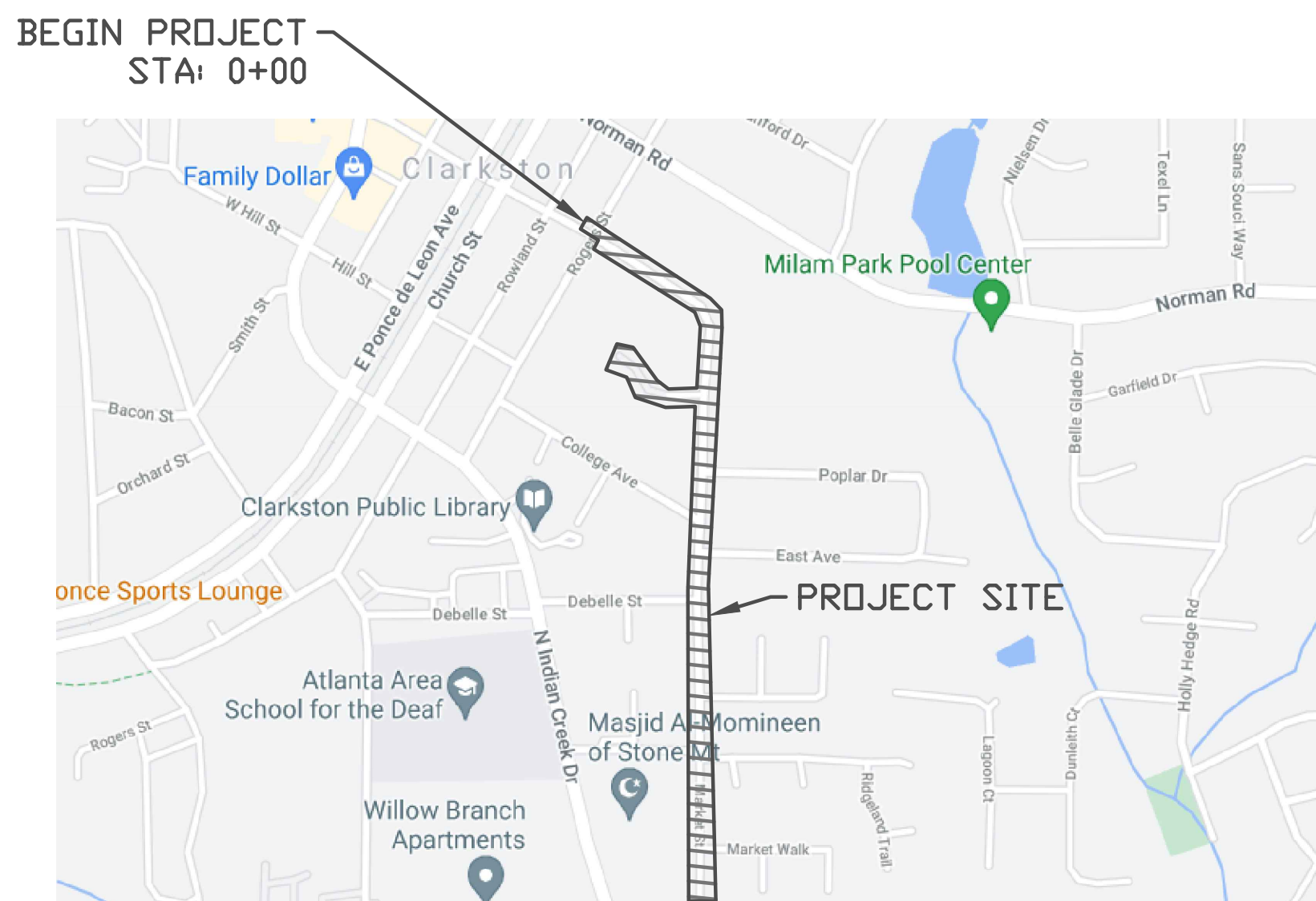


Addendum No. 1

Date of Addendum Issuance: August 11th, 2021

Project: Market Street Sidewalks & Resurfacing – SPLOST 08

The following revised plan sheet C1 dated 8/4/2021 shall replace the plan sheet in the bid package dated 8/2/2021.



CITY OF CLARKSTON
 DEKALB COUNTY, GA
 CONSTRUCTION PLANS

OWNER/DEVELOPER	
24-HOUR CONTACT: LARRY KAISER, P.E. COLLABORATIVE INFRASTRUCTURE SERVICES, INC. CITY PROJECT ENGINEER 404-909-5619	OWNER: CITY OF CLARKSTON 1055 ROWLAND STREET CLARKSTON, GA 30021 ROBIN GOMEZ, CITY MANAGER

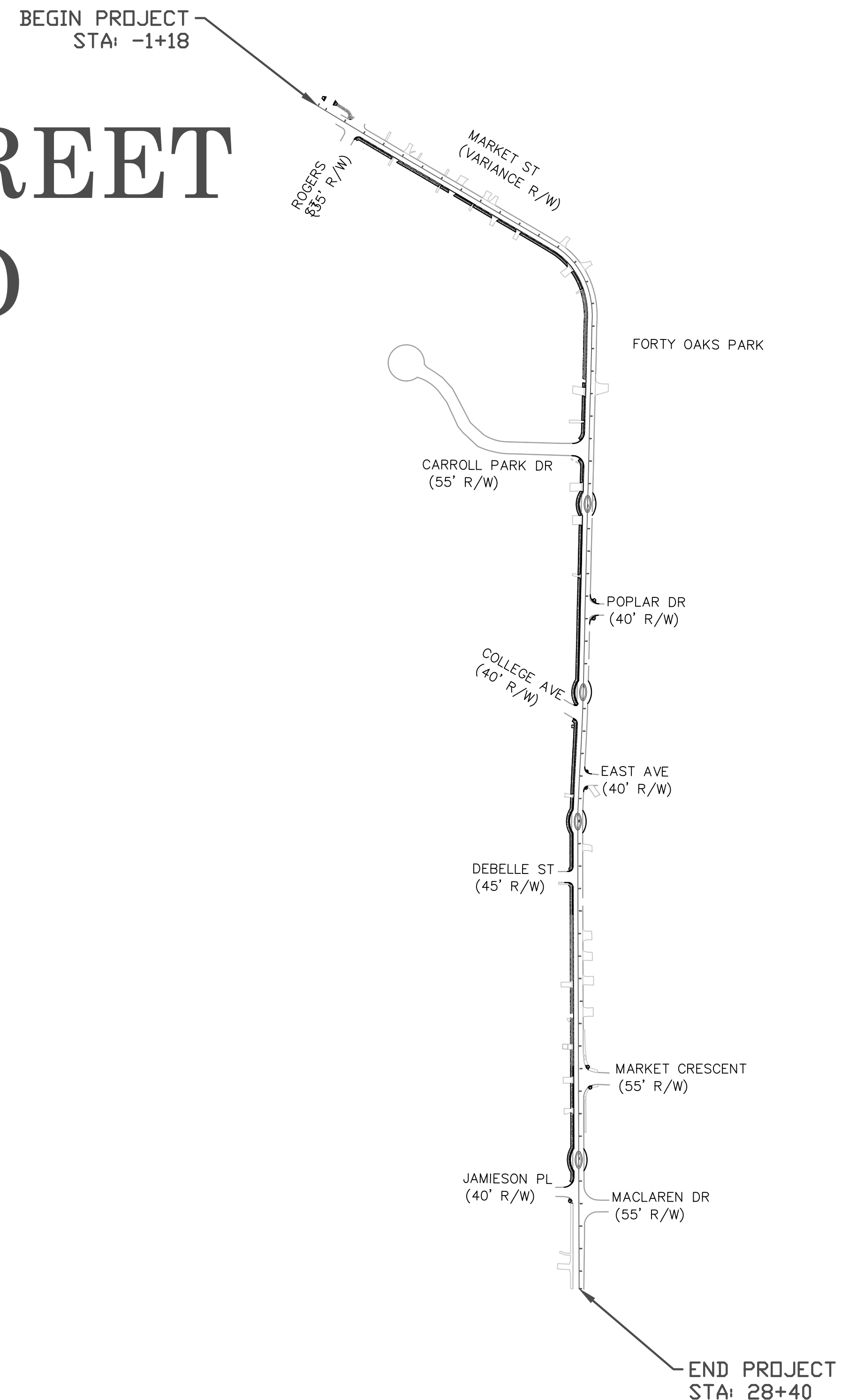
COLLABORATIVE
 INFRASTRUCTURE
 SERVICES

CUSTOMIZED CIVIL
 ENGINEERING
 SOLUTIONS



SPLOST 08 MARKET STREET RESURFACING AND SIDEWALKS

SHEET INDEX	
C0	COVER SHEET
C1-C2	CONSTRUCTION PLANS
C3	GENERAL NOTES



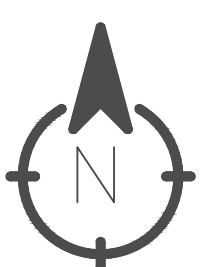
**SPLOST 08
 MARKET STREET
 RESURFACING AND SIDEWALKS**

DRAWING DATE:
 08/02/2021

REVISIONS:



SCALE: 1" = 40'



C0



**Know what's below.
 Call before you dig.**

DIAL 811



SPLOST 08
MARKET STREET
RESURFACING AND SIDEWALKS

DRAWING DATE:
08/02/2021

REVISIONS:

NO.	DATE	DESCRIPTION

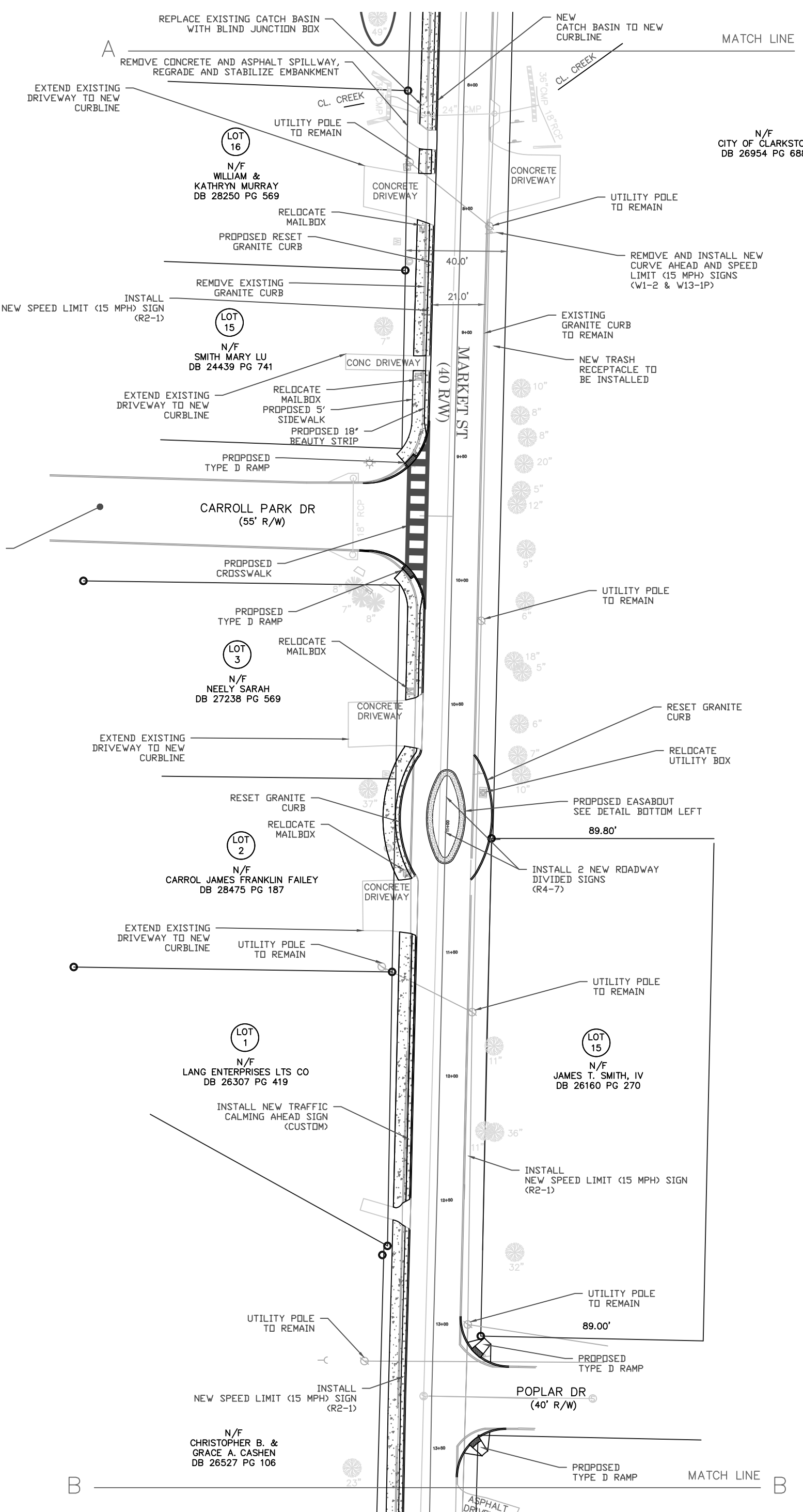
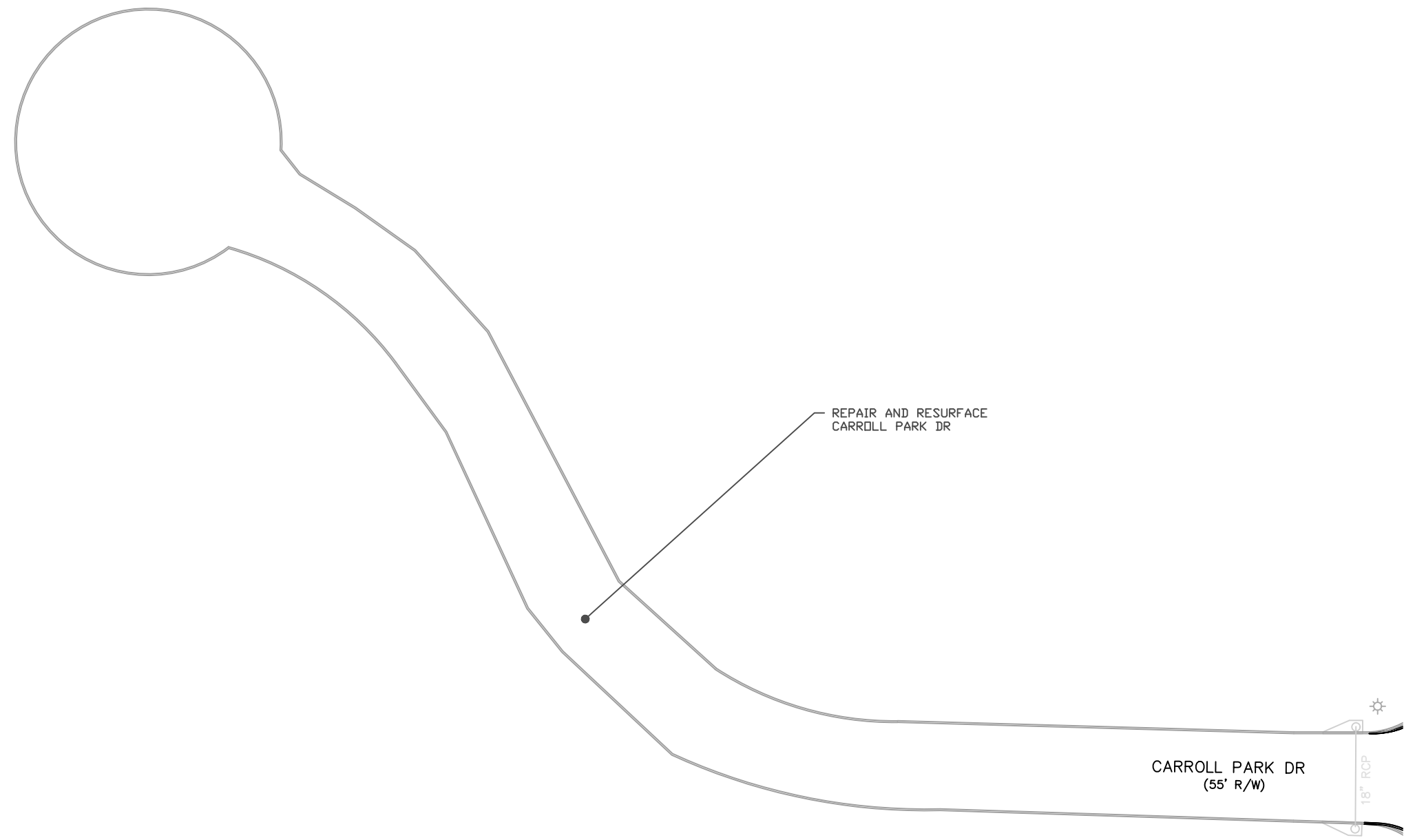
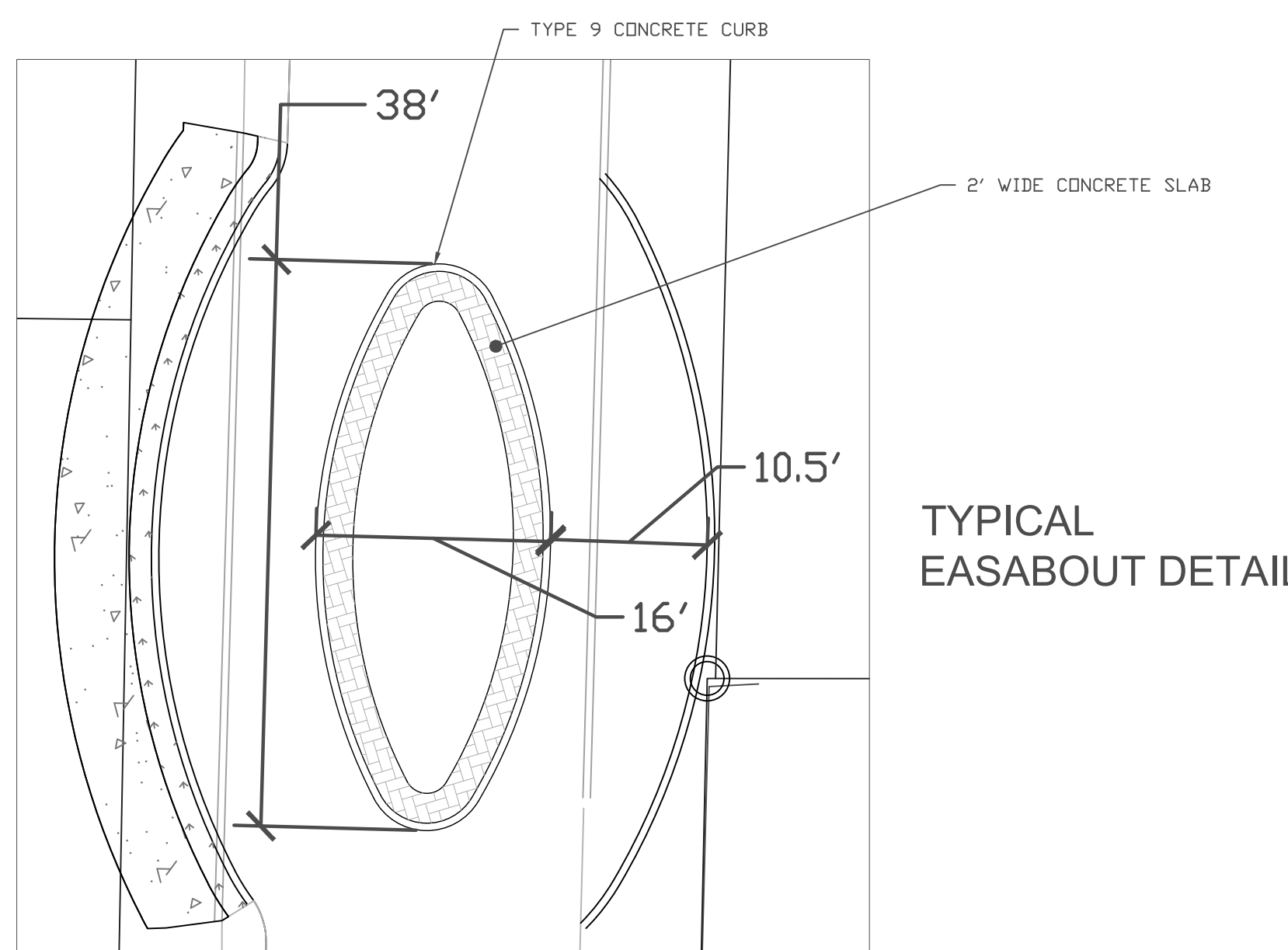
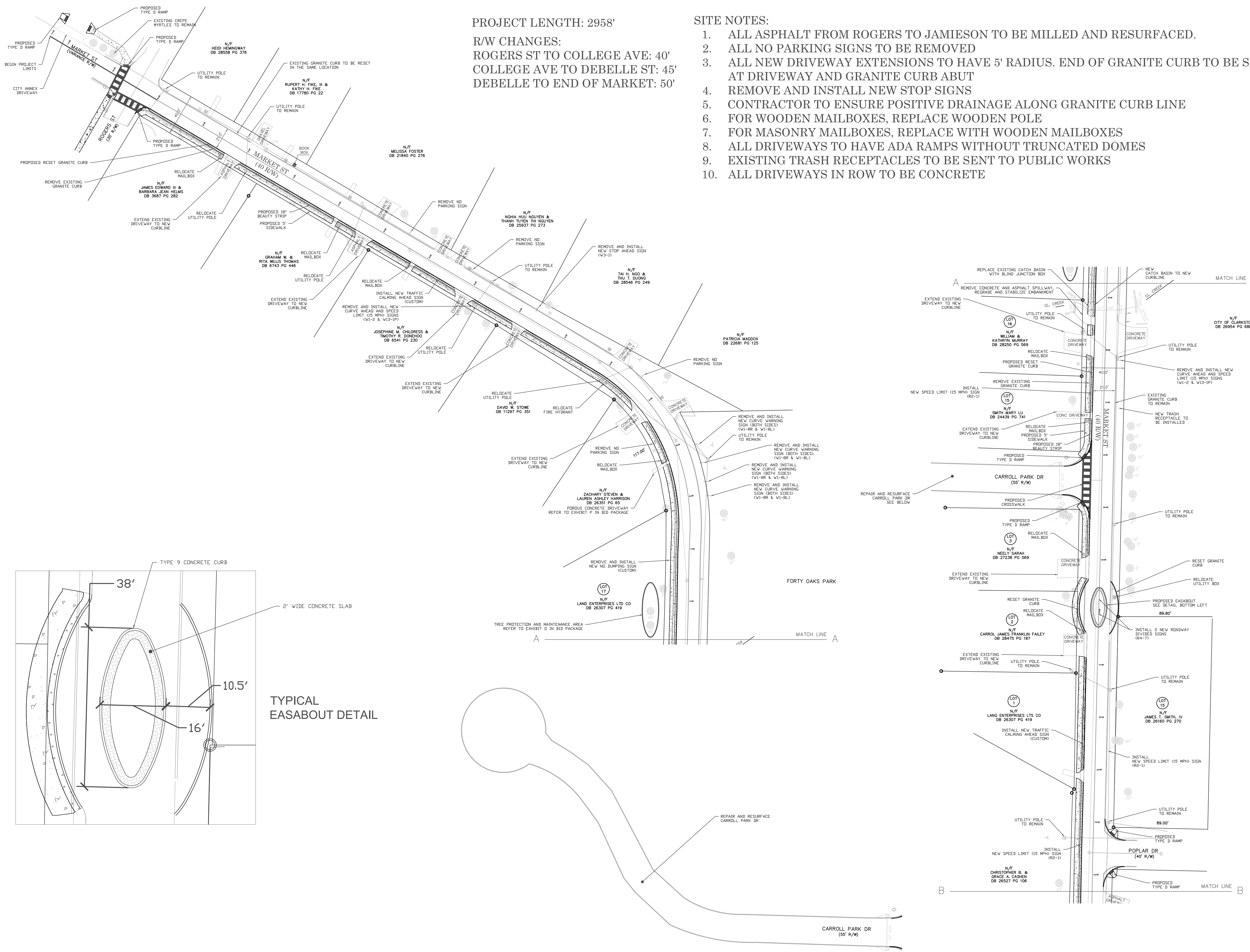


SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMP WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE

PROJECT LENGTH: 2958'

R/W CHANGES:
ROGERS ST TO COLLEGE AVE: 40'
COLLEGE AVE TO DEBELLE ST: 45'
DEBELLE TO END OF MARKET: 50'





SPLOST 08
MARKET STREET
RESURFACING AND SIDEWALKS

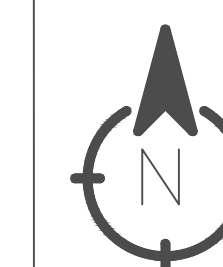
DRAWING DATE:

08/02/2021

REVISIONS:



SCALE: 1" = 40'

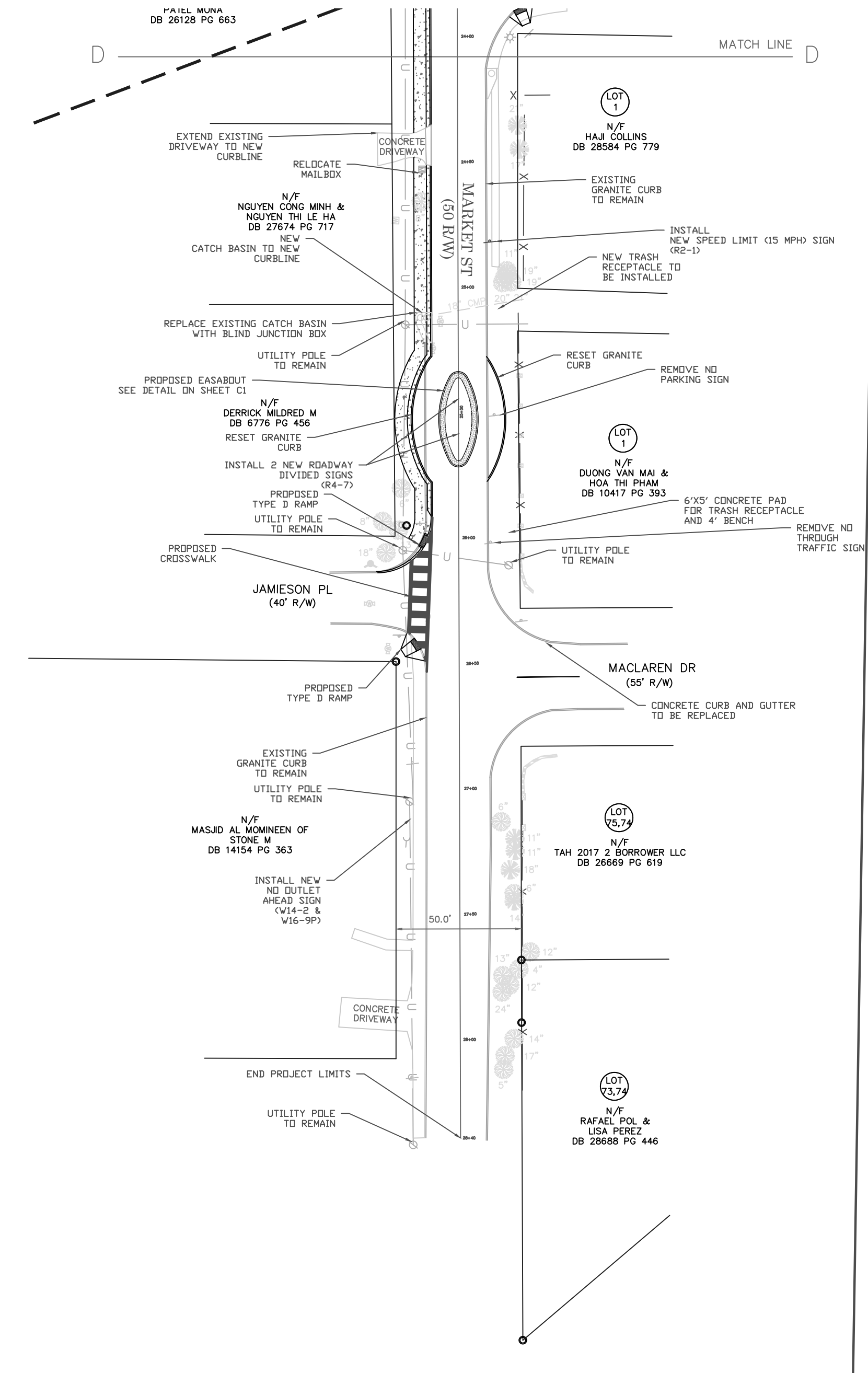
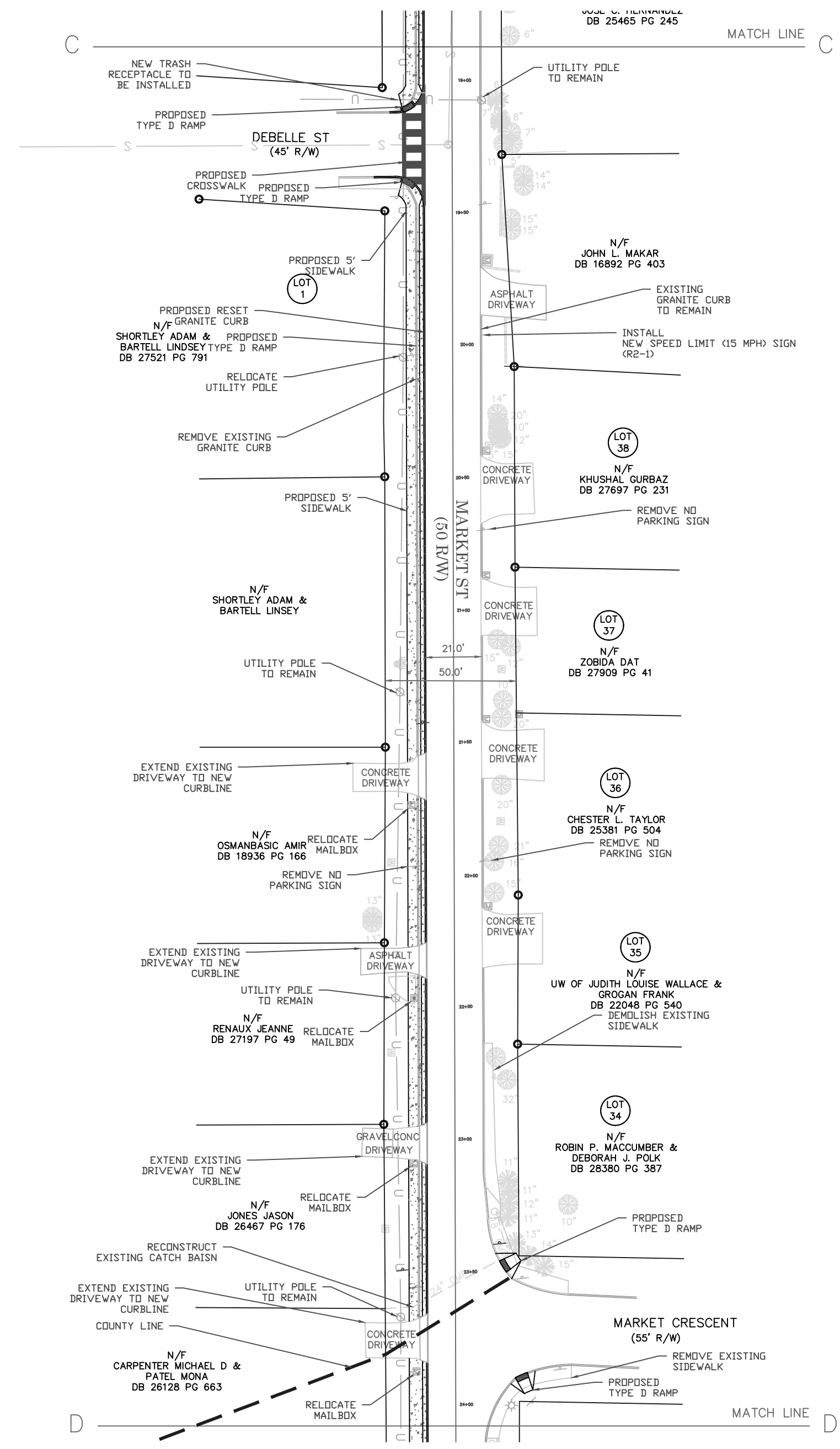
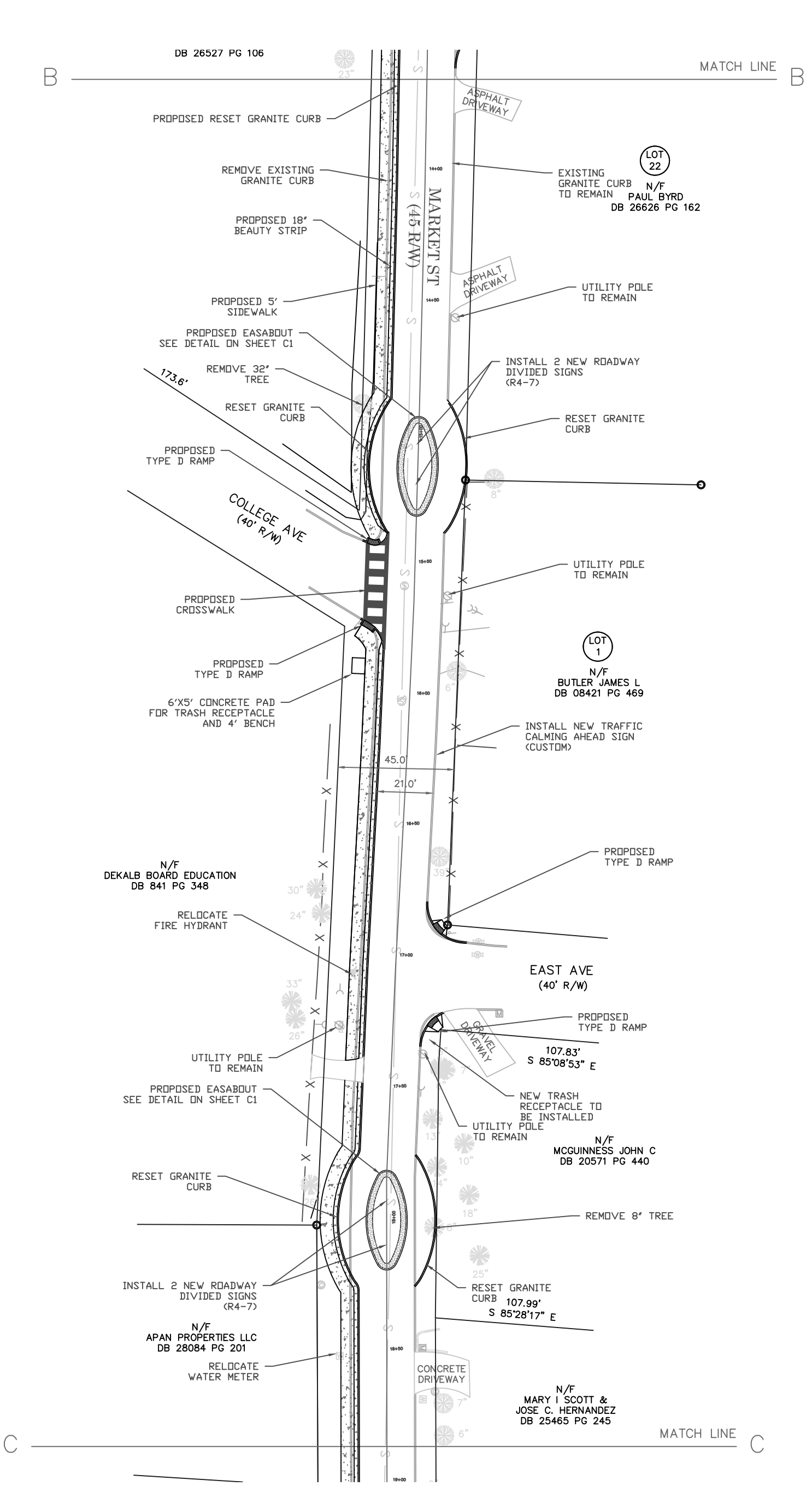


C2

R/W CHANGES:
ROGERS ST TO COLLEGE AVE: 40'
COLLEGE AVE TO DEBELLE ST: 45'
DEBELLE TO END OF MARKET: 50'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE





GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, GUIDELINES AND DETAILS, THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION, CURRENT CITY OF CLARKSTON REQUIREMENTS AND ANY OTHER LOCAL AND STATE STANDARDS THAT MAY APPLY.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL FEDERAL, STATE, OSHA AND LOCAL SAFETY REGULATIONS, LAWS, CODES OR ORDINANCES WHICH MAY APPLY.
3. IN THE DRAWINGS, USE OF THE TERMS OWNER, OWNER’S REPRESENTATIVE, ENGINEER, LANDSCAPE ARCHITECT, OR DESIGN PROFESSIONAL SHALL BE INTERPRETED TO BE COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619). REFER TO CONTRACT DOCUMENTS.
4. EXISTING CONDITIONS SHOWN ARE FROM A BOUNDARY AND TOPOGRAPHIC SURVEY FOR CITY OF CLARKSTON, PREPARED BY: BOUNDARY ZONE, DATED 01/05/2021.
5. THERE ARE NO KNOWN EXISTING LANDFILLS OR PROPOSED ON–SITE BURY PITS.
6. THERE IS NO FLOODPLAIN LOCATED ON–SITE.
7. THERE ARE NO KNOWN WETLANDS OR STATE WATERS LOCATED ON–SITE.
8. CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE STORM WATER DISCHARGE MONITORING, DOCUMENTATION AND REPORTING RELATED TO CONSTRUCTION ACTIVITIES FOR THE PROJECT.
9. ALL DIMENSIONS ARE TAKEN FROM/TO FENCELINES, PROPERTY LINES, EDGE OF PAVEMENT, CENTERLINE OF UTILITY, CENTERLINE OF MANHOLE OR CATCH BASIN, CENTERLINE OF ROAD, FACE OF CURB, CENTER OF PAINT STRIPE, AND FACE OF WALL OR BUILDING UNLESS OTHERWISE NOTED.
10. REPETITIVE FEATURES ON PLANS NOT DRAWN IN THEIR ENTIRETY SHALL BE COMPLETELY PROVIDED AS IF DRAWN IN FULL.
11. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO PROVIDE ALL SURVEYING SERVICES REQUIRED TO LAYOUT AND BUILD THE PROJECT. THIS SHALL INCLUDE ALL HORIZONTAL AND VERTICAL STAKEOUT.
12. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB–SECTION 107.07 OF THE GDOT STANDARD SPECIFICATIONS.
13. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PREPARE A MAINTENANCE OF A TRAFFIC PLAN USING THE GUIDELINES FOR APPROVAL BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) BEFORE STARTING CONSTRUCTION. PAYMENT SHALL BE INCLUDED IN PRICE FOR TRAFFIC CONTROL LUMP SUM. APPROVAL BY THE CITY OF CLARKSTON PUBLIC WORKS DEPARTMENT AND PERMITTING WILL BE REQUIRED.
14. CONTRACTOR SHALL INSURE THAT ACCESS TO PROPERTIES IS MAINTAINED AT ALL TIMES. IN CASES WHERE A PROPERTY HAS TWO POINTS OF ACCESS, ONE MUST REMAIN OPEN WHILE THE OTHER IS IMPROVED. IN CASES WHERE A PROPERTY HAS ONLY ONE ENTRANCE, TEMPORARY ACCESS WILL BE PROVIDED AND MAINTAINED DURING CONSTRUCTION.
15. PRICE BID FOR TRAFFIC CONTROL–LUMP SUM SHALL INCLUDE, BUT IS NOT LIMITED TO AGGREGATE SURFACE COURSE CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNAGE AND PAVEMENT MARKINGS, BARRICADES, CHANNELIZING DEVICES, DETOUR PAVING, ETC. REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND/OR AS DIRECTED BY THE OWNER.
16. ALL SIDEWALK AND CURB CUT (WHEELCHAIR) RAMPS SHALL BE IN ACCORDANCE WITH GDOT SPECIAL DETAILS AND CITY OF CLARKSTON REQUIREMENTS. RAMPS SHALL BE CONSTRUCTED AT ALL POINTS WHERE SIDEWALK TERMINATES AT CURB OR IS BISECTED BY DRIVEWAYS, IF NECESSARY. THE EXACT TYPE OF RAMP (TERMINAL OR ON CURB RADIUS) MAY BE MODIFIED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619).
17. THE TOTAL AREA SHOWN ON THE PLANS FOR GRASSING ON PLANS ARE FOR INFORMATION ONLY. THE CITY OF CLARKSTON ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE CONTRACTOR SHALL BID ON GRASSING, BY UNIT COST, AND IT SHALL BE HIS RESPONSIBILITY TO DETERMINE THE ACTUAL AREA TO BE GRASSED, AS ALL DISTURBED AREAS MUST BE PERMANENTLY VEGETATED. NO CLAIMS WILL BE CONSIDERED FOR EXTRA COMPENSATION IF THE CONTRACTOR RELIES ON THE AREA SHOWN ON THE PLANS.
18. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION. IF THE SEASON DOES NOT PERMIT GRASSING, STRAW MULCH STABILIZATION SHALL BE USED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619). REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS.
19. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH DEMOLITION, CLEARING OR OTHER LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION OR AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619).
20. CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROL MEASURES DAILY AND DURING PROLONGED PERIODS OF CONTINUOUS RAINFALL EVENTS TO ENSURE THAT ALL CONTROLS ARE FUNCTIONING PROPERLY. DAMAGED CONTROLS SHALL BE REPLACED BY THE END OF THE WORKDAY.
21. CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS, DURING ALL PHASES OF CONSTRUCTION.
22. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR’S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619).
23. ALL GRANITE CURB INSTALLATION SHALL INCLUDE A MIN. 6”-THICK CLASS B CONCRETE FOOTING THE ENTIRE LENGTH OF CURB.
24. ALL PAVEMENT GAPS AFTER CURB INSTALLATION SHALL BE FILLED WITH ASPHALT PATCHING PRIOR TO RESURFACING.

GENERAL SITE DEMOLITION NOTES:

1. “DEMOLISH” SHALL MEAN TO REMOVE AN OBJECT IN ITS ENTIRETY. RESTORE GRADES AND SURFACE IMPROVEMENTS TO MATCH EXISTING CONDITIONS OR PER REQUIREMENTS OF NEW WORK, WHICHEVER IS APPLICABLE. CONTRACTOR SHALL SAWCUT TO FULL PAVEMENT, SIDEWALK AND CURB AND GUTTER DEPTH AT THE LIMIT OF DEMOLITION FOR REMOVAL OF PAVEMENT, SIDEWALK AND CURB AND GUTTER.
2. THE CONTRACTOR SHALL SUBMIT A DETAILED DEMOLITION SCHEDULE AND LOGISTICS PROCEDURE TO COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) FOR APPROVAL AT LEAST 10 DAYS BEFORE DEMOLITION IS TO BEGIN. THE DEMOLITION PROCEDURE SHALL INCLUDE A DETAILED DESCRIPTION OF THE METHODS AND EQUIPMENT TO BE USED FOR EACH OPERATION AND THE SEQUENCE OF WORK. THE DEMOLITION PROCEDURES SHALL PROVIDE FOR SAFE CONDUCT OF WORK AND THE PROTECTION OF PROPERTY WHICH IS TO REMAIN UNDISTURBED AND COORDINATION WITH OTHER WORK OR OPERATIONS THAT MAY BE IN PROGRESS. METHODS AND SCHEDULING OF DEMOLITION ACTIVITIES MUST BE APPROVED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) AND COORDINATED WITH THE CONTRACTOR’S SCHEDULE AND ASSOCIATED EROSION AND SEDIMENTATION CONTROL PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXISTING SERVICE CONNECTIONS TO BE REMOVED FROM BUILDINGS OR THE SITE, IF PRESENT, AND PERMANENTLY PLUGGING PIPES WHERE REQUIRED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANIES CONCERNED.
4. CONTRACTOR SHALL MINIMIZE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE TRAFFIC FLOW TO SURROUNDING FACILITIES TO REMAIN.
5. NO DEBRIS FROM SITE DEMOLITION SHALL BE BURIED ON SITE. ALL MATERIAL GENERATED FROM DEMOLITION OPERATION SHALL BE PROPERLY DISPOSED OF OFFSITE.

GRADING NOTES:

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL PROPERLY OFF–SITE.
2. CONTRACTOR SHALL VERIFY PROJECT LIMITS PRIOR TO COMMENCING WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL VISIT THE SITE PRIOR TO SUBMITTING BIDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING AND MAINTAINING A BENCHMARK FOR THE PROJECT, AND FOR ANY REQUIRED ELEVATION TRANSLATION. REFER TO SURVEY DRAWINGS FOR ANY DATUM AND BENCHMARK DATA, IF ANY.
4. ANY AND ALL DAMAGE TO EXISTING PLANT MATERIAL OR HARDSCAPE ELEMENTS THAT ARE TO REMAIN, I.E. CURBS, ROADS, WALLS FENCES, TREES, SHRUBS, ETC. SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY AND PERMANENT GROUNDWATER CONTROL DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO CONTROL SURFACE RUNOFF IN ORDER TO PREVENT PONDING IN OPEN EXCAVATIONS AND PREVENT POTENTIAL UNDERMINING OF PERMANENT CONSTRUCTION FEATURES.
6. CONTRACTOR SHALL NOT WORK FILL MATERIALS DURING UNFAVORABLE WEATHER CONDITIONS. CONTRACTOR SHALL NOT PERMIT EQUIPMENT TO BE USED IN SUCH A MANNER AS TO CAUSE EQUIPMENT TO EXCESSIVELY PUMP OR RUT THE SUBGRADE OR OTHER PREPARED AREAS.
7. CONTRACTOR SHALL STRIP ALL TOPSOIL AND ORGANIC MATTER FROM AREAS TO BE MASS GRADED, UNLESS OTHERWISE INDICATED.
8. CONTRACTOR SHALL GRADE IN A MANNER TO ESTABLISH LONG SMOOTH GRADIENTS IN ORDER TO REDUCE ABRUPT CHANGES, DIPS AND SHARP TRANSITIONS IN THE FINISHED GRADE.
9. CONTRACTOR SHALL GRADE ALL DISTURBED AREAS TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND TOWARD DRAINAGE STRUCTURES OR DITCHES. NATURAL FLOW OF SURROUNDING WATERS SHALL NOT BE DISTURBED DURING CONSTRUCTION, UNLESS SHOWN OTHERWISE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE POSITIVE DRAINAGE ON ALL GRADED SURFACE AREAS. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SLOPE OF 1% ON HARDSCAPE AND MINIMUM SLOPE OF 2% ON GRADED AREAS, UNLESS OTHERWISE INDICATED.
11. THE MAXIMUM CUT OR FILL SLOPES ARE 3 HORIZONTAL TO 1 VERTICAL, UNLESS OTHERWISE INDICATED.
12. FILL MATERIALS SUPPORTING ROADWAYS, PARKING AREAS, SIDEWALKS, STRUCTURES, BUILDINGS AND WALLS SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY. THE TOP 12–INCHES OF FILL MATERIALS SUPPORTING ROADWAYS, PARKING AREAS, SIDEWALKS, STRUCTURES, BUILDINGS AND WALLS SHALL BE COMPACTED TO 98 PERCENT OF THE MAXIMUM DRY DENSITY. FILL PLACED FOR GENERAL SITE GRADING SHALL BE COMPACTED TO 90 PERCENT OF THE MAXIMUM DRY DENSITY.
13. REFER TO GDOT SPECIFICATIONS FOR FILL MATERIAL REQUIREMENTS.
14. SOIL AND MATERIAL TESTING WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY PAID FOR BY THE CONTRACTOR, THE SELECTION OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LAB AND SCHEDULING TESTS. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH ACCEPTABLE ASTM OR GDOT STANDARDS. TEST FOR CONCRETE, BASE, ASPHALT, PIPE BEDDING/BACKFILL, AND SOIL.
15. ALL AREAS WHERE ROADS, SIDEWALKS, WALLS AND/OR OTHER STRUCTURES ARE TO BE CONSTRUCTED, SHALL BE TESTED PRIOR THE PLACEMENT OF CONCRETE, ASPHALT, GRADED AGGREGATE BASE OR FILL MATERIALS.
16. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF IT. NO RUBBISH OR DEBRIS SHALL BE BURNED OR BURIED ON THE SITE.
17. NOTE THAT ALL MANHOLES, VALVES, ETC. WITHIN ROADWAY SHALL BE FLUSH WITH THE PAVEMENT AND ENCASED IN COLLARS PER DEKALB WATERSHED SPECIFICATIONS. CONCRETE TO HAVE STAINED WITH BLACK DYE OR OTHER DURABLE CONCRETE PAINT. COST TO BE INCLUDED IN THE BID SUBMITTED.

UTILITY NOTES:

1. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO LOCATE THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ANY DAMAGE INCURRED TO ANY EXISTING UTILITY ELEMENTS SHALL BE REPAIRED PROPERLY AND IMMEDIATELY AT NO ADDITIONAL COST TO THE OWNER.
2. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) IMMEDIATELY.
3. CONTRACTOR WILL REPAIR ANY DAMAGE DONE BY CONSTRUCTION ACTIVITIES TO EXISTING UTILITIES AT NO ADDITIONAL COST TO THE OWNER.
4. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS.
5. THE CONTRACTOR SHALL COORDINATE DISCONNECTION OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY PROVIDER.
6. CONTRACTOR TO ENSURE ALL EXISTING TOPS OF MANHOLES AND VALVE BOXES ARE RAISED OR LOWERED TO BE FLUSH WITH FINISHED GRADES, UNLESS NOTED OTHERWISE.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS AND/OR EASEMENTS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY DEMOLITION OR CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE, SHALL BE FULLY BORNE BY THE CONTRACTOR.
8. CONTRACTOR SHALL FURNISH AND MAINTAIN ANY AND ALL NECESSARY BARRICADES AROUND THE WORK AND PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
9. CONTRACTOR TO MOVE ALL CONSTRUCTION DEBRIS OFF THE PROPERTY AND DISPOSE DEBRIS AT A LEGAL, PERMITTED LANDFILL CONSISTENT WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.
10. CONTRACTOR WILL NOTIFY ALL AFFECTED UTILITIES AND COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR EXISTING UTILITIES.

ATLANTA GAS LIGHT	GAS	MFLOYD@SOUTHERNCO.COM (404) 564-3598	MILTON FLOYD	10 PEACHTREE PLACE NE ATLANTA, GA 30309
AT&T TELECOMMUNICATIONS	TELECOMMUNICATIONS	BS0368@ATT.NET (678) 534-4817	BILL SZYMANSKI	575 MOROSGO DRIVE ATLANTA, GA 30324
COMCAST	CABLE	ANSLEY_JOHNSON@COMCAST.COM (770) 733-4126	CHARLES ROSS	1038 W PEACHTREE STREET ATLANTA, GA 30309
GA POWER	POWER	ATSTODD@SOUTHERNCO.COM (812) 602-2148	ASHLEY STODDARD	3825 ROGERS BRIDGE ROAD BIN 78641 DULUTH, GA 30097

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND FROM THE SITE AT ALL TIMES. UTILITY SERVICES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE ANY TEMPORARY INTERRUPTION OF ACCESS OR UTILITIES WITH COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) PRIOR TO THE INTERRUPTION.
2. CONTRACTOR IS RESPONSIBLE FOR SECURING OR OBTAINING LAYDOWN AREAS, TEMPORARY OFFICES, REQUIRED TEMPORARY ELECTRICAL SERVICE AND PROVIDING WATER AS REQUIRED FOR CONSTRUCTION AND LANDSCAPE MAINTENANCE UNTIL SUCH TIME THE OWNER ACCEPTS THE PROJECT AS COMPLETE AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS ASSOCIATED WITH DEWATERING.
4. CONTRACTOR SHALL COORDINATE AND GIVE PROPER NOTIFICATIONS TO ALL INSPECTION AGENCIES PRIOR TO START OF THE CONSTRUCTION.
5. CONTRACTOR TO PROVIDE BARRIERS AS REQUIRED TO PREVENT PUBLIC ENTRY TO CONSTRUCTION AREAS AND PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM CONSTRUCTION ACTIVITIES. THE REQUIRED BARRIERS AND DEVICES SHALL BE ERECTED PRIOR TO COMMENCEMENT OF THE WORK.
6. ALL NEW PAVEMENT AND SIDEWALKS SHALL BE CONSTRUCTED FLUSH WITH EXISTING, WITH NO PONDING OF STORMWATER, UNLESS NOTED OTHERWISE.
7. CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS AND VERIFY ALL EXISTING CONDITIONS, COORDINATES, AND DIMENSIONAL INFORMATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BRING ALL DISCREPANCIES TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) PRIOR TO STARTING CONSTRUCTION.
8. CONTRACTOR SHALL STOP WORK IN AN AREA WHEN IT IS OBSERVED THAT THE EXISTING SITE CONDITIONS IN THAT AREA DIFFER FROM THOSE PRESENTED IN THE DRAWINGS. SUCH CIRCUMSTANCES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619). THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR DAMAGES RESULTING FROM THE FAILURE TO COMPLY WITH THIS REQUIREMENT. THE CONTRACTOR SHALL BRING ANY DISCREPANCIES IN PLAN, SITE CONDITIONS AND PRIOR WORK TO THE OWNER’S ATTENTION BEFORE ANY ADDITIONAL WORK IS PERFORMED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED–UP SET OF DESIGN DRAWINGS SHOWING “AS–BUILT” CONDITIONS. THESE “RECORD DRAWINGS” SHALL BE MADE AVAILABLE TO COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404–909–5619) UPON REQUEST. THE MARK–UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS. THE COST OF THE AS–BUILT DRAWINGS SHALL BE INCLUDED IN THE SUBMITTED BID.

**SPLOST 08
MARKET STREET
RESURFACING AND SIDEWALKS**

DRAWING DATE:

08/02/2021

REVISIONS:

0 20' 40' 80' 120'

SCALE: 1" = 30'



C3



SPLOST 08
MARKET STREET
RESURFACING AND SIDEWALKS

DRAWING DATE:

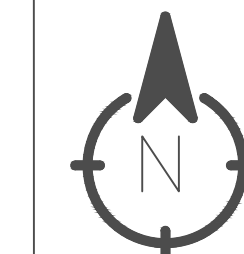
08/02/2021

REVISIONS:

1	08/04/2021 - ADD GUARDRAIL



SCALE: 1" = 40'

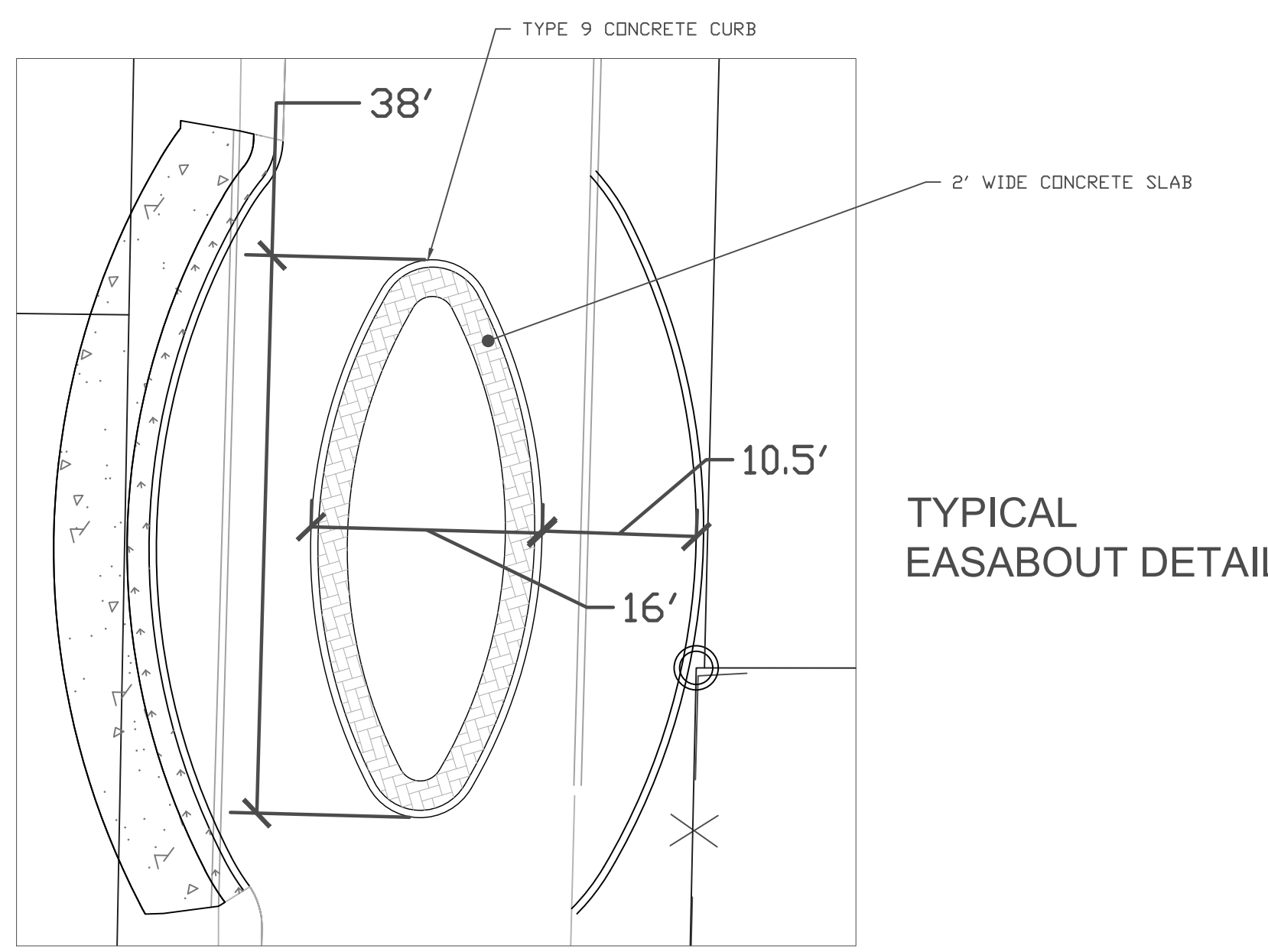
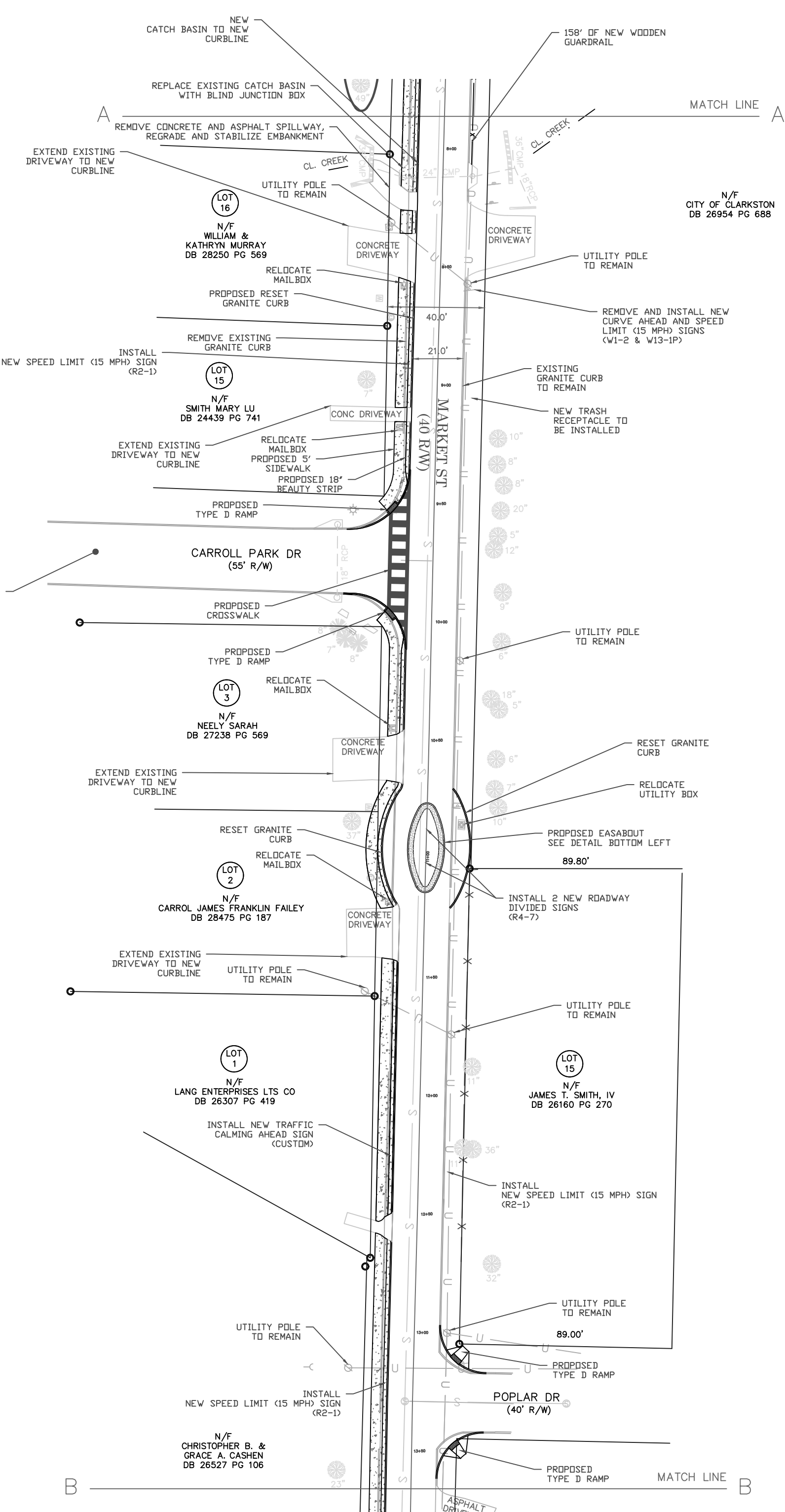
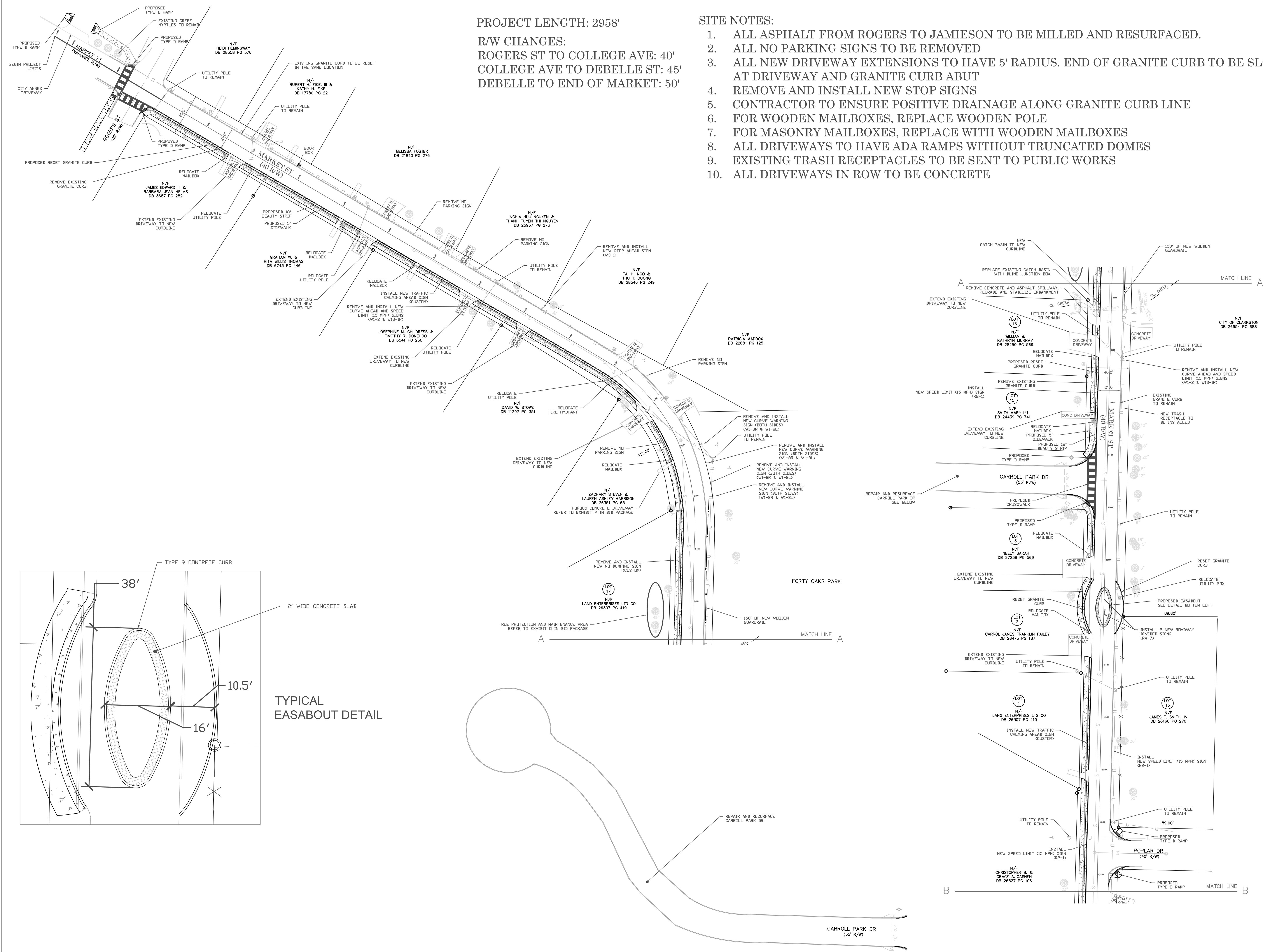


C1

PROJECT LENGTH: 2958'
R/W CHANGES:
ROGERS ST TO COLLEGE AVE: 40'
COLLEGE AVE TO DEBELLE ST: 45'
DEBELLE TO END OF MARKET: 50'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE





Addendum No. 2

Date of Addendum Issuance: August 23rd, 2021

Project: Market Street Sidewalks & Resurfacing – SPLOST 08

The following revised Exhibit J, “Bid Schedule”, shall replace the Bid Schedule in the bid package dated 8/2/2021.

EXHIBIT J
BID SCHEDULE

City of Clarkston; DeKalb County, GA.

SPLOST 08 – MARKET STREET RESURFACING & SIDEWALKS

Project Description: Provide all labor, materials, equipment and services for grading, demolition, resetting existing granite curb, new sidewalk, crosswalks, ADA ramps, guardrail, driveway reconstruction, milling and resurfacing for Market Street and milling & resurfacing of Carroll Park Drive and related tasks

Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS		
163-0232	TEMPORARY GRASSING	0.1	AC		
163-0240	MULCH	10	TN		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	100	LF		
171-0010	TEMPORARY SILT FENCE; TYPE A	100	LF		
210-0100	GRADING COMPLETE ¹	1	LS		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	745	TN		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	760	TN		
413-0750	TACK COAT; .10 GAL/SY	930	GAL		
430-0160	PLAIN CONCRETE PVMT, CL 1 CONC, 6 IN THK	20	SY		
432-0210	MILL ASPH CONC PVMT, 2.5 IN DEPTH	8,750	SY		
441-0016	DRIVEWAY CONCRETE, 6 IN TK W/ FIBER MESH ⁹	110	SY		
441-0104	CONC. SIDEWALK, 4 IN	1,675	SY		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	294	LF		
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	21	EA		
500-9999	CLASS B CONC. BASE (for granite curb reset)	200	CY		
611-5280	RESET GRANITE CURB	5,310	LF		
636-1036	HWY SGN, TP 1 MAT, REFL SH TP 11	123	SF		
636-2070	GALV STEEL POSTS, TP 8	324	LF		
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	200	LF		
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	1,775	LF		
668-5000	JUNCTION BOX	1	EA		
668-1100	CATCH BASIN, GP 1 (includes brick riser)	4	EA		
670-9730	RELOCATE WATER METER, INC BOX	2	EA		
NA	RELOCATE FIRE HYDRANT	2	EA		
NA	LANDSCAPE ³	1	LS	\$6,000.00	\$6,000
700-9300	SOD (Bermuda - Tifway 419)	550	SY		
702-9025	LANDSCAPE MULCH	200	SY		
754-4000	WASTE RECEPTACLE UNIT ⁸	5	EA		
754-5000	BENCH (4 ft) ⁸	3	EA		
NA	EASABOUT ²	4	EA		
NA	TREE MAINTENANCE Lot 7 - Market St) ⁴	1	LS		

NA	POROUS CONCRETE 6 IN. (driveway Lot 7) ⁵	14	SY		
NA	GUARDRAIL (wooden) ⁶	220	LF		
NA	CONTINGENCY ⁷	1	LS	\$25,000.00	
TOTAL					

ADD ALTERNATE
(must be completed with bid submittal)

641-1200	GUARDRAIL, TP W	158	LF		
641-5001	GUARDRAIL ANCHORAGE, TP 1	1	EA		
641-5012	GUARDRAIL ANCHORAGE, TP 12	1	EA		
NA	PAINT GUARDRAIL & POSTS	LS	LS		
TOTAL					\$

BID SCHEDULE ITEM DESCRIPTION & NOTATIONS

1. Grading complete includes all demolition (includes existing sidewalk, storm lines, pavement sawcutting, etc.), relocation of mailboxes and other structures and earthwork as well as tree removal (2 trees - 40" caliber total) and fine grading and earthwork at Lot 7 Driveway (3785 Market Street)
2. Easabout **unit price** for construction includes granite curb reset, inside roll-back curb, planting soil backfill (clean - per GDOT specifications), removal of existing asphalt within footprint of easabout and temporary grassing (no landscaping).
Refer to plan sheet for easabout details. Pavement sub-base under footprint of easabout shall be loosened to a min depth of 12 inches to improve soil permeability
3. City to specify landscaping materials and soil amendments to be used for easabout and roadside landscape areas. Contractor to provide quote
4. Refer to attached tree maintenance tasks for Lot 7 - contractor to obtain quotes from qualified tree service firms for city approval - See Exhibit O
5. Refer to Exhibit P. Provide City with mix design submittal for approval
6. Refer to Exhibit Q. Provide City with a mockup of one (1) section of rail for review and approval
7. City discretionary contingency
8. Refer to Exhibit R – benches and waste receptacle specifications
9. All areas of driveway reconstruction and/or extension shall be with 4000 PSI quick set concrete with fiber mesh.

BID SCHEDULE GENERAL NOTES

- (A) Carroll Park Drive - variable mill & inlay select locations (identified by the city) with 1.5 IN. 12.5 mm binder course and 1.25 IN 9.5 mm (135 LB/SY) surface course
- (B) Market Street - mill 2.5 inches with 1.5 IN. 12.5 mm binder course (165 LB/SY) and 1.5 IN. 9.5 mm surface course (165 LBS/SY) for total of 3 inches AC
- (C.) Granite curb reveal – min.7 in. (city direction)
- (D) Granite curb shall be tapered down at each driveway to where edge of granite curb abuts driveway at the same elevation
- (E) The Contractor shall be responsible for the cost of setting his own grades to ensure that his construction fits existing field conditions
- (F) Flaggers required to direct traffic on Market Street when one-lane is closed. Market St must be 2-way at the conclusion of each work day
- (G) Contractor responsible for all material testing. Testing required for asphalt and concrete per GDOT frequency and methods
- (H) For Add Alternate, guardrail and posts to be prepped for painting by thoroughly cleaning with lacquer thinner and vinegar and applying 2 coats of Sherwin Williams exterior paint - National Forest "brown" - to be approved by the city.

EXHIBIT J

**BID SCHEDULE
SPLOST 08
MARKET RESURFACING & STREET
SIDEWALKS**

In compliance with the Project Specifications and plans prepared by Collaborative Infrastructure Services, the undersigned offers and agrees that if this Bid, including the Bid Alternate, is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINT / TYPE NAME _____

TITLE _____

DBE % Proposed _____

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

End of Exhibit J.

CITY OF CLARKSTON

ITEM NO: G2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
APPROVE

MEETING DATE: September 7, 2021

SUBJECT: Approve the planting of a Memorial Tree at Friendship Forest

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu & Jamie
Carroll
PHONE NUMBER: 678.409.9683

PURPOSE:

To approve Memorial Tree planting at Friendship Forest

NEED/IMPACT

The City Council has received a request from the family of Blanche Hardy. They would like to honor Blanche Hardy's last wishes to have her cremated ashes buried and plant tree on top of it in her memorial in Clarkston where she grew up, if possible at a Public Park.

RECOMMENDATION(S):

Staff has no recommendations

CITY OF CLARKSTON

ITEM NO: G3

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve Funding

MEETING DATE: SEPTEMBER 7, 2021

SUBJECT: Approve an Additional American Rescue Plan Act of 2021 (ARPA) Funding Allocation for Vaccinations and Communications

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 404-296-6489

PURPOSE:

Approve additional American Rescue Plan Act of 2021 (ARPA) Funding for gift card incentives to encourage additional COVID-19 Vaccinations and any communications necessary to inform the public.

NEED/IMPACT:

On March 11, 2021, President Biden signed H.R. 1319, the American Rescue Plan Act of 2021 (ARPA), that includes comprehensive COVID-19 related relief totaling \$1.9 trillion, with \$65.1 billion for cities throughout the U.S. On July 27, 2021, Clarkston received its allocation totaling **\$2,359,557.50**. Recommended allocations reviewed/adopted by the City Council include:

Item	Description	Amount
Business Assistance	Provide rental assistances for Clarkston local businesses related to COVID-19. The assistance will cover rental or utility expenses, not to exceed 3 months or \$5,000. Applicants must meet requirements defined by the City Manager.	\$150,000.00
Rental Assistance	Provide rental assistances for Clarkston residents. Applicants must meet the same requirements and documentation used for the last COVID-19 distribution in 2020. The assistance will cover rental expenses not to exceed 3 months or \$3,000.	\$350,000.00
Mortgage Assistance	Provide mortgage assistances for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$3,000.	\$50,000.00
Utility Assistance	Provide Utility assistances for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$1,000.	\$50,000.00
Food Assistance	Distribution, etc	\$50,000.00
Payroll	10% hazard pay	\$250,000.00
Health	Medical, vaccines, incentivize-gift cards	\$75,000.00

PPE	gloves, sanitizer, masks	\$25,000.00
Equipment	signage, banners, safety	\$25,000.00
TECHNOLOGY	wifi, laptops, accessibility, council/court chambers	\$50,000.00
Total Allocation for the above funds are covered until the August Council Meeting. Any item that exceeds the approved amount prior to the August Council Meeting will require a council vote to increase the funding.		\$1,075,000.00
Allocation of remaining funding will be voted by the City Council before the end of 2021		\$990,736.4

Within the first month, the City used its \$10,000.00, allocation to provide \$50 gift cards to folks receiving a COVID-19 vaccination. Council is desirous to increase this allocation to \$50,000, with up to an additional \$20,000 in communications to entice people to be vaccinated.

CITY OF CLARKSTON
CLARKSTON CITY COUNCIL MEETING

ITEM NO: G4

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES
MEETING DATE: SEPTEMBER 7, 2021

ACTION TYPE:
Amend Agreement

SUBJECT: Approve Amendment to City Manager Employment Agreement

DEPARTMENT: City Attorney

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: STEPHEN QUINN
PHONE NUMBER: 404-680-1441

PURPOSE:

Amend City Manager Employment Agreement.

NEED/IMPACT:

City Attorney to present amended separation agreement between City and City Manager for Council approval.