



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, March 25, 2024 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE:** Alecia Washington, District 3 Councilmember
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**
 - a.** Approval of Meeting Minutes - Council Planning Retreat, February 23-25, 2024
 - b.** Approval of Meeting Minutes - City Council Meeting, February 26, 2024

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

- a. Public Hearing** - RZ 24-001 6039 Hillandale Drive - *Shawanna Qawiy, Director of Planning & Zoning*
- b. For Decision** - Ordinance for RZ 24-001 6039 Hillandale Drive - *Shawanna Qawiy, Planning & Zoning Director*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

- a.** Appointment of Charter Review Commission Members

XI. REPORTS & PRESENTATIONS

- a. Proclamation**, Attorney E. Noreen Banks-Ware - *Councilmember Tammy Grimes*

XII. OLD BUSINESS

- a. For Decision** - Ordinance for SLUP 23-009 3309 & 3313 Panola Road - *Shawanna Qawiy, Planning & Zoning Director*
- b. For Decision** - Allotted Time for Public Comments - *George Turner, Mayor Pro Tem*

XIII. NEW BUSINESS

- a. For Decision-** Browns Mill Aquatics Center Pool Maintenance Contract- *Sedrick Swan, Director of Parks and Recreation*
- b. For Decision** - Browns Mill Road & Covington Highway Sidewalk Construction Contract - *Hari Karikaran, City Engineer*
- c. For Decision** - Intersection Improvement Concept Design Contract - *Hari Karikaran, City Engineer*
- d. For Decision** - Panola Road at I-20 Bridgescape GDOT Memorandum of Agreement - *Hari Karikaran, City Engineer*
- e. For Decision** - Panola Shoals Contract Recommendation - *Gia Scruggs, City Manager*

f. **For Decision** - Resolution Declaring the Results of November Election - *George Turner, Mayor Pro Tem*

g. **For Decision** - Resolution Authorizing the Commencement of Validation Proceeding for General Obligation Bonds - *George Turner, Mayor Pro Tem*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVIII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

CITY COUNCIL PLANNING RETREAT

8000 Capps Ferry Road, Douglasville, Georgia 30134

Saturday, February 24, 2024 and Sunday, February 25, 2024

MEETING MINUTES

Saturday, February 24, 2024 @ 9:00am

- Agenda Overview & Ice Breaker

The meeting began at 9:03am with an introduction by Pam Helton and Terrell Jacobs of GMA. There was a review of the agenda, as well as the mission, which is to help improve the community. There were introductions, an ice breaker and check in of where we are now.

Attendees were Mayor Jazzmin Cobble, Mayor Pro Tem George Turner, Councilmember Tara Graves, Councilmember Terry Fye, Councilmember Alecia Washington, and Councilmember Tammy Grimes.

- Charter Review Process Overview

There was a review of the City's Charter by City Attorney Denmark. The Charter Commission makes recommendations for amendments to the General Assembly. Stonecrest will get on the next legislative calendar for charter amendments.

- Year in Review

City Manager Scruggs spoke on the number of items on the meeting agendas, as well as the length of council meetings, which is contributed to the ask of staff by council, important information, as well as comp plan recommendations. It was noted that Planning Commission items are moved to the council meetings.

- Strategic Plan Goals Update

There was a discussion of strategic plan goals including the Economic Development Master Plan, Parks and Recreation Master Plan, transportation improvements, internal operations and future development.

- Public Safety Discussion

There was a discussion of public safety, including a Public Safety Advisory Committee and a new Public Safety Liaison position. Stonecrest currently pays the county public safety tax for eight services. There is also monies designated from ARPA funds for police augmentation.

- Public Works Discussion

There was discussion about goals and an update on action items. Public Works currently covers roads, right of way maintenance, drainage and storm water, and are provided by DeKalb County. There was discussion of a stormwater maintenance plan, which would lay out issues. Council will review the Public Works study and can submit questions to the City Clerk's office by March 25th.

- Adjournment

Sunday, February 25, 2024 @ 9:00am

- Roles & Responsibilities of City Officials & Staff

Terrell Jacobs opened the meeting by reviewing the Mayor, Council, City Manager, and staff roles and responsibilities. Discussion was held on performance evaluations and expectations of staff. The personnel policy was discussed, and Gia reported the personnel policy is currently going through a revision. All policies are reviewed periodically to make sure policies comply and reflect the process of the city.

Council expressed concern with the new process of receiving reimbursement checks aligning with the monthly payroll and the importance of vendors getting paid in a timely manner. Discussion was held on the reasons for the change and the City Manager will provide council with the IRS information and policy that governs the decision. The City Manager assured council that protocols are in place for processing accounts payable checks and will soon improve by the ACH functionality in the new accounting system. Council requested a checklist be created to give to vendors with the information needed and payment terms.

- Goals and Work Plan for the Future

Councilmember Grimes asked if it was possible to have an email list of constituents in her district. Contacting the county registrar and obtaining a voter registration list was suggested to begin building this database. Gia explained that the city is trying to build a database through registrations from parks and recreation programs and once the new website is available, it will have an app associated with it to obtain contact information.

Council discussed agenda packet information which is submitted before each meeting. It was suggested that on P&Z items instead of copying each page as an attachment to include the link from the P&Z meeting which would take you to the information on the website. After much discussion on the lengthy agenda packets, the council feels the permit applicant should receive a checklist of items needed before submitting the application to the city. The checklist should include the dates of the P&Z meeting and the Council Meeting so the applicant will be aware of submittal deadlines.

The council suggested a policy be developed outlining the agenda packet content so everyone will be aware of where the information will be posted. Mayor and Council agreed to plan for another retreat in June, before the GMA Convention, as a follow up meeting.

- Adjournment

The meeting adjourned at 12:45pm.



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, February 26, 2024 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting was called to order at 6:16pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Councilmember Terry Fye arriving at 8:52pm and Councilmember Tammy Grimes being excused.

III. INVOCATION: Rob Turner, former Councilmember

IV. PLEDGE OF ALLEGIANCE: Alecia Washington, District 3 Councilmember

V. APPROVAL OF THE AGENDA

Motion – made by Mayor Pro Tem George Turner to move Reports & Presentations before Public Hearings. Seconded by Councilmember Tara Graves.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - Special Called Meeting, January 2, 2024

Motion – made by Councilmember Tara Graves to approve the meeting minutes from the Special Called Meeting, held on January 2, 2024. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

- b. Approval of Meeting Minutes - Special Called Meeting, January 8, 2024

Motion – made by Councilmember Tara Graves to approve the meeting minutes from the Special Called Meeting, held on January 8, 2024. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

- c. Approval of Meeting Minutes - City Council Meeting, January 22, 2024

Motion – made by Councilmember Alecia Washington to approve the meeting minutes from the City Council Meeting, held on January 22, 2024. Seconded by Councilmember Tara Graves.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

VII. PUBLIC COMMENTS

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All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

Faye Coffield - Attended Rhonda Day at the National Harbor in Prince Georgia County and would like the Mayor and Council to look at the Harbor and surrounding area. Ms. Coffield has concerns about SLUP 23-009 and asks that the council defer it until it can have another public hearing and that the public be allowed to comment on what is being proposed.

Malakia Wells – Thanked the council for including the extension of time allotted for public comments on the February work session agenda and asked that they consider the equity of voice and servant leadership. She asks that the council vote in favor of extending public comment time from two to three minutes per meeting and that public comments are included on all public meeting agendas where the council meets in its governing capacity.

Mirelle Wells – Asked that council put effort into the mindful development of Stonecrest, stating that Stonecrest needs effort from its people, its government, and its neighbors. Ms. Wells suggested that the city emulate the example of more established cities. She also stated we need transparency in communication and involvement from our leaders in addressing concerns and desires by utilizing social media and suggests council make a video or host a live stream so that citizens can ask questions or send out surveys.

Lewis Anderson - Mr. Anderson endorsed comments made by Faye Coffield regarding SLUP 23-009 and stated it is the opinion of the Hilson Head Homeowners' Association that the process prescribed in the ordinance has not been followed. Mr. Anderson stated concerns regarding the agenda packet and the need for proofreading.

Brenda Ausberry via Email – Mrs. Ausberry is a resident of District One. She attended the Pink Lemonade Day Party at the New Black Wall Street Market on February 14, 2024 and thoroughly enjoyed the performance by the band, stating the event was well attended. She thanked the council for sponsoring the event for the Stonecrest Community.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - RZ 23-013 3580 Evans Mill Road - Shawanna Qawiy, Director of Planning & Zoning

Presentation by Director Qawiy stating the applicant, Heather Loveless, is seeking to rezone the parcel to redevelop 60 single family detached homes. There was a review of the facts and background, future land use/character area, zoning map, overlay district map, aerial map, and proposed site plan submitted by the applicant. Staff along with the Planning Commission are recommending denial of the zoning request.

Motion – made by Councilmember Tara Graves to open public hearing for RZ 23-013 3580 Evans Mill Road. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

In Favor

Heather Loveless, applicant

Charles Loveless

Sandra Jackson

In Opposition

Faye Coffield

Virginia Pierce-Kelly

Lewis Anderson

Dave Marcus

Motion – made by Councilmember Tara Graves to close public hearing for RZ 23-013 3580 Evans Mill Road. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

b. For Decision - Ordinance for RZ 23-013 3580 Evans Mill Road - Shawanna Qawiy, Director of Planning & Zoning

The applicant is requesting to change the rezoning from R-100 to R-60. There will be 60 units if approved to be rezoned to R-60. The applicant would like to withdraw the application and remain, as well as develop at R-100. Director Qawiy stated the request must be received in writing. City Attorney Thompson suggested having the withdrawal voted on by council with or without prejudice.

Motion –made by Mayor Pro Tem George Turner to accept the withdrawal without prejudice for RZ 23-013 3580 Evans Mill Road. Seconded by Councilmember Tara Graves
Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

c. Public Hearing - SLUP 23-015 3153 Pequea Drive - *Shawanna Qawiy, Director of Planning and Zoning*

Presentation by Director Qawiy, stating the applicant Tajma Washington DBA The Gardens of Stonecrest, LLC, is seeking a SLUP to operate an assisted living facility. There was a review of the facts and background, future land use/character area, zoning map, site photos, and floor plan. Staff recommended approval with six conditions as listed in the packet, as well as an additional condition added from the Planning Commission, for a total of seven conditions.

Motion – made by Councilmember Tara Graves to open public hearing for SLUP 23-015 3153 Pequea Drive. Seconded by Councilmember Alecia Washington.
Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

In Favor

Tajma Washington, applicant

In Opposition

Priscilla Simon

Jennifer Capers

The applicant stated all residents will receive comprehensive care and support, assistance with grocery shopping, and the option for meals. The home is split level and the applicant and spouse, who is an LPN, will live in the home.

Motion – made by Councilmember Tara Graves to close public hearing for RZ 23-013 3580 Evans Mill Road. Seconded by Councilmember Alecia Washington.
Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

d. For Decision - Ordinance for SLUP 23-015 3153 Pequea Drive - *Shawanna Qawiy, Director of Planning & Zoning*

There was confirmation on the number of bedrooms, which is four. The max is four residents, and it was stated the master bedroom is upstairs and holds two beds. The hours of operation are 9am-5pm and residents will live in the home 24 hrs. There is a staff of three nurses, with rotating shifts and there will be a supervisor present around the clock. It was also noted that the state certifies PCH’s, including the level of supervision needed, and the city is handling the zoning application. All PCH’s in Stonecrest are required to go

through a SLUP and if the applicant vacates the property, the new owners cannot use the property in the same use without applying for a SLUP under the new owners' name. There was clarification on the difference between a Personal Care Home and Assisted Living Facility.

The preamble was read by the City Clerk.

Motion – made by Councilmember Alecia Washington to approve SLUP 23-015 3153 Pequea Drive with stated conditions. Seconded by Councilmember Tara Graves.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

e. Public Hearing - RZ 23-006 7467 Covington Highway - *Shawanna Qawiy, Director of Planning & Zoning*

Presentation by Director Qawiy stating the applicant, Floyd Sullivan, is seeking to rezone the subject property from R-75 to C-1. There was a review of the facts and background, zoning map, future land use/character area, site photos, submitted site plan, and floor plan. Staff recommended approval with conditions as stated in the packet.

Motion – made by Councilmember Tara Graves to open public hearing for RZ 23-006 7467 Covington Highway. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

In Favor

Floyd Sullivan, applicant

In Opposition

None

Motion – made by Councilmember Tara Graves to close public hearing for RZ 23-006 7467 Covington Highway. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

f. For Decision - Ordinance for RZ 23-006 7467 Covington Highway - *Shawanna Qawiy, Director of Planning & Zoning*

The applicant is currently operating the business at the application address and is seeking to rezone to regulate the business and get a City of Stonecrest business license. He also has concerns about some of the conditions, such as trees and a sidewalk. It was noted the conditions placed on the property during the review were made by the City Engineer. The applicant is currently operating a business without a business license. This approval will allow the applicant to come into compliance in several categories.

The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves to approve RZ 23-006 7467 Covington Highway with stated conditions. Seconded by Councilmember Tara Graves.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

Mayor Pro Tem George Turner recognized the Mayor and three Councilmembers for completing training with GMA and Carl Vinson Institute, reaching a milestone and accomplishing the anticipated hours of training. Mayor Cobble, Councilmember Grimes, Councilmember Graves, and Councilmember Washington received recognition.

a. Appointment of Charter Review Commission Members

Presentation by Mayor Pro Tem George Turner stating that all appointments for the Charter Review Commission have been completed with the exception of two members from the General Assembly, one appointment from the House and one from the Senate. This item will appear on the next council meeting agenda.

XI. REPORTS & PRESENTATIONS

a. **Proclamation**, Mayor's Reading Club - *Mayor Jazzmin Cobble*

This proclamation was to acknowledge the Mayor's Reading Club Day in the City of Stonecrest, partnering with Georgia's City Solutions and Georgia Municipal Association.

b. **Proclamation**, Barry Collier - *Mayor Pro Tem George Turner*

Council acknowledged Barry Collier, a 30 plus year resident who was a revered member of Stonecrest and the cycling community.

c. **Proclamation**, Rob Turner - *Mayor Pro Tem George Turner*

The Mayor and City Council recognized former Councilmember Rob Turner, the first to serve as City Council Representative of District 2, and for more than six years of service as councilmember with the City of Stonecrest.

XII. OLD BUSINESS

a. **For Decision** - Ordinance for Committee Assignment Responsibilities - *George Turner, Mayor Pro Tem*

Presentation by Mayor Pro Tem George Turner stating that this item was discussed in the February Work Session and the Charter explains which body will make appointments.

The preamble was read by the City Clerk.

Motion – made by Mayor Pro Tem George Turner to approve the Ordinance for Committee Assignment Responsibilities. Seconded by Councilmember Tara Graves.
Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

b. For Decision - Ordinance for SLUP 23-009 3309 and 3313 Panola Road - *Shawanna Qawiy, Director of Planning & Zoning*

Presentation by Director Qawiy, stating the applicant, Darryl Johnson of JDM Consultants, LLC on behalf of CCC Christ Gospel Parish is seeking a SLUP to construct a place of worship. There was review of the facts and background, zoning map, future land use/character area, aerial map, submitted site plan, submitted renderings and elevations, revised submitted site plan, and revised overall site plan.

The applicant submitted a traffic study and reduced the square footage to 10,500 square feet, reducing the seats from 300 to 150. The applicant submitted all requested additional information. The sanctuary size reduced, the green space did not impact the parking but satisfies the buffer requirement, there is a stormwater facility in the rear of the property, and it does meet height and zoning requirements with the steeple being the highest point. Lewis Anderson stated that residents to the north of said property are in opposition to the construction of this development.

Motion – made by Councilmember Alecia Washington to deny the ordinance for SLUP 23-009 3309 and 3313 Panola Road. Seconded by Councilmember Tara Graves.

Motion failed 2-1 with Mayor Pro Tem George Turner voting Nay, Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

c. For Decision - Ordinance for TMOD 23-004 Food Trucks/Vending, 2nd Read - *Shawanna Qawiy, Director of Planning & Zoning*

Presentation by Director Qawiy, giving a review of the facts and background, amendments to Chapter 15, amendments to Article 2, proposed amendment, amendment to Appendix A, schedule of fees breakdown and fees justification. Staff recommended approval with the Planning Commission recommending approval with the following amendment: 1. To add reference to mobile BBQ pits, mobile stove, etc.

The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves to approve TMOD 23-004 Food Trucks/Vending, 2nd Read, with stated updates. Seconded by Councilmember Alecia Washington.

Motion passed 3-0 with Councilmember Terry Fye being absent and Councilmember Tammy Grimes being excused.

d. For Decision - Ordinance for TMOD 23-007 Micro Home Community (MHC) - *Shawanna Qawiy, Director of Planning & Zoning*

Presentation by Director Qawiy, stating this is a city-wide request for an amendment. There was a review of the facts and background, overlay district map and proposed amendment. Staff and Planning Commission recommends approval with conditions as stated in the packet. There was clarity on where the homes would be allowed, as shown on the overlay district maps. This provision will allow the construction of micro homes in particular zoning districts in the city along with the applicants going through the SLUP process for approval.

The preamble was read by the City Clerk.

Motion – made by Councilmember Terry Fye to approve TMOD 23-007 Micro Home Community (MHC). Seconded by Councilmember Alecia Washington.

Motion passed 3-2 with Councilmembers Tara Graves and Alecia Washington voting Nay, Mayor Jazzmin Cobble as the tiebreaker, voting Yay and Councilmember Tammy Grimes being excused.

XIII. NEW BUSINESS

- a. For Discussion** - Stonecrest Economic Development Strategic Plan Advisory Committee Report - *Christian Green, Economic Development Director & Dave Marcus, Representative of the Stonecrest Economic Development Plan Advisory Committee*

Director Green introduced the presenter, Mr. Thad Mayfield, Chair of the Economic Development Plan Advisory Committee. Mr. Mayfield gave a review of the Economic Development Plan Advisory Committee process and its focus. He stated the committee was formed to ensure the views of the residents, businesses, subject matters experts, stakeholders, as well as to be a sounding board to city staff. Mr. Mayfield recognized the committee members in their absence and stated the focus is to leverage the capabilities of the committee. He also spoke of five suggested areas that need improvement; 1. External and Internal Collaboration Opportunities 2. Additional development focuses 3. Leveraging natural assets 4. Removal of Barriers to Development 5. CID.

- b. For Decision** - Stonecrest Economic Development Strategic Plan - *Christian Green, Economic Development Director*

Presentation by Director Green, stating the consultant has submitted the plan, and the committee has submitted their report for review. Mr. Green shared the committee's recommendations and the appendix to the strategic plan. There are multiple opportunities for small businesses in this plan such as: Small Business Retention Expansion, Small Business Training in May 2024, Tourism Think Tank on March 7th at City Hall and working with higher education and K-12 grades to focus on entrepreneurial segments before and after school.

Motion – made by Councilmember Terry Fye to approve the Stonecrest Economic Development Strategic Plan. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

- c. For Discussion** - City Hall Renovations Vendor Recommendation - *Gia Scruggs, City Manager*

Presentation by City Manager Scruggs, mentioning the previously renovated suites 125 & 250 to accommodate city staff and council. Suite 190 was not included in those renovations and since then, the area adjacent to the Council Chambers has become vacant and we would like to utilize that area for Municipal Courts. This area will also function as an overflow for council meetings. There will be an enhancement in video production for the council chambers and the state contractors have provided estimates for renovations and construction for the council chambers, wellness area and hallway outside of council chambers. Once the design work is completed, we will come back before council to

receive funding for the construction of the design work and supplemental requests. The total cost for expenditures is \$368,956.19. The funding would come from Professional Services – Facilities and would come from previous years’ balances. City Manager Scruggs mentioned she has asked the Parks Department to plant the mammoth sunflower in front of the building.

Motion – made by Mayor Pro Tem George Turner to approve the City Hall Renovations Vendor Recommendation. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

d. For Decision - Statewide Mutual Aid Agreement (SWMAA) - Gia Scruggs, City Manager

Presentation by City Manager Scruggs, stating this is an agreement with GEMA, the Georgia Emergency Management Act. This agreement allows the city to receive resources in case of emergencies or get reimbursed if there is a declared emergency. Types of emergencies include natural disasters, technology disasters, human caused disasters and civil emergencies. In the event of a disaster, Browns Mill Recreation has been declared an emergency facility. DEMA, the DeKalb Emergency Management Agency, is under the state and we have an agreement with them to help with immediate emergencies. This is for statewide aid, and we will contract with GEMA.

Motion – made by Councilmember Terry Fye to approve the Statewide Mutual Aid Agreement (SWMAA). Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

e. For Decision - FY 2024 Meeting Calendar Update - George Turner, Mayor Pro Tem

Presentation by Mayor Pro Tem George Turner, giving a review of updates needed to the FY2024 City Council meeting calendar. The following adjustments are needed: May 27, 2024 meeting to be held on May 28, 2024, June 24, 2024 meeting to be held on June 26, 2024, November 11, 2024 meeting to be held on November 12, 2024 and the December 9th and 23rd 2024 meetings to be held on December 16, 2024.

Motion – made by Councilmember Tara Graves to approve the FY 2024 Meeting Calendar Update. Seconded by Councilmember Alecia Washington.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

XIV. CITY ATTORNEY COMMENTS

No comments

XV. CITY MANAGER UPDATE

The 2nd Citizens Academy is approaching with 9 spots currently open. Tomorrow is the last day to register and the dates for the academy are March 12, 2024 through April 22, 2024. Encouraging all citizens to attend the scheduled Comprehensive Plan meetings.

XVI. MAYOR AND COUNCIL COMMENTS

District 1 – **Councilmember Tara Graves** – No Comment

District 2 – **Councilmember Terry Fye** – Great meeting today with DKPD regarding safety. Thank you to DKPD and everyone who provided suggestions and comments. He will be going on a ride along with Code Enforcement next Saturday.

District 3 – **Councilmember Alecia Washington** – March 23rd will be the first town hall at City Hall from 3pm-5pm. Thanks to everyone who participated in the Senior event on February 14th. I love my constituents in District 3.

District 5 – **Councilmember Tammy Grimes** - Excused

Mayor Cobble – We had a wonderful City of Stonecrest Valentines breakfast. Take a moment to hangout with the Parks & Rec team, at the Browns Mill Rec Center. The Mayors Reading Club will begin March 1st at Stoneview Elementary School. We will be reading a series of books that help students learn more about local government. A Parks & Rec program will be held March 4th and March 6th with guitar lessons. Guitars will be available for use. Solo lessons will begin on March 11th for a cost. The first Mayors Briefing will be held on March 8th, and will be held monthly, with calendar dates posted on the city’s website. Stay connected with your city council members and when they have town hall meetings, please join them. Stonecrest proud!

District 4 – **Mayor Pro Tem George Turner** – District 4 will have a town hall in March. Council is aware of the problem with trash and is talking with the property owners. Please contact me if you have items for the town hall meetings.

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

Motion – made by Councilmember Terry Fye to go into Executive Session for Litigation and Real Estate. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Terry Fye to exit Executive Session and return to the regular scheduled council meeting. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Terry Fye to approve the minutes from the Executive Session. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Mayor Pro Tem George Turner to approve adding items to the agenda. Seconded by Councilmember Terry Fye.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Tara Graves to add two Real Estate items to the agenda, 3000 Fairington Parkway and real estate matter number two. Seconded by Councilmember Terry Fye.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Tara Graves moving that the City Attorney prepare and the Mayor execute a Purchase and Sales agreement for all documents related thereto for the acquisition of 3000 Fairington Parkway, in the amount of \$275,000. Seconded by Councilmember Alecia Washington.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Terry Fye to defer the easement off Fairington Parkway. Seconded by Councilmember Tara Graves.

Motion failed 2-2 with Councilmember Alecia Washington and Mayor Pro Tem George Turner voting Nay, Mayor Jazzmin Cobble as the tiebreaker voting Nay and Councilmember Tammy Grimes being excused.

Motion – made by Councilmember Tara Graves to approve the easement off Fairington Parkway. Seconded by Councilmember Alecia Washington.

Motion failed 3-2 with Councilmember Terry Fye and Mayor Pro Tem George Turner voting Nay, Mayor Jazzmin Cobble as the tiebreaker, voting Nay and Councilmember Tammy Grimes being excused.

Motion – made by Mayor Pro Tem George Turner to deny the easement access off Fairington Parkway. Seconded by Councilmember Terry Fye.

Motion passed 3-2 with Councilmember Terry Fye and Mayor Pro Tem George Turner voting Nay, Mayor Jazzmin Cobble as the tiebreaker, voting Yay and Councilmember Tammy Grimes being excused.

XVIII. ADJOURNMENT

Motion – made by Councilmember Terry Fye to adjourn the City Council Meeting. Seconded by Councilmember Tara Graves.

Motion passed 4-0 with Councilmember Tammy Grimes being excused.

The meeting was adjourned at 10:58pm.

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 24-001 6039 Hillandale Drive

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Tre'Jon Singletary, Senior Planner of Planning and Zoning

PRESENTER: Shawanna Qawiy, Director Planning and Zoning

PURPOSE: Helen Simpson of Lowe Engineers on the behalf of the owner is requesting to rezone to R-100 (Residential Medium Lot).

FACTS: The property located at 6039 Hillandale Drive is currently zoned M (Light Industrial). Property is currently undeveloped and approximately 5.49 acres of land.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Staff Report
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



REZONING ANALYSIS

Prepared By: Tre’Jon Singletary, Senior Planner

Petition Number: RZ 24-001

Applicant: John Link
6201 Hillandale Drive
Lithonia, GA 30058
klink@memorialplaninc.com

Property Owner: John Link
6201 Hillandale Drive
Lithonia, GA 30058
klink@memorialplaninc.com

Project Location: 6039 Hillandale Drive (Parcel ID 16 088 02 002)

District: 2 – Councilperson Terry Fye

Acreage: +/- 5.21 acres

Existing Zoning: M (Light Industrial) District

Proposed Zoning: R-100 (Residential Medium Lot) District

Overlay: Stonecrest Overlay Tier 6

Future Land Use: City Center (CC)

Proposed Development/Request: The applicant is requesting to rezone the parcel from M-Light Industrial to R-100- Residential Medium Lot.

CPIM: February 8, 2024

Planning Commission: March 5, 2024

Mayor & City Council: March 25, 2024

Sign Posted/ Legal Ad(s) submitted: January 24, 2024

Staff Recommendations: **APPROVAL WITH CONDITIONS**

Planning Commission: **APPROVAL**

Location

The subject property is located at 6039 Hillandale Drive, Stonecrest, GA 30058. The property currently has one (1) access point on Hillandale Drive. Hillandale Drive is classified as a collector road.

The property abuts M (Light Industrial) zoning district to the west and R-100 (Residential Medium Lot) zoning district to the east.

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	R-100 (Residential Med Lot) District	Residential (Detached Single Family Home)
Adjacent: West	M (Light Industrial) District	Creative Kids Childcare Center Inc
Adjacent: East	R-100 (Residential Med Lot) District	Cemetery
Adjacent: South	-	Interstate 20

Background

The subject property zoning classification is M- Light Industrial.

The property is undeveloped land and wooded with no display of any floodway nor floodplain on the subject property. According to the applicant there is an existing creek that bisects the property limiting development. With the limited Hillandale Road frontage and the 150-ft state water buffers, development on this property will be limited. The 75' required buffer are provided on both sides of the property and will remain to protect the creek.

An existing cemetery adjacent to the property is currently shown within the City Center Character Area.

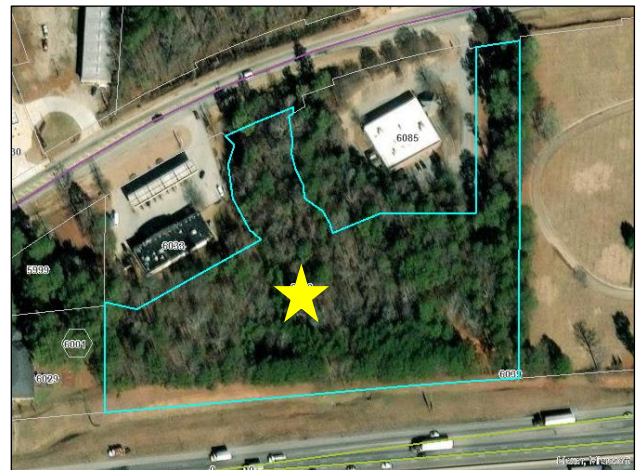
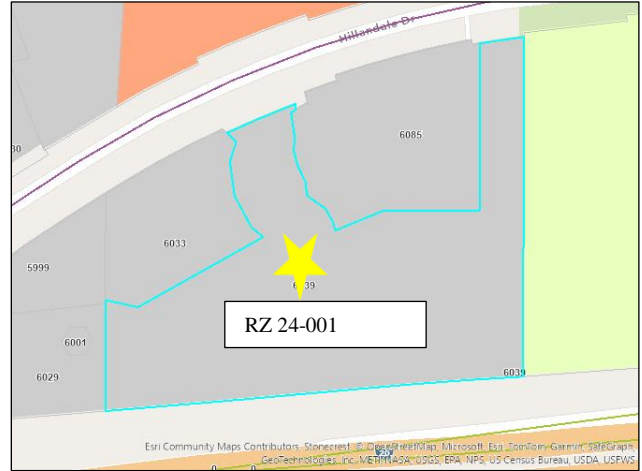
Traffic

The development plan will determine the impact that traffic will have on Hillandale Drive for a proposed development and surrounding properties.

Water/Sewer/Drainage

There will be storm water runoff for any development on this parcel. A review by DeKalb County Watershed Department and the City Engineer will determine the extent of the connections, sewer and drainage for this development and proper detention on the property.

PROJECT OVERVIEW



According to [Division 5, Section 2.5.1](#), the purpose and intent of the city council in establishing R-100 is to provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet; to provide for compatible infill development in neighborhoods.

According to [Division 5, Section 3.5.3.](#), The purpose and intent of the city council in establishing the Stonecrest Area Compatible Use Zone Overlay District is to preserve, protect and enhance existing and proposed open space networks that are adjacent to or within the Stonecrest Area.



- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

Sec. 2.5.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the R-100 (Residential Medium Lot-100) District is as follows:

- A. To provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet;
- B. To provide for compatible infill development in neighborhoods;
- C. To provide "For Sale", Single family detached residential subdivisions and For Sale Communities;
- D. To provide flexibility in design on the interior of new development while protecting surrounding development;
- E. To ensure that the uses and structures authorized in the R-100 (Residential Medium Lot-100) District are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood;
- F. To provide for appropriately sized accessible and useable open space in new developments for health, recreational and social opportunities for city residents; and
- G. To implement the future development map of the city's comprehensive plan.

(Ord. of 8-2-2017, § 1(2.5.1); Ord. No. 2022-10-03 , § 2(Exh. A), 10-24-2022)

DIVISION 5. STONECREST AREA OVERLAY DISTRICT

Sec. 3.5.3. Statement of purpose and intent.

The purpose and intent of the city council in establishing the Stonecrest Area Compatible Use Zone Overlay District is as follows:

- A. To preserve, protect and enhance existing and proposed open space networks that are adjacent to or within the Stonecrest Area;
- B. To enhance the long term economic viability of this portion of City of Stonecrest by encouraging new commercial and residential developments that increase the tax base and provide jobs to the citizens of City of Stonecrest;
- C. To implement the policies and objectives of the comprehensive plan and the policies and objectives of the design guidelines for the Stonecrest Overlay District;
- D. To establish and maintain a balanced relationship between industrial, commercial, and residential growth to ensure a stable and healthy tax base in City of Stonecrest;
- E. To provide a balanced distribution of regional and community commercial and mixed- use office centers;
- F. To support high density housing in office and mixed-use centers which have the appropriate location, access, and infrastructure to accommodate it;
- G. To encourage mixed-use developments that meet the goals and objectives of the Atlanta regional commission's smart growth and livable centers initiatives;
- H. To allow flexibility in development standards in order to encourage the design of innovative development projects that set high standards for landscaping, greenspace, urban design, and public amenities;
- I. To encourage an efficient land use and development plan by forming a live-work-play environment that offers employees and residents the opportunity to fulfill their daily activities with minimal use of single-occupant automobiles;
- J. To allow and encourage development densities and land use intensities that are capable of making productive use of alternative transportation modes such as bus transit, rail transit, ridesharing, bicycling and walking;
- K. To focus and encourage formation of a well-designed, pedestrian-friendly activity centers with high-density commercial and residential development that increases vitality and choices in living environments for the citizens of the City of Stonecrest;
- L. To protect established residential areas from encroachment of uses which are either incompatible or unduly cause adverse impacts on such communities;
- M. To protect the health, safety and welfare of the citizens of the City of Stonecrest;
- N. To promote uniform and visually aesthetic architectural features which serve to unify the distinctive visual quality of the Stonecrest Area Overlay District.

(Ord. of 8-2-2017, § 1(3.5.3); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

COMPREHENSIVE PLAN ELEMENTS

LAND USE

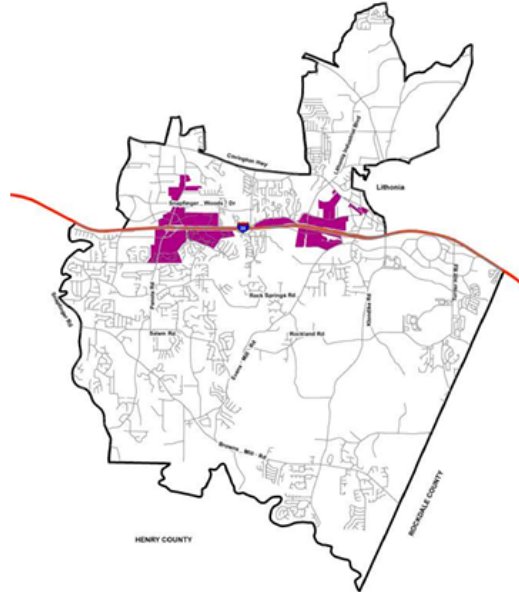
City Center (CC)

The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage.

The areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre.

City Center Character Area Locations

- Chupp Road
- Hilldale Road
- Fairington Road
- Panola Road and I-20
- Stewart Lake Court



City Center (CC)



Building Community, Culture & Commerce For Now and Into The Future!

152

RZ 24-001

ADDRESS: **6039 Hillandale Drive**

CURRENT ZONING: **M (Light Industrial) District**

OVERLAY: **Stonecrest Tier 6**

FUTURE LAND USE: **City Center (CC)**

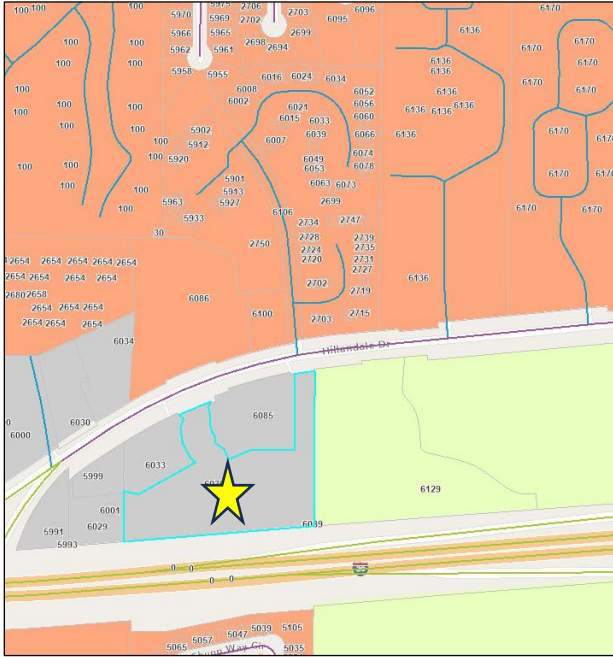


Subject Property

Aerial Map



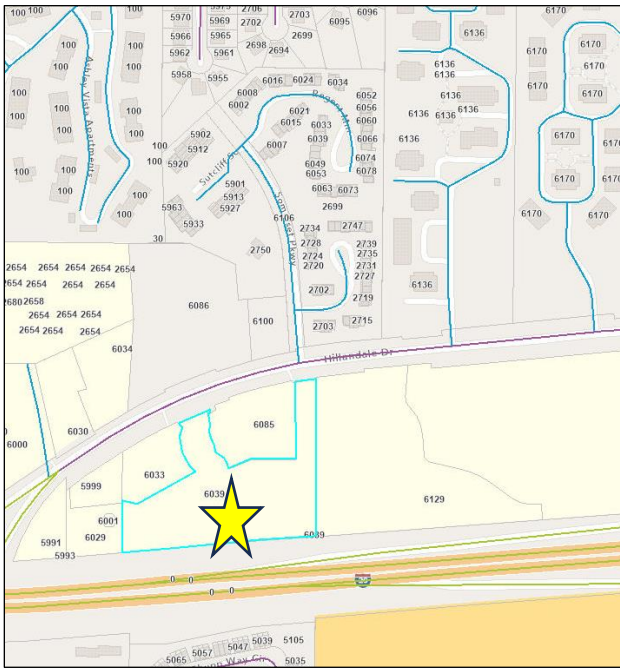
Zoning Map



Legend

- M - Light Industrial
- R-100 - Residential Med Lot
- MR-1 - Med Density Residential

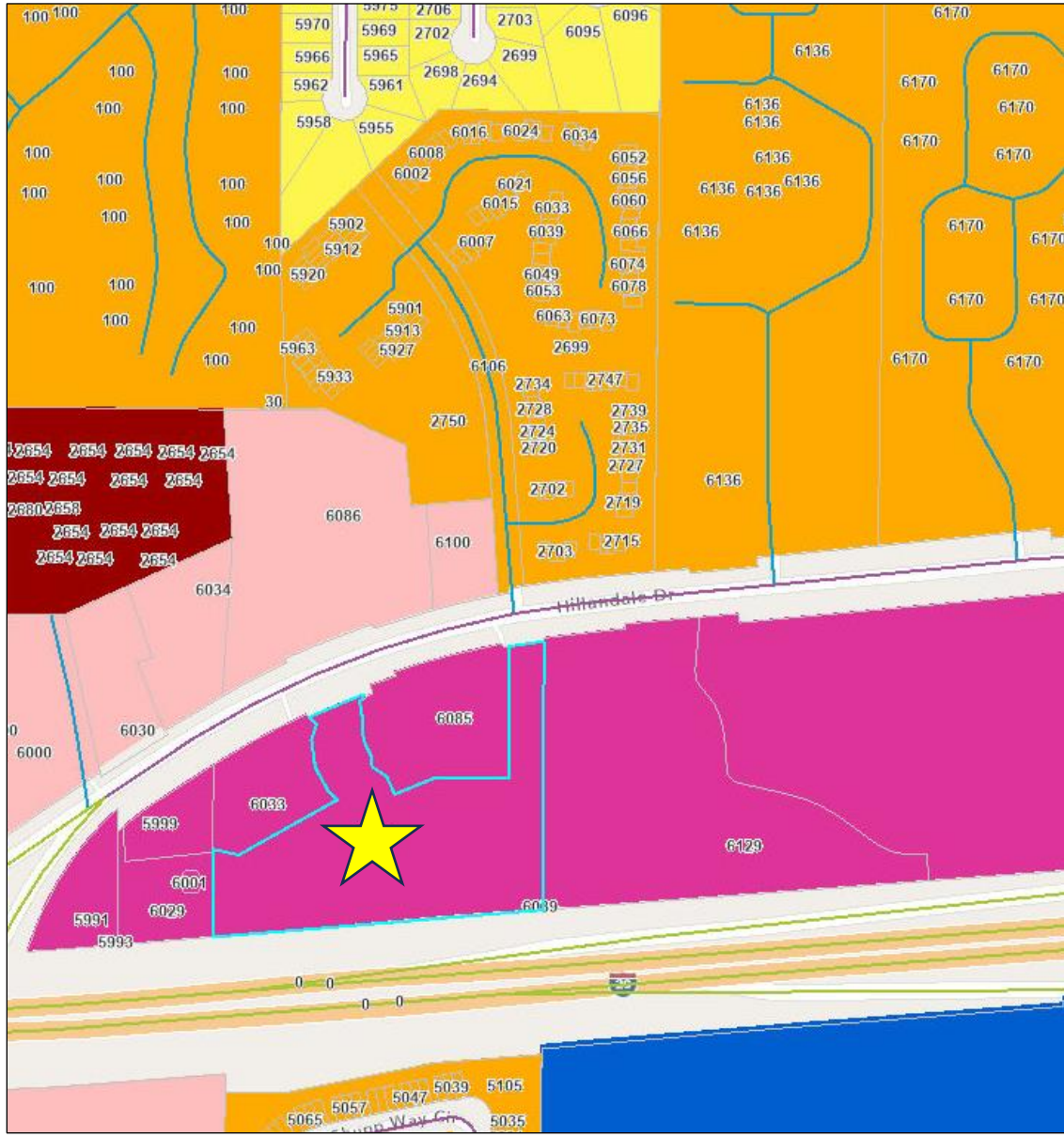
Over lay Map



Legend

- STONECREST OVD TIER 4
- STONECREST OVD TIER 6 - VIEWSHED

Future Land Use Map



Legend

- | | |
|--|--|
| City Center | Office Professional |
| Institutional | Suburban |
| Neighborhood Center | Urban Neighborhood |

STANDARDS OF REZONING REVIEW

[Section 7.3.5](#) of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.

- **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

The subject property is located within the City Center character area of the Stonecrest Comprehensive Plan. The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities to reduce automobile travel, promote walkability and increase transit usage.

The proposed zoning is in an area that is primarily medium density residential. The rezoning request does not align with the permitted zoning districts listed for City Center Future Land Use Destination.

- **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

The proposed change in zoning will permit a use that would be suitable in the view and development of the nearby and adjacent properties. The R-100 Zoning classification would align with abutting properties.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The property is currently zoned M-Light Industrial, which does not permit the development of detached single-family homes, or any other uses permitted in the R-100 zoning district. The property does have reasonable economic use as currently zoned.

- **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The staff is unable to determine currently whether the proposed will have a negative impact on the existing use or usability of adjacent or nearby properties.

- **Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.**

There are no changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal. According to the applicant there is an existing creek that bisects the property limiting development. With the limited Hillandale Road frontage and the 150-ft state water buffers, development on this property will be limited.



- **Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.**

There are no historic buildings, sites, districts, or archaeological resources on the subject property.

- **Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

The zoning proposal will not result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The property is surrounded by R-100 Residential Medium Lot and M-Light Industrial zoning classifications.

- **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

The zoning proposal will not adversely impact the environment or surrounding natural resources.

STAFF RECOMMENDATION

Staff recommend **APPROVAL with three (3) conditions** of the rezoning request.

1. Provide recommendations for eco-friendly burials;
2. Must submit a copy of the official (amended) plat to be recorded to the City of Stonecrest before recording as outlined by the Secretary of State; and
3. Must comply with all laws regulating cemeteries as outlined by the Georgias Board of Cemetarians.

PLANNING COMMISSION (PC) RECOMMENDATION – March 5, 2024

PC recommend **APPROVAL** of the rezoning request.

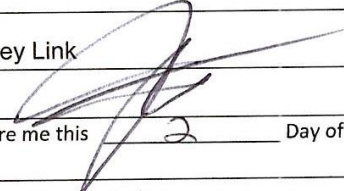
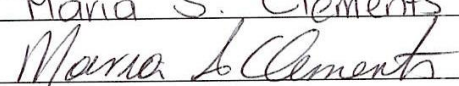


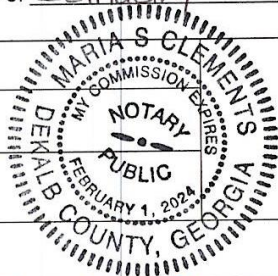
Attachment(s): RZ 23-013 Application Materials



Amendment Application

Property Information	Owner's Name: John Kelley Link
	Owner's Address: 6201 Hillandale Drive Lithonia, GA 30058
	Phone: [REDACTED] Fax: Email: klink@memorialplaninc.com
	Property Address: 6039 Hillandale Drive Lithonia, GA 30058 Parcel Size: 5.21 acres
	Parcel ID: DeKalb County Parcel ID: 16 088 02 002
	Current Zoning Classification: M
Applicant Information	Requested Zoning Classification: R-100
	Name: John Kelley Link
Questionnaire	Address: 6201 Hillandale Drive Lithonia, GA 30058
	Phone: Fax:
	Cell: [REDACTED] Email: klink@memorialplaninc.com
	Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties? <u>Yes, adjacent and nearby parcels are zoned residential</u>
	2. Will the affected property of the zoning proposal have a reasonable economic use as currently zoned? Minimal, since the property has no visual representation from the access road, a creek, and state water buffers bisect the site. Existing businesses block the view from Hillandale Drive.
Affidavit	3. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? No, It will not adversely affect the adjacent properties. Residential uses have minimal density and traffic impacts.
	4. Are other existing or changing conditions affecting the existing use or usability of the development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? No, the proposed zoning of R-100 from the existing zone of M, industrial, is a decrease of density and negligible increase the area's traffic.
	5. Will the zoning proposal adversely affect historic buildings, sites, districts, or archaeological resources? No
	6. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? No
	To the best of my knowledge, this zoning application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Applicant Signature	Applicant's Name: John Kelley Link		Date: 1-2-24	
	Applicant's Signature: 			
Notary	Sworn to and subscribed before me this 2 Day of January 2024.			
	Notary Public: Maria S. Clements			
	Signature: 			
Fee	My Commission Expires: Feb 1, 2024			
	<input type="checkbox"/> Application Fee <input type="checkbox"/> Sign Fee <input type="checkbox"/> Legal Fee			
	Fee: \$		Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> CC	
	Date:		Date:	
<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied				Date:



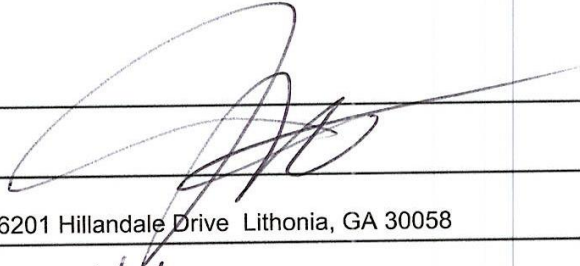
***One sign is required per street frontage and/or every 500 feet of street frontage**



Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes No

Applicant / Owner	Signature: 
	Address: 6201 Hillandale Drive Lithonia, GA 30058
	Date: 1/2/24

If you answered yes above, please complete the following section:

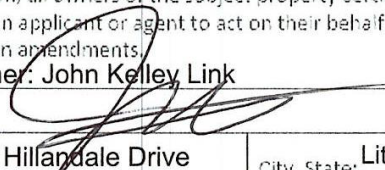
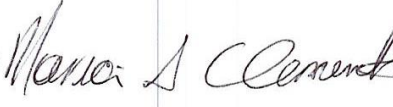
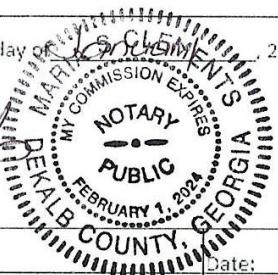
Date	Government Official	Official Position	Description	Amount



**Property Owner(s)
Notarized Certification**

The owner and petitioner acknowledge that this Land Use Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Owner: John Kelley Link

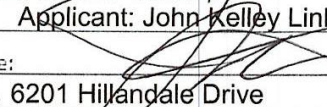
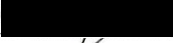

Property Owner (if Applicable)	Signature: 	Date: 01/12/24	
	Address: 6039 Hillandale Drive	City, State: Lithonia, GA	
	Phone: [REDACTED]	Zip: 30058	
	Sworn to and subscribed before me this <u>12</u> day of <u>JANUARY</u> , 20 <u>24</u> .		
Property Owner (if Applicable)	Notary Public: 		
	Signature:		Date:
	Address:		City, State:
	Phone:		Zip:
Property Owner (if Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
	Signature:	Date:	
	Address:	City, State:	
Property Owner (if Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
	Signature:	Date:	
	Address:	City, State:	

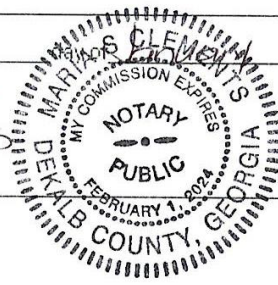


**Applicant/Petitioner
Notarized Certification**

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of- Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").


Applicant: John Kelley Link

Applicant / Petitioner	Signature: 	Date: <u>01/12/24</u>	
	Address: <u>6201 Hillandale Drive</u>	City, State: <u>Lithonia</u>	Zip: <u>30058</u>
	Phone: 		
Attorney / Agent	Sworn to and subscribed before me this _____ day of _____, 20____		
	Notary Public:		
	Signature:	Date:	
	Address:	City, State:	Zip:
	Phone:		
Sworn to and subscribed before me this <u>12</u> day of <u>January</u> , 20 <u>24</u> .			
Notary Public: 			





Record and Return to:
Thomas & Brown, LLC
3480 Preston Ridge Road, Suite 175
Alpharetta, GA 30005
Order No.: NF210167S
Tax Parcel ID: 16 088 02 002

2021141683 DEED BOOK 29654 Pg 408

Filed and Recorded:
8/19/2021 2:13:46 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia
Real Estate Transfer Tax \$329.00

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this 5th day of August, 2021, between

A. R. Barksdale, Inc. and Steven R. Frey

as party or parties of the first part, hereinafter called Grantor, and

John Link

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 88 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

Beginning at a one-half inch iron pin found on the North right-of-way of Interstate 20, said iron pin being located 419 feet Easterly as measured along the North right-of-way of Interstate 20 with the East right-of-way of Old Chupp Road 60 feet right-of-way; running thence Northerly at an interior angle of 85 degrees 49 minutes with Interstate 20 390.93 feet to a concrete monument on the Southeast right-of-way of Hillandale Drive; running thence Northeasterly along the Southeast right-of-way of Hillandale Drive an arc distance of 234.60 feet (which is subtended by a chord measurement of 234.50 feet) to an iron pin set where the right-of-way of Hillandale Drive widens; running thence Southeasterly at an interior angle of 77 degrees 18 minutes with the previous chord bearing of Hillandale Drive 9.9 feet to a one-half inch pin set; running thence Northeasterly along said right-of-way along a chord having an interior angle of 272 degrees 54 minutes 22 seconds with the previous call, an arc distance of 186.90 feet (which is subtended by a chord measurement of 186.81 feet) to a concrete monument where the right-of-way of Hillandale Drive narrows; running thence North along the right-of-way of Hillandale Drive at an interior angle of 265 degrees 35 minutes 24 seconds with the preceding chord bearing 19.9 feet to half-inch iron pin set on the Southeast right-of-way of Hillandale Drive; continuing thence Northeasterly along the Southeast

GA_Deed_LimitedWarranty

NF210167S

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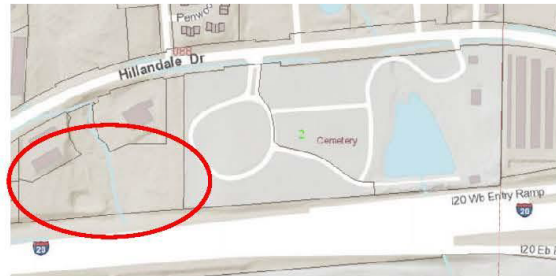


January 4, 2024

Matthew Williams
Tre'Jon Singletary
City of Stonecrest

RE: 6039 Hillandale Drive, Rezone M to R-100

Per our conversations, we are applying for the rezoning of the property 6039 Hillandale Drive. It is a vacant property located between I-20 and Hillandale Drive as shown in the adjacent aerial view. Our client requests a rezoning of this property from zone Industrial M to Residential R-100. Residential is the zoning of most of the area's properties and this proposal fits within the comprehensive plan and future land use.



6039 Hillandale Drive
16 088 02 002
Current Zoning: M
5.49 Acres
Owner: John Kelley Link

Please feel free to call or email me if you have any questions and thank you for your time.



Helen Simpson, PE
Lowe Engineers
[REDACTED]
Helen.simpson@loweengineers.com



6039 Hillendale Drive
Rezoning Application (M to R100) - Environmental Site Analysis Response

Conformance to the Comprehensive Plan

The property is designated within the City Center Character Area and is a wooded site with a creek bisecting the land. The creek is controlled by an upstream culvert under Hillendale Drive and downstream by box culvert crossings under I-20. No floodplain lies on the expansion property according to the FEMA FIRM map and no wetlands are recorded on the expansion property per the Wetland Mapper. (See attached maps)



The adjacent properties are:

- East: 6201 & 6129 Hillendale Drive - Existing Hillendale Memorial Gardens cemetery,
- West: 6029 Hillendale Drive - Creative Kids Day Care
- North: 6033 Hillendale Drive - Shell Fuel Station
6085 Hillendale Drive - Medical office building
- South: I-20 right of way

Existing Conditions (NTS)



990 Hammond Drive, Suite 900, Atlanta, Georgia 30328
Phone: 770.857.8400 | Fax: 770.857.8401 | loweengineers.com

The Comprehensive Land Use Plan 2038 designates both this property and the adjacent existing cemetery within the City Center (CC) Character Area and the Teir 6 Overlay. This property is currently zoned industrial which is not a land use type in the City Center while residential is part of the character. (Figure LU-06)

City of Stonecrest
Comprehensive Plan 2038 “The City of Innovation and Excellence”

STONECREST
GEORGIA

COMPREHENSIVE PLAN ELEMENTS **LAND USE**

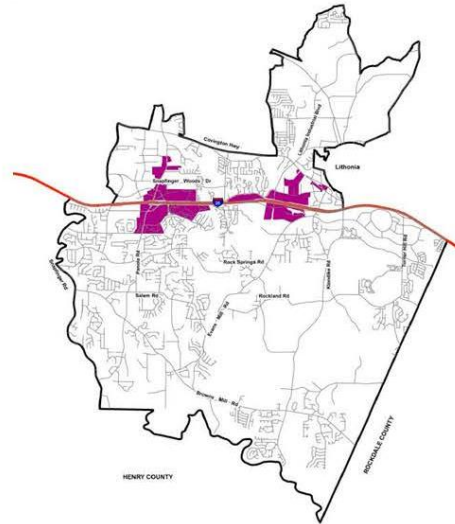
City Center (CC)

The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage.

The areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre.

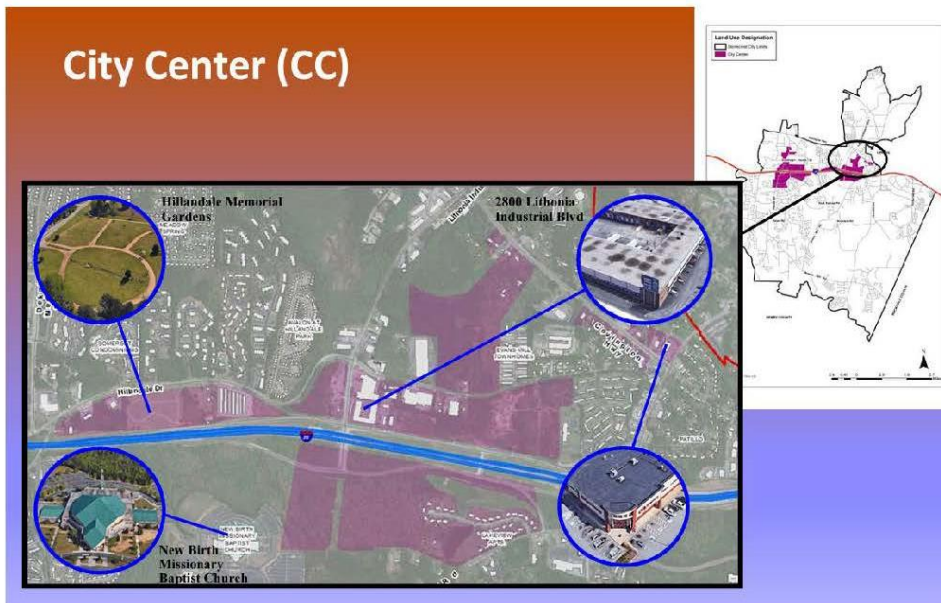
City Center Character Area Locations

- Chupp Road
- Hillandale Road
- Fairington Road
- Panola Road and I-20
- Stewart Lake Court



Building Community, Culture & Commerce For Now and Into The Future!

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Building Community, Culture & Commerce For Now and Into The Future!

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The rezoning from M, Industrial, to R-100, Residential, is an appropriate use for this land. The cemetery is specifically shown within the Stonecrest Comprehensive Plan City Center Character Area. The limited Hillandale Road frontage and the 150-foot state water buffers for the existing creek that bisects the expansion property creates a hardship for other types of development. Residential uses on this parcel will create minimal additional usage to the local transportation network, the water and sewer system, and school system. The proposed site also provides a nature area within the 150' state waters buffer through the middle of expansion.

It appears that part of this property had been cleared in the past and contains a master dry stormwater management pond onsite that treats this property as well as the adjacent fuel station and medical office building that front on Hillandale Drive.

Wetlands - Absence

Wetland Mapper shows no wetlands on the parcel. (See attached map)

Floodplain - Absence

FEMA Firmette shows no floodplain on the parcel. (See attached map)

Streams/Stream Buffers - Presence

75' state waters buffers are provided on both sides of the state water protecting the creek's environment accordingly. Residential uses will be designed around these buffers.

Slopes exceeding 25% over a 10-foot rise in elevation

The field topography survey shows no natural slopes exceeding 25% slopes over a 10' rise. The small area of an older manmade dry stormwater management pond has a small area with these slopes but these slopes will be softened with a proposed plan.

Vegetation

The site is generally wooded. See the attached pdf for the existing survey with tree locations. No known wildlife species were observed on the site visit. This area is not listed on the Georgia DNR wildlife resources website.

Archeological/Historical Sites

No known archeological/historical sites were observed on the site visit. This property is not located within the Davidson-Aarabia Mountain Nature Preserve.

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	<ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, AE2 With BFE and Depth Zone AE, AO, AH, VC, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	<ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile. Zone X Future Conditions 1% Annual Chance Flood Hazard. Zone X Area with Reduced Flood Risk due to Levee. See Note 1. Zone X Area with Flood Risk due to Levee. Zone X
OTHER AREAS	<ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard. Zone X Effective LGMRs Area of Undocumented Flood Hazard. Zone X
GENERAL STRUCTURES	<ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Retainwall
OTHER FEATURES	<ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Channel Transition Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Channel Transition, Baseline Profile Baseline Hydrographic Feature
MAP PANELS	<ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 11/13/2025 at 12:55 PM and does not reflect changes or information subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map coordinate data, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unapproved areas cannot be used for regulatory purposes.

U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetland Mapper - 6039 Hillandale Drive



November 13, 2023

Wetlands

- | | | |
|--------------------------------|-----------------------------------|-------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| Freshwater Pond | Riverine | |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper



Attachment(s): Ordinance(s)

- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 31. M (LIGHT INDUSTRIAL) DISTRICT

DIVISION 31. M (LIGHT INDUSTRIAL) DISTRICT

Sec. 2.31.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the M (Light Industrial) District is as follows:

- A. To provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan;
- B. To provide an environment for light industrial uses that produces no appreciable impact on adjacent properties and preserve the appeal and appearance of residential and commercial areas;
- C. To ensure that all establishments located within the M (Light Industrial) District operate in compliance with the noise standards contained in this chapter and that any negative noise impact resulting from the use of land within the M (Light Industrial) District is contained within the boundaries of said district and does not create noise problems for adjoining residential, office or commercial districts;
- D. To provide an area within City of Stonecrest for recycling and green businesses to locate;
- E. To generate employment opportunities and economic development;
- F. To ensure that M (Light Industrial) Districts are so located that transportation access to thoroughfares and freeways is available;
- G. To allow for the conversion of industrial buildings which are 50 years of age or older to multifamily dwellings so as to promote living and working space as well as historic preservation;
- H. To implement the future development map of the city's most current comprehensive plan.

(Ord. of 8-2-2017, § 1(2.31.1))

Sec. 2.31.2. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided below. In cases where a use is permitted but there are supplemental use regulations for that use specified in article 4 of this chapter, such regulations shall also apply and must be complied with.

- A. Permitted Uses. The following uses are permitted as of right under this Code:
 - 1. Agricultural Activities.
 - a. Dairy.
 - b. Keeping of livestock.
 - c. Keeping of poultry/pigeons.
 - d. Sawmill; temporary or portable.
 - e. Urban Community Garden, up to 5 acres; see section 4.2.

2. Institutional/Public.
 - a. Colleges, universities, research and training facilities.
 - b. Golf course or clubhouse, public or private; see section 4.2.
 - c. Government facilities.
 - d. Hospital or accessory ambulance service.
 - e. Places of worship; see section 4.2
 - f. Swimming pools, commercial; see section 4.2.
 - g. Tennis courts, swimming pools, play or recreation areas, community; see section 4.2.
3. Commercial.
 - a. Adult daycare center, 7 or more; see section 4.2.
 - b. Alcohol outlet—package store, primary; see section 4.2.
 - c. Alcohol outlet—beer and/or wine store, beer growler, primary; see section 4.2.
 - d. Alcohol outlet—beer and wine, accessory to retail less than 12,000 sf (see also 4.1.3(F)); see section 4.2.
 - e. Ambulance service or emergency medical services, private.
 - f. Animal hospital, veterinary clinic; see section 4.2.
 - g. Animal shelter/rescue center; see section 4.2.
 - h. Automobile brokerage; see section 4.2.
 - i. Automobile recovery and storage.
 - j. Automobile service station; see section 4.2.
 - k. Automobile or truck rental or leasing facilities; see section 4.2.
 - l. Automobile or truck sales; see section 4.2.
 - m. Automobile upholstery shop.
 - n. Automobile wash/wax service; see section 4.2.
 - o. Automobile repair, major; see section 4.2.
 - p. Automobile repair, minor; see section 4.2.
 - q. Banks, credit unions or other similar financial institutions.
 - r. Barber shop/beauty salon or similar establishments.
 - s. Brewery, craft (micro-brewery).
 - t. Brewpub/beer growler.
 - u. Building or construction office; see section 4.2.
 - v. Catering establishments.
 - w. Check cashing establishment, accessory; see section 4.2.
 - x. Check cashing establishment, primary; see section 4.2.

- y. Child day care center (kindergarten), 7 or more.
- z. Clinic, health services.
- aa. Club, order or lodge, fraternal, non-commercial.
- bb. Commercial greenhouse or plant nursery; see section 4.2.
- cc. Contractor office, landscape; see section 4.2.
- dd. Distillery (micro-distillery).
- ee. Dog day care; see section 4.2.
- ff. Dog grooming; see section 4.2.
- gg. Drive-in theater; see section 4.2.
- hh. Drive-through facilities; see section 4.2.
- ii. Dry cleaning agencies, pressing establishments or laundry pick-up stations.
- jj. Fairground or amusement park; see section 4.2.
- kk. Farmer's market, permanent; see section 4.2.
- ll. Fitness center.
- mm. Fuel dealers or wholesalers.
- nn. Heliport; see section 4.2.
- oo. Kennel, breeding.
- pp. Kennel, commercial.
- qq. Kidney dialysis center.
- rr. Medical or dental laboratories.
- ss. Landscape business.
- tt. Liquor store (see alcohol outlet); see section 4.2.
- uu. Mini-warehouse; see section 4.2.
- vv. Outdoor storage, commercial; see section 4.2.
- ww. Parking, commercial lot; see section 4.2.
- xx. Parking, commercial garage.
- yy. Pawn shop, title loan; see section 4.2.
- zz. Personal services establishment.
- aaa. Printing or publishing establishments.
- bbb. Recreational vehicle, boat and trailers sales and service.
- ccc. Restaurants (non drive-thru).
- ddd. Retail, 5,000 sf or less (with the exception of small box discount stores).
- eee. Retail warehouses/wholesales providing sales of merchandise with no outdoor storage.
- fff. Special events facility.

- ggg. Taxi, ambulance or limousine service, dispatching or storage; see section 4.2.
- hhh. Taxi stand.
- iii. Trade shops.
- 4. Industrial.
 - a. Alternative energy production.
 - b. Building materials or lumber supply establishment.
 - c. Contractor, general.
 - d. Contractor heavy construction, outside storage.
 - e. Contractor, special trade.
 - f. Crematorium; see section 4.2.
 - g. Fabricated metal manufacture without EPD permit required (Light manufacturing).
 - h. General aviation airport; see section 4.2.
 - i. Heavy equipment repair service or trade.
 - j. Industrial, light.
 - k. Manufacturing, light.
 - l. Outdoor storage, industrial; see section 4.2.
 - m. Railroad car classification yards or team truck yards; see section 4.2.
 - n. Recovered materials facility wholly within a building; see section 4.2.
 - o. Recovered materials processing wholly within a building.
 - p. Recycling collection.
 - q. Recycling plant.
 - r. Research and testing facilities.
 - s. Towing or wreckage service.
 - t. Transportation equipment storage or maintenance (vehicle); see section 4.2.
 - u. Truck stop.
 - v. Truck terminal.
 - w. Vehicle storage yard.
 - x. Warehousing or storage.
- 5. Communications—Utility.
 - a. Essential services.
 - b. Radio or television broadcasting studio.
 - c. Radio or television or broadcasting transmission facility.
 - d. Satellite television antenna; see section 4.2.
- 6. Wireless Telecommunications.

- a. Attached wireless telecommunication facility; see section 4.2.
- b. Carrier on Wheels (declared emergency); see section 4.2.
- B. Special Administrative Uses. The following uses are permitted only with administrative approval:
 - 1. Agricultural.
 - a. Urban, community garden, over 5 acres.
 - 2. Commercial.
 - a. Farmer's market, temporary/seasonal; see section 4.2.
 - b. Temporary outdoor retail sales; see section 4.2.
 - c. Temporary outdoor sales; seasonal; see section 4.2.
 - d. Temporary outdoor sales or events, seasonal; see section 4.2.
 - e. Temporary produce stand; see section 4.2.
 - f. Temporary trailer, as home sales office or construction trailer; see section 4.2.
 - 3. Wireless Telecommunications.
 - a. Carrier on wheels (non-emergency or event, no more than 120 days); see section 4.2.
 - b. New support structure from 50 feet up to 199 feet; see section 4.2.
 - c. Small cell installations (new support structures or collocation) on private property or ROW; see section 4.2.
- C. Special Land Use Permit. The following uses are permitted only with a special land use permit:
 - 1. Institutional/Public.
 - a. Cultural facilities.
 - b. School, specialty; see section 4.2.
 - c. School, vocational; see section 4.2.
 - 2. Commercial.
 - a. Bus or rail stations or terminals for passengers.
 - b. Fuel pumps; see section 4.2.
 - c. Nightclub or late night establishment; see section 4.2.
 - d. Recreation, outdoor; see section 4.2.
 - e. Restaurants with a drive-thru configuration; see section 4.2.
- D. Permitted Accessory. The following uses are permitted as accessory only to a principal use:
 - 1. Commercial.
 - a. Fuel pumps, accessory to large scale retail within 1,000 feet of interstate highway interchange measured from ROW to property line; see section 4.2.
 - b. Service area, outdoor; see section 4.2.
 - 2. Industrial.
 - a. Incidental retail sales of goods produced or processed on the premises.

(Ord. of 8-2-2017, § 1(2.31.2); Ord. No. 2022-06-01, § 2(Exh. A), 8-2-2022)

Sec. 2.31.3. Dimensional requirements.

Dimensional requirements for the M (Light Industrial) District shall be as provided in Table 2.24, Nonresidential Zoning Districts Dimensional Requirements.

(Ord. of 8-2-2017, § 1(2.31.3))

Sec. 2.31.4. Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article 5 of this chapter, site design and building form standards.

(Ord. of 8-2-2017, § 1(2.31.4))

Sec. 2.31.5. Multifamily use provisions for industrial conversion.

A. The conversion of industrial buildings to residential use shall be permitted by a special land use permit. The following shall be considered:

1. Whether the building is located on the interior or periphery of an established industrial park or area;
2. Whether the building or area should no longer be used for industrial uses;
3. Adequate parking is provided in accordance with article 6 of this chapter, for multifamily or live- work.

(Ord. of 8-2-2017, § 1(2.31.5))

- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

Sec. 2.5.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the R-100 (Residential Medium Lot-100) District is as follows:

- A. To provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet;
- B. To provide for compatible infill development in neighborhoods;
- C. To provide "For Sale", Single family detached residential subdivisions and For Sale Communities;
- D. To provide flexibility in design on the interior of new development while protecting surrounding development;
- E. To ensure that the uses and structures authorized in the R-100 (Residential Medium Lot-100) District are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood;
- F. To provide for appropriately sized accessible and useable open space in new developments for health, recreational and social opportunities for city residents; and
- G. To implement the future development map of the city's comprehensive plan.

(Ord. of 8-2-2017, § 1(2.5.1); Ord. No. 2022-10-03, § 2(Exh. A), 10-24-2022)

Sec. 2.5.2. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided below. In cases where a use is permitted but there are supplemental use regulations for that use specified in article 4 of this chapter, such regulations shall also apply.

- A. Permitted Uses. The following uses are permitted as of right under this Code:
 - 1. Agricultural Activities.
 - a. Keeping of livestock; see section 4.2.
 - b. Keeping of poultry/pigeons; see section 4.2.
 - c. Riding academies or stables; see section 4.2.
 - d. Urban Community Garden, up to 5 acres; see section 4.2.
 - 2. Residential.
 - a. Dwelling, single-family (detached).
 - 3. Institutional/Public.
 - a. Golf course or clubhouse, public or private; see section 4.2.

- b. Government facilities.
- c. Neighborhood or subdivision clubhouse or amenities; see section 4.2.
- d. School, public kindergarten, elementary, middle or high schools.
- 4. Communications—Utility.
 - a. Essential services.
 - b. Satellite television antenna; see section 4.2.
- 5. Wireless Telecommunications.
 - a. Carrier on Wheels (declared emergency); see section 4.2.
- B. Special Administrative Uses. The following uses are permitted only with administrative approval:
 - 1. Agricultural.
 - a. Urban, community garden, over 5 acres.
 - 2. Residential.
 - a. Home occupation, no customer contact; see section 4.2.
 - 3. Commercial.
 - a. Farmer's market, temporary/seasonal; see section 4.2.
 - b. Temporary outdoor retail sales; see section 4.2.
 - c. Temporary outdoor sales or events, seasonal; see section 4.2.
 - d. Temporary produce stand; see section 4.2.
 - e. Temporary trailer, as home sales office or construction trailer; see section 4.2.
 - 4. Wireless Telecommunications.
 - a. Attached wireless telecommunication facility used for non-residential purposes (prohibited if used as residential).
 - b. Carrier on wheels (non-emergency or event, no more than 120 days); see section 4.2.
 - c. Small cell installations (new support structures or collocation) on private property or ROW; see section 4.2.
- C. Special Land Use Permit. The following uses are permitted only with a special land use permit:
 - 1. Residential.
 - a. Bed and breakfast establishment; see section 4.2.
 - b. Home occupation, with customer contact; see section 4.2.
 - c. Child care home, 5 or less; see section 4.2.
 - d. Convents or monasteries; see section 4.2.
 - e. Personal care home, 6 or less; see section 4.2.
 - f. Senior housing; see section 4.2.
 - g. Short-term vacation rental.
 - 2. Institutional/Public.

- a. Cemetery, columbarium, mausoleum; see section 4.2.
 - b. Places of worship; see section 4.2.
 - c. Recreation club; see section 4.2.
 - d. School, private kindergarten, elementary, middle or high schools; see section 4.2.
 - e. Swimming pools, commercial; see section 4.2.
3. Commercial.
- a. Adult daycare facility, up to 6; see section 4.2.
 - b. Child day care facility, up to 6; see section 4.2.
 - c. Kennel, noncommercial.
4. Communication—Utility.
- a. Amateur radio service or antenna; see section 4.2.
5. Wireless Telecommunication.
- a. New support structure from 51 feet to 150 feet; see section 4.2.
- D. Permitted Accessory. The following uses are permitted as accessory only to a principal use:
- 1. Residential.
 - a. Accessory uses or structures.
 - b. Dwelling, single-family, accessory (guesthouse, in-law suite); see section 4.2.
 - 2. Institutional/Public.
 - a. Educational use, private; see section 4.2.
 - b. Tennis courts, swimming pools, play or recreation areas, community; see section 4.2.
 - 3. Commercial.
 - a. Fitness center.

(Ord. of 8-2-2017, § 1(2.5.2); Ord. No. 2022-06-01 , § 2(Exh. A), 8-2-2022)

Sec. 2.5.3. Dimensional requirements.

Dimensional requirements for the R-100 (Residential Medium Lot-100) District shall be as provided in Table 2.2, Residential Zoning Districts Dimensional Requirements.

(Ord. of 8-2-2017, § 1(2.5.3))

Sec. 2.5.4. Site and building design standards.

Design standards and regulations to be applied in this zoning district shall be as provided in article 5 of this chapter, site design and building form standards.

(Ord. of 8-2-2017, § 1(2.5.4))



Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

February 8, 2024, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

I. CALL TO ORDER: Mr. Tre'Jon Singletary, Senior Planner

The meeting was called to order at 6:00 pm.

II. INTRODUCTIONS: Senior Planner Tre'Jon Singletary, Planner Felisha Blair, and Planning Administrative Technician Cobi Brown were in attendance.

III. PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING

An informational meeting that allows staff and applicants to inform the public of upcoming developments/projects;

Allow the citizens, business owners, and developers of Stonecrest opportunities to review all petitions, ask questions of all applicants, and express any preliminary concerns;

Bridge the relationships between developers, residents, and staff

Occurrence is every 2nd Thursday of each month

IV. PUBLIC COMMENTS:

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-Zoning@stonecrestga.gov by 5 pm the day before the Public Hearing, February 7, 2024, to be read into the record at the meeting.

V. Case(s) of Discussion:

- LAND USE PETITION:** RZ24-001
- PETITIONER:** Helen Simpson of Lowe Engineers
- LOCATION:** 6039 Hillandale Drive
- OVERLAY DISTRICT:** Stonecrest Tier 6
- PETITIONER'S REQUEST:** Petitioner is seeking to rezone the parcel from M (Light Industrial) District to R-100 (Residential Medium Lot) District.

37 RZ 24-001 6039 Hillandale Drive



CITY OF STONECREST, GEORGIA

Helen Simpson the applicant was called to speak. She stated that the parcel is split in half by state waters and that there is limited access to the parcel which makes the proposed zoning more suitable. Kelly Link the owner of the proposed property is also an owner of an adjacent property.

VI. ANNOUNCEMENT

Meetings for the Comprehensive Plan Update

VII. ADJOURNMENT

The meeting was adjourned at 6:11 pm.

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



Attachment(s): Planning Commission (PC) Unsigned Summary Minutes

PLANNING COMMISSION MEETING MINUTES
Stonecrest City Hall - 6:00 PM *In-Person Meeting
March 5, 2024



As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: [Stonecrest YouTube Live Channel](#)

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in-person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of hearing, no later than 2:00 PM, to be read into the record at the hearing.

When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. Call to Order

Vice Chairperson Erica Williams (District 1) called the meeting to order at 6 PM

II. Roll Call

Vice Chairperson Erica Williams (District 1) called the roll. Commissioner Joyce Walker (District 2), Chairperson Eric Hubbard (District 3), Commissioner Pearl Hollis (District 4), and Commissioner Lemuel Hawkins (District 5) were all present.

Planning/Zoning Director Shawanna Qawiy, Senior Planner Tre'Jon Singletary, Planner Felisha Blair, Zoning Administrative Technician Abeykoon Abeykoon, and Planning Administrative Technician Cobi Brown were in attendance.

III. Approval of the Agenda

Vice Chairperson Erica Williams called for a motion to **APPROVE** the agenda. Chairperson Hubbard made the motion to **APPROVE** the agenda. Commissioner Hollis seconded the motion. The motion was unanimously **APPROVED. 5-0-0**

IV. Approval of Minutes - Vice Chairperson Williams called for a motion to approve the Planning Commission Meeting Minutes dated February 6, 2024. Chairperson Hubbard made the motion to **APPROVE** the meeting minutes dated February 6, 2024. Commissioner Walker seconded the motion. The motion was unanimously **APPROVED. 5-0-0**

V. Announcement: Senior Planner Singletary and Director Qawiy gave a status update for the Stonecrest 5-Year Comprehensive Plan.

VI. Old Business

There was no old business.

VII. New Business:

Senior Planner Singletary presented case RZ 24-001.



PLANNING COMMISSION MEETING MINUTES
Stonecrest City Hall - 6:00 PM *In-Person Meeting
March 5, 2024



LAND USE PETITION: **RZ24-001**
PETITIONER: Helen Simpson dba Lowe Engineers
LOCATION: 6039 Hillandale Drive, Stonecrest, GA 30058
OVERLAY DISTRICT: Stonecrest Tier 6
PROPOSED AMENDMENT: Petitioner is seeking to rezone the parcel from M (Light Industrial) District to R-100 (Residential Medium Lot) District.

Staff recommends approval of the rezoning request.

Vice Chairperson Erica Williams asked for a motion to open the public hearing. Commissioner Hawkins made the motion, and it was seconded by Commissioner Hollis. The motion was unanimously **APPROVED. 5-0-0**

Helen Simpson the applicant was called to speak. She stated that the request is so the parcel will be more uniform with the surrounding zoning districts. She also mentioned that there are state waters on the property that will remain undisturbed.

There were no attendees to speak in support or in opposition of the petition.

Vice Chairperson Erica Williams made a motion to close the public hearing. Commissioner Hawkins made the motion, and it was seconded by Commissioner Hollis. The motion was unanimously **APPROVED. 5-0-0**

Commissioner Walker asked the applicant about the use of the land.

Helen Simpson stated that the parcel if rezoned to the proposed R-100 zoning will allow for the neighboring cemetery to be expanded.

Chairperson Hubbard made the motion for **APPROVAL** of the rezoning request. The motion was seconded by Commissioner Walker and unanimously **APPROVED. 5-0-0**

VIII. Adjournment The meeting was adjourned at 6:13PM

Respectfully submitted by Cobi Brown

APPROVED:

CHAIRPERSON Date

ATTEST:

SECRETARY Date

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 6039 HILLANDALE DRIVE (PARCEL ID 16 088 02 002) FROM M (LIGHT INDUSTRIAL) DISTRICT TO R-100 (RESIDENTIAL MEDIUM LOT); TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest (“City”) is the Mayor and City Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and City Council desire to rezone 6039 Hillandale Drive (Parcel ID 16 088 02 002) FROM M (Light Industrial) District TO R-100 (Residential Medium Lot) District; and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 6039 Hillandale Drive; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 6039 Hillandale Drive, parcel number: 16 088 02 002 or as described on the zoning maps and associated site plan attached as Exhibit A FROM M (Light Industrial) District TO R-100 (Residential Medium Lot) District and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

1. Provide recommendations for eco-friendly burials;
2. Must submit a copy of the official (amended) plat to be recorded to the City of Stonecrest before recording as outlined by the Secretary of State; and

3. Must comply with all laws regulating cemeteries as outlined by the Georgias Board of Cemeterians.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2024.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



CITY COUNCIL AGENDA ITEM

SUBJECT: Appointment of Charter Review Commission Members

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 03/11/24 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: George Turner, Mayor Pro Tem

PRESENTER: George Turner, Mayor Pro Tem

PURPOSE: Click or tap here to enter text.

FACTS: To make a decision on the Charter Review Commission members.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Charter Commission Resolution
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

1 **STATE OF GEORGIA**

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3 **CITY OF STONECREST**

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5 **RESOLUTION NO. _____**

6 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF**
7 **STONECREST, GEORGIA TO APPOINT MEMBERS SELECTED BY THE GEORGIA**
8 **HOUSE OF REPRESENTATIVES AND THE GEORGIA SENATE TO THE CITY OF**
9 **STONECREST CHARTER COMMISSION AS AUTHORIZED BY THE GENERAL**
10 **ASSEMBLY OF THE STATE OF GEORGIA; AND FOR OTHER LAWFUL PURPOSES.**

11 **WHEREAS**, the City of Stonecrest (“City”) was created by Senate Bill 208, passed in the
12 Georgia General Assembly during the 2016 Session and subsequently confirmed by referendum;
13 and

14 **WHEREAS**, Senate Bill 208 provided a charter for the City of Stonecrest (the "City
15 Charter"); and

16 **WHEREAS**, the City Charter was amended by SB 21 on April 1, 2021 and,

17 **WHEREAS**, Section 6.05 of the City Charter states the mayor and the city council no later
18 than five years after the inception of the City to call for a City of Stonecrest Charter Commission
19 (“Charter Commission”) to review the city's experience and recommend to the General Assembly
20 any changes to the City’s Charter; and

21 **WHEREAS**, members of the Charter Commission shall be appointed as follows: one by
22 the mayor, one by each member of the city council, and one member appointed by a vote of the
23 members of the Georgia House of Representatives and one member voted by the members of the
24 Georgia Senate whose districts lie wholly or partially within the corporate boundaries of the City
25 of Stonecrest.

26 **NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of**
27 **Stonecrest, Georgia, as follows:** That the members of the City of Stonecrest Charter Commission
28 shall be appointed and serve as follows:

29 **MEMBERSHIP**

- 30 1. Members of the Charter Commission shall be appointed as follows:
 - 31 a. one by the mayor;
 - 32 b. one by each member of the city council;
 - 33 c. one member appointed by a vote of the members of the Georgia House of
 - 34 Representatives; and
 - 35 d. one member voted by the members of the Georgia Senate whose districts lie wholly
 - 36 or partially within the corporate boundaries of the City of Stonecrest.
- 37
- 38 2. Neither the city council nor the mayor shall appoint themselves to serve as members of
- 39 the commission.
- 40
- 41 3. The city attorney may serve as ex officio member of the Charter Commission with
- 42 approval by the city council.
- 43
- 44 4. All members of the Charter Commission shall reside in the City of Stonecrest except
- 45 those representing the Georgia House of Representative and the Georgia Senate.
- 46
- 47 5. Members must attend two-thirds of the Charter Commission meetings in a calendar
- 48 year. Failure to do so warrants removal from the Charter Commission.

49 **TERMS**

- 50 1. Each Charter Commission member shall serve until the Recommendations for the City of
- 51 Stonecrest Charter Report are complete.
- 52 2. Members filling vacancies shall serve the remainder of the term to which they were
- 53 appointed.
- 54 3. Any member may be removed with or without cause by the City Council.

55 **COMPENSATION**

- 56 1. Charter Commission members will serve without compensation.

57 **QUORUM**

- 58 1. A majority of the actual number of Charter Commission members shall establish a quorum
- 59 at the initial meeting. The number of members to establish a quorum may thereafter be
- 60 specified by that Commission's rules of procedure. Any action taken requires a majority of
- 61 affirmative votes of the quorum present.

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INITIAL MEMBERS

The members of the Charter Commission shall be as follows:

- 1. Mr. Joel Thibodeaux - Mayor
- 2. Ms. Lori Brown - District 1
- 3. Mr. Kirby Clements II, Esq. - District 2
- 4. Ms. Lashawna Walker - District 3
- 5. Ms. Patricia Smith - District 4
- 6. Aundre Stanton - District 5
- 7. Appointee of the Georgia House of Representatives
- 8. Senator Tonya Anderson
- 9. Ex-officio – City Attorney

BE IT FURTHER RESOLVED, all resolutions, ordinances, and parts thereof in conflict herewith are hereby expressly repealed.

BE IT FURTHER RESOLVED, the City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Resolution, including its exhibits, as enacted.

BE IT FINALLY RESOLVED, the effective date of this Resolution shall be the date of adoption, unless otherwise specified herein.

SO RESOLVED this the _____ day of _____ 2024.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

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Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 23-009 3309 & 3313 Panola Road

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 11/27/23 & 01/22/24

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Shawanna Qawiy, Planning and Zoning Director

PRESENTER: Shawanna Qawiy, Director Planning and Zoning

PURPOSE: The applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

FACTS: The properties located at 3309 and 3313 Panola Road are zoned R-100 (Residential Medium Lot 100.) The applicant is seeking to construct a 9,500 sq.ft building with 150 seats. A Place of Worship is permitted in the R-100 zoning district with an approved SLUP.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Other - Please State Decision

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)



TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: SLUP23-009

ADDRESS: 3309 and 3313 Panola Road

DISTRICT: 3 – Councilwoman Alecia Washington

FIRST CYCLE MEETING DATES: October 12, 2023 (CPIM) | November 8, 2023 (PC) | November 27, 2023 (MCC)

SECOND CYCLE MEETING DATES: December 14, 2023 (CPIM) | January 2, 2024 (PC) | January 22, 2024 (MCC)

Summary: Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

STAFF RECOMMENDATION:

PLANNING COMMISSION RECOMMENDATION: DENIAL | 3 Yays and 1 Nay

PROPERTY INFORMATION	
Location of Subject Property: 3309 and 3313 Panola Road	
Parcel Number: 16 022 01 004 and 16 022 01 246	
Road Frontage: Panola Road	Total Acreage: 3.55 +/-
Current Zoning: R-100 (Residential Medium Lot)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: Suburban Neighborhood (SN)	
Zoning Request: Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.	
Zoning History: N/A	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Darrell Johnson
Applicant Address: 3375 Glenwood Road Decatur, GA 30032
Property Owner Name: CCC Christ Gospel Parish
Property Owner Address: 3309 and 3313 Panola Road

PUBLIC PARTICIPATION (CPIM)

The CPIM (Community Planning Information Meeting) was held on December 14, 2023, at City Hall. There were approximately two (2) community members that spoke in favor of the petition. The speakers are members of the place of worship at a different location. There were approximately five (5) community members that spoke in opposition to the petition. The opposition concerns are:

- Proximity to an existing and neighboring place of worship.
- Traffic increase possibilities and safety measures.
- Potential land locking of an adjacent property.

DETAILS OF ZONING REQUEST

Since the city's incorporation, the parcels have been zoned R-100 (Residential Medium Lot-100). The applicant is proposing to construct and operate a Place of Worship (POW) on the subject properties. Within a one-mile radius of subject property, there are approximately three (3) existing places of worship. The applicant presented before Mayor and City Council (MCC) on November 27, 2023. MCC informed staff that the applicant shall go through the Special Land Use Process (SLUP) again to ensure that the community concerns were heard by the applicant and staff. During the December Community Planning Information Meeting (CPIM), the applicant did not inform the community and staff that the number of seating has been reduced from 300 to 150.

A POW is defined as a lot or building wherein persons assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship. The term "place of worship" shall also include any of the following accessory uses and buildings means schools, religious education, social gathering rooms, food service facilities, indoor and outdoor recreation facilities, child daycare center, kindergarten, parsonage, rectory or convent and columbarium.

In [Section 4.2.42](#) of Chapter 27, it elaborates on regulations for POW that are located within residential zoned district. The regulations are as follows:

1. Any building or structure established in connection with places of worship, monasteries or convents shall be located at least 50 feet from any residentially zoned property. Where the adjoining property is zoned for nonresidential use, the setback for any building or structure shall be no less than 20 feet for a side-yard and no less than 30 feet for a rear-yard.
2. The required setback from any street right-of-way shall be the front-yard setback for the applicable residential district.
3. The parking areas and driveways for any such uses shall be located at least 20 feet from any property line, with a visual screen, provided by a six-foot-high fence or sufficient vegetation established within that area.
4. Places of worship, convents and monasteries shall be located on a minimum lot area of three acres and shall have frontage of at least 100 feet along a public street.

5. Places of worship, convents and monasteries shall be located only on a thoroughfare or arterial.
6. Any uses, buildings or structures operated by a place of worship that are not specifically included within the definition of place of worship must fully comply with the applicable zoning district regulations, including, but not limited to, any requirement for a special land use permit.

ADJACENT ZONING & LAND USE

ADJACENT ZONING & LAND USE		
NORTH	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
SOUTH	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
EAST	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
WEST	Zoning: RSM (Small Lot Residential Mix)	Land Use: Single-Family Dwelling

PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently developed with one (1) road frontage (Panola Road). There aren't floodplain and/or state waters on the subject property.

SPECIAL LAND USE PERMIT ZONING CRITERIA

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
3. Adequacy of public services, public facilities, and utilities to serve the proposed use;
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
7. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use
8. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
9. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
10. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;
11. Whether the proposed use is consistent with the policies of the comprehensive plan;

<p>12. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located;</p>
<p>13. Whether there is adequate provision of refuse and service areas;</p>
<p>14. Whether the length of time for which the special land use permit is granted should be limited in duration;</p>
<p>15. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;</p>
<p>16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources;</p>
<p>17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;</p>
<p>18. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height; and</p>
<p>19. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.</p>

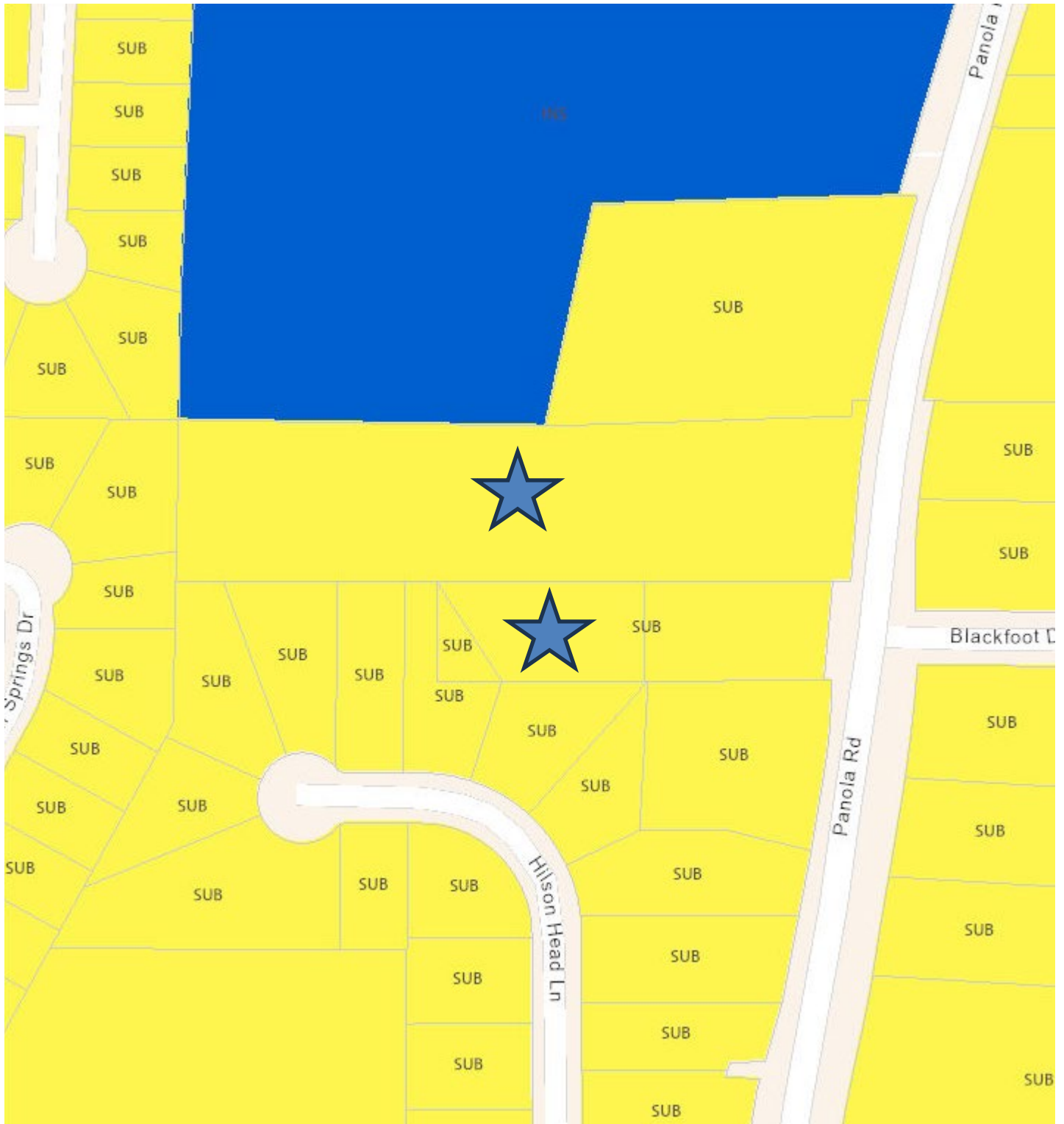
RECOMMENDATION(S)

Planning Commission (PC) recommends **DENIAL**.

Attachments Included:

- **CPIM Minutes – October 12, 2023 (First Cycle)**
- **PC Minutes – November 8, 2023**
- **CPIM Minutes – December 14, 2023 (Second Cycle)**
- **PC Minutes – January 2, 2024**
- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Photo**
- **Site Plan/Survey**
- **Renderings/Elevations**
- **Letter of Intent**

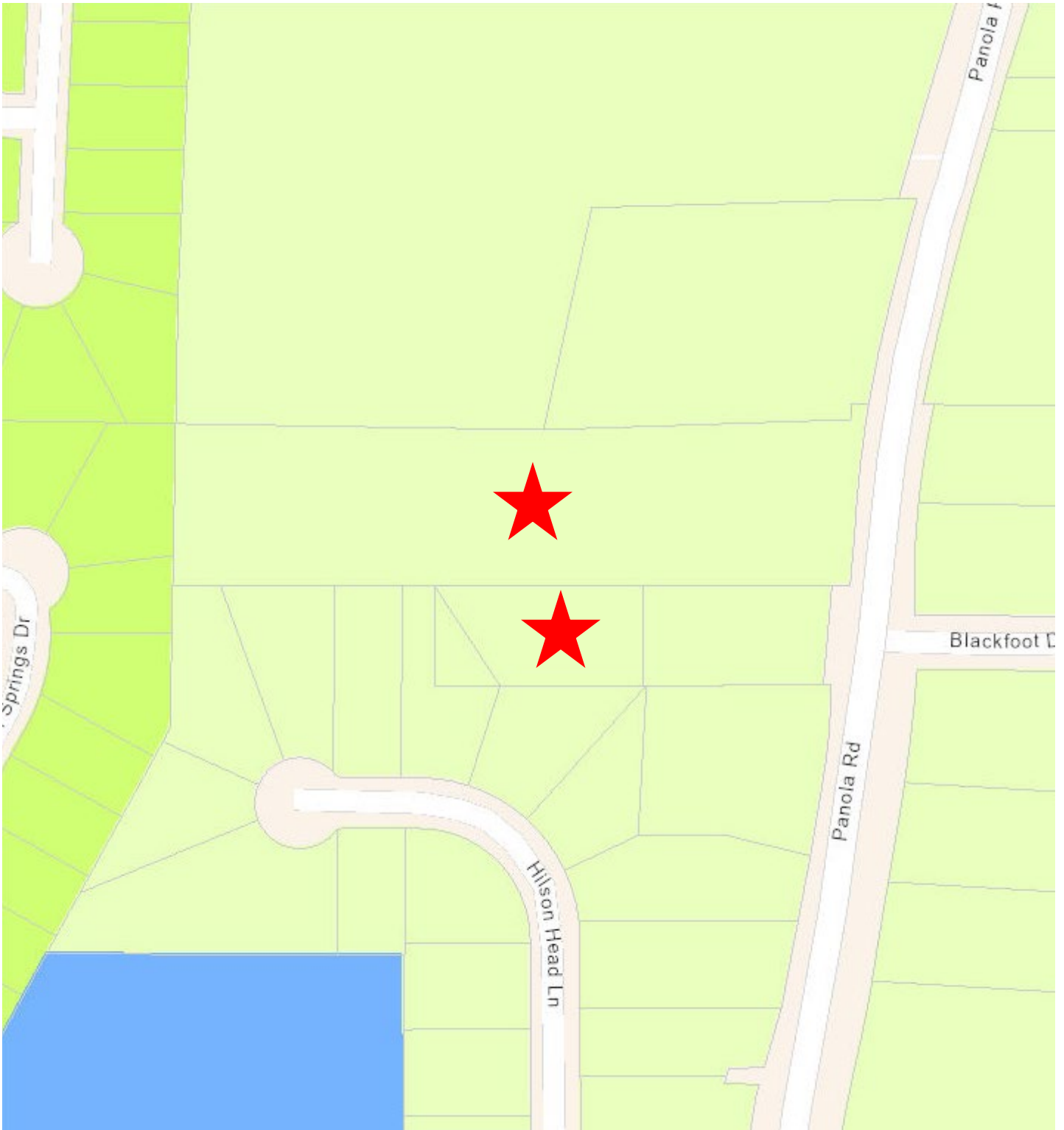
Future Land Use Map | Suburban Neighborhood (SN)



Suburban Neighborhood (SN)

The intent of the Suburban Neighborhood character area is to recognize those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those developed (built out) and those under development pressures. Those areas are characterized by low pedestrian orientation, limited transit access, scattered civic buildings and curvilinear street patterns. The proposed density for areas of this type is up to 8 dwelling units per acre.

Zoning Map | R-100 (Residential Medium Lot)



Aerial Map



Site Photo









Network: Dec 18, 2023 at 12:44:24 PM EST
Local: Dec 18, 2023 at 12:44:24 PM EST
N 33° 41' 22.915", W 84° 10' 31.895"
3287 Panola Rd
Stonecrest GA 30038
United States



Submitted Site (First Cycle Submittal)

SITE AREA CALCULATIONS
LOT SIZE = 0.715 AC

BUILDING AREA CALCULATIONS
PROP. BUILDING AREA = 14,500 SQ. FT. (300 SEATS)

ZONING
CITY OF STONEMOUNT (RESIDENTIAL)
NOTE: SPECIAL USE PERMIT REQUIRED FOR CHURCH

PARKING
MIN. CAR PARKING REQD. = 75 SPACES (1 SPACE/4 SEATS)
MIN. CAR PARKING ALLOWED = 140 SPACES (1 SPACE/2 SEATS)
CAR PARKING PROVIDED = 140 SPACES (1 SPACE/2 SEATS)
BUS PARKING REQD. = 0 SPACES (1 BUS/20 CARS)

RETRAKES
FRONT YARD RETRAK = 30'
SIDE YARD RETRAK = 10'
REAR YARD RETRAK = 30' (MINIMUM RESIDENTIAL ZONING)
CORNER BUILDING RETRAK = 30'
PARKING LOT RETRAK = 20'

STREETSCAPE REQUIREMENTS
LANDSCAPE STRIP REQD. = 10'
CONC. SIDEWALK = 6"
FRONT LANDSCAPE STRIP = 10'
MINIMUM REDUCTION REQUESTED DUE TO TRANSMISSION POLE = 6"
CONC. SIDEWALK = 6"

JDM CONSULTANTS
P.O. BOX 58411
ATLANTA, GA 30358
(404) 266-7848
jdm@jdmconsultants.com
jdmconsultants@gmail.com

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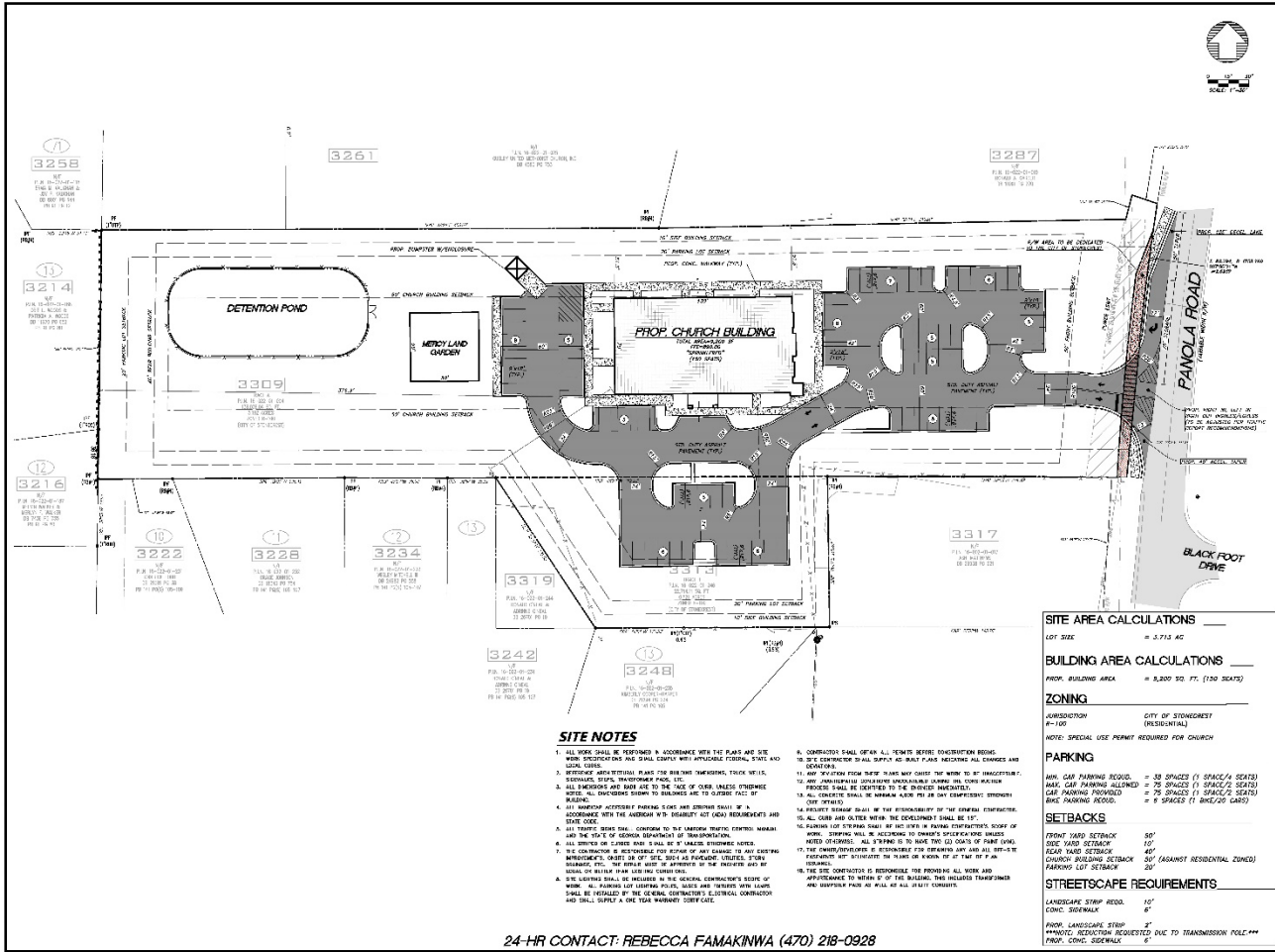
PROJECT: **CELESTIAL CHURCH OF CHRIST**
300 S. 1013 PANOIA ROAD
CITY OF STONEMOUNT
DEKALB COUNTY, GEORGIA
PLOT: 14-0000000-0000

SHEET TITLE: **CONCEPT PLAN**

DESIGNED BY: JDM
DRAWN BY: DJ
CHECKED BY: DJ
APPROVED BY: JDM

SCALE: AS SHOWN
DATE: 07-16-2023
PROJECT NO.: **CSP3**

Submitted Site Plan (Submitted January 10, 2024)



JDM CONSULTANTS
CONSULTING CONSTRUCTION MANAGEMENT

P.O. BOX 46611
ATLANTA, GA 30386
TEL: 404.361.1111
WWW.JDMCONSULTANTS.COM
JDM@jdmconsultants.com

PROJ. NO. 23-009

DATE: 01/28/2024

SCALE: AS SHOWN

PROJECT: CELESTIAL CHURCH OF CHRIST

3806 S 235 S PANOLA A ROAD
TOWNSHIP OF STONEMONT
DEKALB COUNTY, GEORGIA
PID: 16-0224-004-00001
PID: 16-0224-011-001-00
ZONING: R-100

1 OF 1

GEORGIA 811
www.Georgia811.com
800.452.8811

- SITE NOTES**
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE SPECIFICATIONS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
 2. SETBACKS AND SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE FOUNDATION WALLS.
 3. ALL BUILDINGS AND STRUCTURES SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS.
 4. ALL UTILITIES SHALL BE DEEPER THAN THE FOUNDATION WALLS.
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 20. ALL UTILITIES SHALL BE DEEPER THAN THE FOUNDATION WALLS.

24-HR CONTACT: REBECCA FAMAKINWA (470) 216-0928



SITE AREA CALCULATIONS
 LOT SIZE = 3.713 AC

BUILDING AREA CALCULATIONS
 (RESIDENTIAL)
 BUILDING AREA = 9,200 SQ. FT. (150 SEATS)

ZONING
 JURISDICTION CITY OF STONECREST
 (RESIDENTIAL)
 NOTE: SPECIAL USE PERMIT REQUIRED FOR CHURCH

PARKING
 MIN. CAR PARKING REQD. = 28 SPACES (1 SPACE/1/4 SEAT)
 MAX. CAR PARKING ALLOWED = 28 SPACES (1 SPACE/1/2 SEAT)
 CAR PARKING PROVIDED = 28 SPACES (1 SPACE/1/2 SEAT)
 SITE PARKING REQD. = 8 SPACES (1 SPACE/22 CAR)

SETBACKS
 FRONT YARD SETBACK 35'
 SIDE YARD SETBACK 15'
 REAR YARD SETBACK 45'
 CHURCH BUILDING SETBACK 35' (LARGEST RESIDENTIAL ZONES)
 PARKING LOT SETBACK 25'

STREETSCAPE REQUIREMENTS
 LANDSCAPE STRIP REQD. 15'
 CONC. SIDEWALK 8'
 PROP. LANDSCAPE STRIP 5'
 MINIMUM REDUCTION REQUESTED DUE TO TRANSMISSION POLE ***
 PROP. CONC. SIDEWALK 8'

SITE LANDSCAPING REQUIRED
 5' PERIMETER LANDSCAPE STRIP (1 OVERSTORY TREE / 20 LF)
 MIN. 15% OF THE TOTAL PARKING AREA TO BE LANDSCAPED
 CONCERNING HOLES OR BURN (15' DIAMETER MAX) TO BE PROVIDED BETWEEN SHARED PARKING AND 50' W'
 ONE TREE / 8' PARKING SPACE
 PARKING LOTS TO BE BUFFERED FROM ADJACENT PROPERTY OWNERS
 MIN. SITE DENSITY = 30 UNITS/AC (11.18 UNITS)

CELESTIAL CHURCH OF CHRIST

3309 & 3313 PANOLA ROAD, CITY OF STONECREST, DEKALB COUNTY, GEORGIA

JANUARY 7, 2024
JDM
 CONSULTANTS
 DESIGN
 CONSULTING
 CONSTRUCTION MANAGEMENT

Submitted Renderings/Elevations (First Cycle Submittal)

**PROPOSED NEW CHURCH BUILDING FOR
CELESTIAL CHURCH OF CHRIST
3309 & 3313 PANOLA RD, STONECREST, GA**



CLIENT:

CELESTIAL CHURCH OF CHRIST
PASTOR FAMAKINUA

ARCHITECT

Boye
BOYE ARCHITECTURE

100% PRELIMINARY DESIGN SUBMITTAL - MAY 31, 2023



FIRST FLOOR PLAN-
 1/8"=1'-0"
 FIRST FLOOR AREA - 10,500 SF



RIGHTSIDE ELEVATION
 1/8"=1'-0"



FRONT ELEVATION
 1/8"=1'-0"

NO.	DATE	DESCRIPTION

NEW SANCTUARY
 CELESTIAL CHURCH OF
 CHRIST
 3300 S. 2510 PARKWAY, N.W.,
 STONE MOUNT, GA.

ROSE ARCHITECTURE
 ARCHITECTURE
 INTERIOR DESIGN
 LAND PLANNING
 3388 LORRY ROAD,
 SUITE 100
 ATLANTA, GA 30328
 TEL: 404.525.8100
 WWW.ROSEARCHITECTURE.COM
 WWW.ROSEARCHITECTURE.COM

NOT RELEASED FOR
 CONSTRUCTION
 SPEC.
 PRELIMINARY DESIGN

DATE: 08/01/2023
 PROJECT NO.: 23001
 DRAWN BY: JTS
 CHECKED BY: JTS

FLOOR
 PLAN
A-1

Letter of Intent (First Cycle Submittal)



August 09, 2023
City of Stonecrest Planning and Zoning
3120 Stonecrest Blvd, Suite 190
Stonecrest, GA 30038

Statement of Intent

The applicant, Christ Gospel Parish Celestial Church of Christ, Inc, is seeking a Special Land Use Permit (SLUP) for the combined property at addresses 3309 and 3313 Panola Road, City of Stonecrest, DeKalb County, GA 30038 totaling 3.713 acres (to be referred to as the “subject property”). The request SLUP is for the development of a church. The subject property is presently zoned R-100. This zoning category does allow for churches as a land use. The proposed church will have 10,500 square feet and 300 seats. It meets all required parking and setback requirements from the City of Stonecrest’s zoning ordinances.

The “subject property” is situated in Land Lot(s) 22 and 43, District 16 in the City of Stonecrest. It has frontage on the East side of the property along Panola Road’s right of way. It has similar R-100 zoned church to the North and R-100 zoned single family residential properties on the South and West.

The applicant has given special attention to ensure the layout and design of the site allows for efficient ingress & egress to the “subject property,” as well as pedestrian traffic & landscaping across the site. The applicant looks forward to discussions with the neighbors, county officials and other interested parties to ensure a similar blend with the surrounding area.

Thank you for the thoughtful attention to the foregoing request for rezoning. We look forward to working with you on this important matter.

Please call us if you have any questions.

Regards,

Darrell Johnson, CEO
JDM Consultants, LLC

JDM Consultants, LLC | 205.266.1648 | JDMConsultantsLLC@gmail.com

Letter of Intent (Submitted January 10, 2024)



August 09, 2023
Revised: January 7, 2024
City of Stonecrest Planning and Zoning
3120 Stonecrest Blvd, Suite 190
Stonecrest, GA 30038

Statement of Intent

The applicant, Christ Gospel Parish Celestial Church of Christ, Inc, is seeking a Special Land Use Permit (SLUP) for the combined property at addresses 3309 and 3313 Panola Road, City of Stonecrest, DeKalb County, GA 30038 totaling 3.713 acres (to be referred to as the “subject property”). The request SLUP is for the development of a church. The subject property is presently zoned R-100. This zoning category does allow for churches as a land use. The proposed church will have 9,200 square feet and a 150-seat sanctuary. It meets all required parking and setback requirements from the City of Stonecrest’s zoning ordinances.

The “subject property” is situated in Land Lot(s) 22 and 43, District 16 in the City of Stonecrest. It has frontage on the East side of the property along Panola Road’s right of way. It has similar R-100 zoned church to the North and R-100 zoned single family residential properties on the South and West.

The applicant has given special attention to ensure the layout and design of the site allows for efficient ingress & egress to the “subject property,” as well as pedestrian traffic & landscaping across the site. The applicant looks forward to discussions with the neighbors, county officials and other interested parties to ensure a similar blend with the surrounding area.

Thank you for the thoughtful attention to the foregoing request for rezoning. We look forward to working with you on this important matter.

Please call us if you have any questions.

Regards,

Darrell Johnson, CEO
JDM Consultants, LLC

JDM Consultants, LLC | 205.266.1648 | JDMConsultantsLLC@gmail.com

**STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST**

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO _____ SPECIAL LAND USE PERMIT 23-009 ON PARCEL**
3 **NUMBERS 16 022 01 004 AND 16 022 01 246 TO DEVELOP A PLACE OF WORSHIP AT**
4 **3309 AND 3313 PANOLA ROAD STONECREST, GEORGIA 30038; TO PROVIDE**
5 **SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO**
6 **PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR**
7 **OTHER LAWFUL PUPOSES.**

8 **WHEREAS**, the governing body of the City of Stonecrest (“City”) is the Mayor and City
9 Council (“City Council”) thereof; and

10 **WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
11 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

12 **WHEREAS**, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
13 relating to its property, affairs, and local government; and

14 **WHEREAS**, the City of Stonecrest has been vested with substantial powers, rights, and
15 functions to generally regulate the use of real property to maintain health, morals, safety, security,
16 peace, and the general welfare of the City; and

17 **WHEREAS**, the city received an application for the approval to develop a place of worship
18 at 3309 and 3313 Panola Road; and

19 **WHEREAS**, pursuant to the city’s zoning Ordinance applicants who desire to develop a
20 place of worship must obtain a special land use permit; and

21 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
22 pursuant to the provisions of the City’s Zoning Procedures Law; and

23 **WHEREAS**, the City has properly advertised and held a public hearing before the
24 Planning Commission regarding SLUP 23-009, the request for special land use permit to develop
25 a place of worship at 3309 and 3313 Panola Road; and

26 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
27 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
28 this Ordinance; and

29 **WHEREAS**, the Planning and Zoning Department recommends denial of special land use
30 permit 23-009 of property located at 3309 and 3313 Panola Road; and

31 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
32 impacted by the adoption of this Ordinance.

33 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
34 **THE CITY OF STONECREST, GEORGIA, as follows:**

35 **Section 1.** SLUP 23-009, to develop a place of worship at 3309 and 3313 Panola Road,
36 satisfying Section 7.4.6 of Division 4 of Article 7 and Section 4.2.42 of Division 2 of Article 7 in
37 Chapter 27 of the City of Stonecrest Code of Ordinances, is _____.

38 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
39 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
40 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

41 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent

42 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance
43 is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It
44 is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
45 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
46 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

47 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
48 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
49 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
50 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
51 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
52 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
53 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
54 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
55 effect.

56 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
57 correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

58 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
59 repealed.

60 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
61 State of Georgia and the City of Stonecrest.

62 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
63 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
64 Stonecrest, Georgia.

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2024.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

65
66
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CITY COUNCIL AGENDA ITEM

SUBJECT: Allotted Time for Public Comments

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 02/12/24 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: George Turner, Mayor Pro Tem

PRESENTER: George Turner, Mayor Pro Tem

PURPOSE: Click or tap here to enter text.

FACTS: To make a decision on the allotted time allowed for public comments during City Council meetings.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - **Sec. 2-349. Public Participation**
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

ORDINANCE NO. 2024-_____

1 **AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION) ARTICLE IX.**
2 **(RULES AND PROCEDURES FOR CITY COUNCIL MEETINGS AND**
3 **PUBLIC HEARINGS FOR THE CITY OF STONECREST, GEORGIA) SEC. 2-349.**
4 **(PUBLIC PARTICIPATION), OF THE CITY OF STONECREST CODE OF**
5 **ORDINANCES TO INCREASE THE TIME OF PUBLIC COMMENTS IN PUBLIC**
6 **MEETINGS FROM TWO MINUTES TO THREE MINUTES; TO PROVIDE FOR**
7 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
8 **ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR**
9 **OTHER LAWFUL PURPOSES.**

10 **WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation
11 created under the laws of the State of Georgia; and

12 **WHEREAS**, the duly elected governing authority of the City is the Mayor and Council
13 (“City Council”) thereof; and

14 **WHEREAS**, the City Council shall have the authority to adopt and provide for the
15 execution of such ordinances, resolutions, policies, rules, and regulations, which it shall deem
16 necessary, expedient, or helpful for the peace, good order, protection of life and property, health,
17 welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City
18 of Stonecrest and may enforce such ordinances by imposing penalties for violation thereof; and

19 **WHEREAS**, CHAPTER 2 (ADMINISTRATION) ARTICLE V (RULES AND
20 PROCEDURES FOR CITY COUNCIL MEETINGS AND PUBLIC HEARINGS FOR THE
21 CITY OF STONECREST, GEORGIA) SEC. 2-349. (PUBLIC PARTICIPATION) (“Public
22 Participation Ordinance”) of the City of Stonecrest Code of Ordinances provides for the amount
23 of time that each member of the public can deliver public comments to the governing body, any
24 committee of the members of the governing body or a quorum of any committee created by the
25 governing body; and

26 **WHEREAS**, the City Council desires to amend the text of the Public Participation
27 Ordinance to increase the time of public comments in public meetings from two minutes to three
28 minutes; and

29 **WHEREAS**, the City Council finds that it is the best interest of the City to amend the
30 Public Participation Ordinance.

31 **NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR
32 AND COUNCIL OF THE CITY OF STONECREST, GEORGIA and by the authority
33 thereof:**

34 **Section 1.** The Code of Ordinances, City of Stonecrest, Georgia is hereby amended by revising
35 CHAPTER 2 (ADMINISTRATION) ARTICLE V (RULES AND PROCEDURES FOR CITY
36 COUNCIL MEETINGS AND PUBLIC HEARINGS FOR THE CITY OF STONECREST,
37 GEORGIA) SEC. 2-349. (PUBLIC PARTICIPATION) by adopting the provisions set forth in
38 Exhibit A attached hereto and made a part by reference.

39 **Section 2.** That the amended ordinance be read and codified as follows with added text in **red**
40 **font, bold and underlined** and deleted text in **red and strikethrough** font.

41 **Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated
42 by reference as if fully set out herein.

43 **Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all
44 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
45 enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

46 (b) It is hereby declared to be the intention of the Mayor and Council that, to the
47 greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of
48 this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this
49 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
50 greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance
51 is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this
52 Ordinance.

53 (c) In the event that any phrase, clause, sentence, paragraph or section of this
54 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
55 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
56 express intent of the Mayor and Council that such invalidity, unconstitutionality or
57 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
58 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
59 sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
60 clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional,
61 enforceable, and of full force and effect.

62 **Section 5.** The City Clerk, with the concurrence of the City Attorney, is authorized to
63 correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

64 **Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
65 repealed to the extent of the conflict only.

66 **Section 7.** The effective date of this Ordinance shall be the date of its adoption by the
67 Mayor and Council unless otherwise stated herein.

68 **Section 8.** The Ordinance shall be codified in a manner consistent with the laws of the
69 State of Georgia and the City of Stonecrest.

70 **Section 9.** It is the intention of the governing body, and it is hereby ordained that the
71 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
72 Stonecrest, Georgia and the sections of this Ordinance may be renumbered to accomplish such
73 intention.

SO ORDAINED this ____ day of _____, 2024.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A74 **Sec. 2-349. Public participation.**

75 Public participation in meetings of the City Council shall be permitted in accordance with the provisions of
76 this section.

77 (a) *Public Comments.* The floor shall be open for public comments at one point during the meeting. The
78 public comments section will be provided immediately following the approval of the minutes. This
79 public comments period will last a maximum of 30 minutes, and speakers' comments will be limited to
80 ~~two~~ **three** minutes each.

81 All members of the public wishing to address the City Council shall submit their name and the
82 topic of their comments to the city clerk prior to the start of any meeting held by the City Council.
83 Individuals will be held to established time limits.

84 (b) *Public Hearings.* The City Council may schedule public hearings for the purpose of soliciting public
85 comment on any subject of interest to the City Council. Hearings may be held immediately prior to,
86 during, or following a meeting of the City Council or at such other places and times as the City Council
87 may determine. Hearings may last up to, but not more than ten minutes per side. These limits may be
88 waived by a Majority Vote. No official action shall be taken during any such public hearing. Hearings on
89 zoning decisions shall be governed in accordance with the zoning policies and procedures. If the
90 applicants of rezoning actions or individuals who wish to oppose or support a rezoning action have
91 contributed more than \$250.00 to the campaign of a Councilmember, the individual shall file a
92 campaign disclosure form prior to the first hearing by the City Council.

93 (c) *Decorum.* Members of the public shall not make inappropriate or offensive comments at a City Council
94 meeting and are expected to comply with the rules of decorum that are established for
95 Councilmembers. Individuals violating any rules of the City Council may be ruled out of order by the
96 Mayor. An individual violating the rules of decorum may be removed from the meeting at the direction
97 of the Mayor.

98



CITY COUNCIL AGENDA ITEM

SUBJECT: Browns Mill Aquatics Center Pool Maintenance Contract

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Sedrick Swan, Director of Parks & Recreation

PRESENTER: Sedrick Swan, Director of Parks & Recreation

PURPOSE: Seeking approval to award the contract for management services for Browns Mill Aquatics Center to Pool Management, Inc.

FACTS: Date of Solicitation: 12/07/23 Closing date: 1/11/24 Number of Bidders: (4) Bid Summary: The City of Stonecrest is seeking a qualified Aquatics/Waterpark Management vendor to provide Aquatics/Waterpark maintenance services and janitorial services to the City site. Purchasing Policy Adherence: Released as a Competitive Formal Solicitation, Invitation to Bid, based on the projected dollar amount and the service to be rendered.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Pool Management Inc.



CITY COUNCIL AGENDA ITEM

- (2) Attachment 2 - UNOT 23-128
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

**SERVICE CONTRACT
Pool Management Services
Invitation to Bid 23-128**

This **CONTRACT** made and entered into this _____ day of _____ 2024 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **Pool Management, Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2024 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-128 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit J: Non-Collusion Affidavit.
- Exhibit K: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

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

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

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

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

Signatures on the following page.

Stonecrest, GEORGIA

By: _____
Jazzmin Cobble
Mayor City of Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Pool Management, Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days their work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.

- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City’s discretion.
- 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City’s prior approval.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider’s personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City’s Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider’s non-disclosure obligations.
- 7.3 The Service Provider shall seek the City’s prior written consent before using for any

purpose other than the fulfillment of the Service Provider's obligations hereunder, before releasing, disclosing, or otherwise making such information available to any other person.

- 7.4** The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5** The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1** The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2** The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3** The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4** The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.5** The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices

submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

- 10.6 The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.
- 10.7 The Service Provider will agree to comply with the City of Stonecrest’s Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider’s performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider’s compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300- 104-1-.02.

12. SERVICE PROVIDER’S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider’s, or its subcontractor’s (or the officers’ directors’, employees’ or agents’ of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1** The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2** In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3** The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4** No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 13.5** In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other

employee benefit acts.

13.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

13.7 Insurance

13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City’s Council and the citizens’ advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider’s performance of the Contract work:

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CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

13.7.2 Health Insurance. Not applicable.

13.7.3 Garage Liability Insurance. Not applicable.

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

13.7.5 Crime Coverage. Not applicable.

13.7.6 Pollution Liability Insurance. Not applicable.

13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

- 14.1** The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2** All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia, and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

15. CONTRACT ADJUSTMENTS

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

16. SUBCONTRACTORS

- 16.1** The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arms-length transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor’s performance shall remain fully

responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the bid.

- 16.2** This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section.
- 16.3** To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.4** In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1** the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2** the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3** the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4** the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5** the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the

appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 17.1.6** the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7** there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8** the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2** Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 17.3** Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or

(5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
- (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests

of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City’s prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

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

City Manager
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

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

21. NONDISCRIMINATION

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

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 21.1.3** Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.
- 21.1.4** Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5** Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1** Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2** Cancellation, termination or suspension of the Contract, in whole or in part.
- 21.1.6** Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 21.2** The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in

the Contract Documents (the “Submittals”). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1** The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2** This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3** The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider’s officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4** The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys’ fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 23.5** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6** The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8** The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9** If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10** The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11** The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12** The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 23.13** The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14** The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15** The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16** The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read- only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and

subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17** The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18** There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19** Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20** In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21** The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22** The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all

liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.

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

23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

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

EXHIBIT B

Item XIII. a.

SPECIFICATIONS AND SCOPE OF WORK

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

I. INTRODUCTION

The City of Stonecrest is seeking a qualified Aquatics/Waterpark Management vendor to provide Aquatics/Waterpark maintenance services and janitorial services to the City site. The successful respondent will enter into a contract with the City of Stonecrest for the provision of the services above mentioned.

It is important that the City have the ability to select the most advantageous proposal based on the quality and scope of the proposal, proposed budgets, adherence to proposal City requirements as identified within this ITB, and the City's established deadline for initiation of TBD. The term of the services will be for TBD, commencing TBD and expire on TBD based upon satisfactory contract performance.

Background

The City of Stonecrest (CITY) is in the southern portion of DeKalb County. Our Parks and Recreation Mission is to provide quality parks, programs, services, and experiences that energize visitors and create life-long users and advocates. The City will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

II. SCOPE OF WORK

AQUATIC FACILITIES: The City of Stonecrest owns and operates an Aquatic Center with lap pool, flume slides, lazy river, children's water area and other water features.

The Stonecrest Aquatic Center is located at 4929 Browns Mill Road, Stonecrest, Georgia, 30038. The pool must be ready for swimming by Memorial Day weekend. Opening day for the public is Saturday of Memorial Day weekend and it will remain open seven (7) days a week until DeKalb County Public Schools resumes. After that date, the pool will be open 3-5 days a week for Senior activities and on the weekends (Saturday and Sunday) through Labor Day for public swimming, closing the day after Labor Day. Monday-Saturday the pool is open to the public from 12:00pm until 8:00pm. Sunday it is open from 12:00pm until 6:00pm. The facility may stay open to a limited capacity for lessons, programs, or rentals, depending on the request. No activity will extend beyond 11:00pm. Stonecrest Aquatic Center consists of a Main Pool with zero entry and a double tower slide, plus an attached 4 lane lap pool, a small child pool area with zero entry and water play features and a lazy river area.

If the City elects to renew the contract for subsequent years, the dates notated in this Contract shall be adjusted to reflect the actual calendar dates for the subsequent year.

Optional Extension: The City may, at its sole discretion, extend the time for which the pools are open to the public. In the event the City decides to exercise this option to extend the time, the City will give the Service Provider thirty (30) days written notice. The Service Provider agrees to provide additional services at the rate described in Exhibit C. During this Optional Extension, the Service Provider shall provide the following level of staffing: 7 staff members (Seven Lifeguards provided by Service Provider)

The Pool Coordinator provided by Stonecrest will be the gate attendant while on duty. During the Optional Extension, the Service Provider must continue to perform all the duties of the scope of this Contract.

A. STAFFING

The Pool Service Provider will provide the following staffing to provide the work described in the scope of the work.

The City will hire and train the Pool Coordinator that will work with the Pool Service Providers lifeguards, lifeguard supervisors and pool maintenance staff.

1. The Pool Service Provider along with the Athletic & Aquatic Coordinator will visit the Pool periodically to check the Pool operation and condition of the facilities.
2. Site Supervisor: The Pool Service Provider will assign a Site Supervisor who will be a certified pool operator, responsible for overseeing pool lifeguards, coordinating the seasonal opening, and closing procedures of the pools, and facilitating the delivery of all pool necessities, including chemicals, cleaning equipment, and lifesaving equipment in accordance with the City's Financial Management Purchasing Policy. The Site Supervisor is responsible for scheduling work for these procedures and scheduling a county inspection. The Site Supervisor will also conduct inspections of the Pool's operation and facility conditions at least three times per week. The results of these inspections will be reported to the Athletic & Aquatic Coordinator immediately so that any necessary action can be taken quickly. The Site Supervisor will also provide the City with a cell phone number where he/she may be reached in the event of an emergency. The Site Supervisor shall be responsible for resolving any complaints or issues that may arise in connection with the operation of the Pool. The Site Supervisor may enlist the help of the Pool Service Provider as needed.
3. Service Technician: The Service Technician is on call seven days a week in season for maintenance and repair calls. The Service Technician is responsible for performing all minor repairs on an as needed basis. The Site Supervisor will notify the Service Technician when a repair is needed. The City must approve repairs in writing prior to the Service Technician initiating the repair. The Service Technician will schedule the repair, gather parts and materials, and perform the repair in accordance with the City's Financial Management Purchasing Policy.
4. Pool Coordinator: The City will hire and train the Pool Coordinator that will work with the Pool Service Provider's lifeguard supervisor, lifeguards, and pool maintenance staff. The Pool Service Provider shall also be responsible for maintaining pool records of pool chemistry as dictated by county law. The Pool Coordinator shall report any shortages of pool chemicals or pool supplies to Service Provider management. In addition, the Pool Coordinator shall report to the Athletic & Aquatic Coordinator about the condition of the pool and the performance of the lifeguards. The Pool Coordinator shall be responsible for ensuring the daily admittance fees are collected by the gate attendant and will oversee concession operations. Monies collected for any purpose, in any form of payment, will be managed by The City of Stonecrest staff and will be deposited with the City in accordance with the provisions or policies determined by the Finance Director.
5. Lifeguards: The Pool Service Provider will provide lifeguard supervision for public swimming, swim lessons, and other organized pool activities such as private parties. Lifeguards must be certified through the Red Cross in lifeguard training, first aid, and CPR for infants, children, and adults. Proof of certification must be provided to the City prior to opening of pools. Lifeguards will be responsible for the safety of the pool patrons and environment, as well as the upkeep and cleanliness of the pool, deck, and the bathhouse. The Lifeguards are responsible for supervising pool activities and ensuring safety. The Lifeguards shall also maintain pool chemistry, basic pump house maintenance, and debris removal from the pool area. They are to report any problems to the Pool Coordinator or Site

Supervisor. All Lifeguards must be employees of the Pool Service Provider and not independent contractors. At a minimum, four (4) lifeguards must be on duty, in public view, always when the facility is open, including a lifeguard on duty at the top of the Slide Tower. One (1) additional lifeguard is required for every twenty-four (24) people in attendance beyond the first fifty (50) attendees, and there must be a minimum of one (1) lifeguard in reserve for rotations. The Pool Coordinator and Site Supervisor will supervise the swimming pools but will not be counted in the ratio of required lifeguards. If operations warrant additional lifeguards due to attendance or other factors, the City will agree to additional lifeguard staff at the rate established in this proposal for lifeguards.

The Pool Service Provider is required to effectively communicate in writing their training, evaluation, and disciplinary policy and procedures for all employees. The Pool Service Provider is to conduct service training as per guidelines of Ellis, Red Cross or Star Guard. The Pool Service Provider will provide both orientation and training onsite prior to the opening of the season along with monthly training in services for the duration of the season. The Pool Service Provider will prepare a manual for employees dictating the securing of pool areas, opening/closing duties, vacuuming the pool, backwashing the filter, post event clean-up, on duty policies (including appropriate dress), guard stationing and rotations, basic pool rules, importance of keeping working areas clean (pump house), and the importance of customer service.

The Pool Service Provider must supervise lifeguards on a weekly basis and provide written proof of supervision and evaluation to the City of Stonecrest Parks and Recreation Department. The Pool Service Provider must provide the City with any opening/closing incident and accident reports. In no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Pool Service Provider.

The Pool Service Provider will be responsible for completing and obtaining all county department of health certifications prior to opening each year. The Pool Service Provider shall invoice the permit fees for DeKalb County to the City for payment with the first payment invoice. All other pool facility requirements, documents, permits, and inspections will also be obtained by the Pool Service Provider for the City.

The Pool Service Provider will be required to E-Verify each employee and conduct both state and national background checks. Verifying documentation will be required by the City.

The City has the authority to require and impose rules and regulations to be enforced by the Pool Service Provider. The City has the right to request any employee be removed from performing the work under this contract.

B. Facility Prep:

a. Spring Opening:

(Access to the facilities for this preparation work is to be coordinated with the City's Athletic & Aquatic Coordinator of Parks and Recreation.)

Pre-Season Site Evaluation and Recommendations: The Pool Service Provider will review all bathhouses, pool decks, pool shells, pump/chemical/filtration systems, and essential pool equipment to recommend the needed improvements prior to March 4, 2024. A detailed report will be submitted to the City of Stonecrest Parks and Recreation Athletic & Aquatic Coordinator no later than this date. This is to ensure ample time to make repairs and improvements to successfully open sites prior to opening date. The Pool Service Provider shall provide the following services no later than two (2)

weeks prior to the scheduled opening date of the pool, or the date authorized by the representative:

Item XIII. a.

- i. Pressure wash pool deck.
- ii. Clean, inspect and prepare vacuuming equipment and hoses.
- iii. Drain and acid wash pools or surfaces if necessary.
- iv. Order, store, and utilize necessary chemicals.
- v. Fill pools and balance pool chemistry.
- vi. Install ladders, check diving boards, place lifeguard chairs and place furniture.
- vii. Check and test equipment, i.e., chemical feeders, flow meters, pressure gauges, valves, underwater lights, skimmers, vacuum systems, return inlets, report status to the City.
- viii. Check all pumps and motors to the attractions; lubricate valves and pump bearings, as necessary.
- ix. Clean pool area within the pool enclosure and pool bathrooms.
- x. As a good practice, circulate water through filtration system.
- xi. Furnish, store, and inject necessary chemicals for operation of the pools.
- xii. Backwash filters and inspect for any defects.
- xiii. Have pools ready for operation at least seven (7) days before opening day, or the date approved by the City's authorized representative.
- xiv. Report to the City in a timely manner of all operating deficiencies found.
- xv. Be responsible for check-out and handling of facility keys to staff.
- xvi. Check the condition of life saving equipment and report any damaged or missing equipment to the City.
- xvii. Checking the condition of proper maintenance and cleaning equipment.
- xviii. Ensure annual maintenance service task has been completed on chemical feeders since prior season's end.
- xix. As a safety rule, conduct maintenance servicing to underwater pool lights. It must include the proper waterproof.
- xx. Other items as assigned by the City.
- xxi. Facility Operations:

The Pool Service Provider will be responsible for the following duties, daily or as needed:

- A. The Pool Service Provider shall complete a documented (written) daily safety check of the entire facility.
- B. The Pool Service Provider shall be on duty a minimum of one (1) hour before and one (1) hour after public swimming operating hours.
- C. Pool vacuuming should be scheduled daily. Each pool will be vacuumed entirely, at a minimum of once per week. Pools will be vacuumed before the public enters the pool.
- D. Pool filters must be backwashed as needed.
- E. Lifeguard's room, outdoor bathhouse/restroom, all areas within the fencing, and the premises within twenty-five (25) feet of the facility must be maintained in a clean and orderly fashion by the proper collection of waste, garbage, and all other debris. Everyone on duty within the Aquatic Center, regardless of employment, will assist with litter and cleanliness of any common area, or when a visual need for cleaning or re-stocking arises. It is in everyone's interest to keep the facility clean and always functioning. The Parks & Recreation Department shall conduct ongoing cleaning during hours of operation to maintain the reasonable condition of the facilities. The primary cleaning of the outdoor bathhouse/restrooms must be completed during times not scheduled for public swimming or programing. The City shall restock restrooms daily and be responsible for opening pool area bathhouse/restrooms each morning and lock and secure the pool areas at the end of each day.

- The Pool Service Provider will assist City Staff by maintaining the areas around Lifeguard stands, pump houses, lifeguard rooms/lockers and assisting with cleaning and stocking based on availability and/or upon request by City Staff for assistance.
- F. The pool deck must be cleaned and maintained throughout each day.
- G. Trash must be emptied as needed daily. All bags must be emptied at the end of the day to prevent pests. All bags must be placed in the dumpsters outside the facility.
- H. Deck furniture must be straightened daily and set up upon closing in preparation for the following day.
- I. Pool deck must be blown and kept debris free daily.
- J. All safety equipment must be checked and tested.
- K. The Pool Service Provider will retain a record of all problems brought to their attention. The Athletic & Aquatics Coordinator should be contacted within 24 hours (about 1 day) of all problems.
- L. The Pool Service Provider will keep detailed records of any pullouts, rescues, or injuries, describing the circumstances surrounding the incident and denoting the specific location of the incident. The Athletic & Aquatics Coordinator should be notified immediately if any of the above incidents occur.
- M. The Pool Service Provider will keep detailed records of pool closings for partial or full days.
- N. The Pool Service Provider shall use testing kits and chemicals to maintain the proper pool water chemical balance, pH levels, chlorine levels, alkalinity levels, cyanuric acid levels, and calcium hardness levels.
- O. The Pool Service Provider will stock chlorine, cyanuric acid, sodium bicarbonate, muriatic acid, soda ash, calcium chloride, polyquat algaecide, pool clarifier, and other chemicals necessary to maintain proper pool chemical balance.
- P. The Pool Service Provider will supervise all lifeguard personnel and instructors employed by PSP. Once the season has opened for regular hours of operation, PSP shall make supervisory site visits to the pool facilities with regular frequency. Attention to safety, health and general maintenance of the physical plant will be the focus of these reviews.
- Q. Ensure staff are trained to meet professional standards and in proper "Lifeguard" uniform for quick identification.
- R. Post results of each County Health Inspection.

2. Water Quality Standards:

The Pool Service Provider will maintain, at its expense, an inventory of all chemicals appropriate for the proper routine operation, safety and cleanliness of the swimming pool. The Pool Service Provider will use the current sanitation systems in place. (Acid PH Control and Pulsar Chlorination System, or other) The Pool Service Provider will also maintain the pool chemistry levels in accordance with such statues, ordinances, rules, and regulations governing pool chemistry as are adopted from time to time by the State of Georgia and DeKalb Country, at its expense.

The Pool Service Provider shall maintain the swimming pool water within the recommended tolerances:

- Chlorine: 2.0-5.0 ppm
- pH: 7.2-7.8
- Calcium Hardness: 200-400 ppm
- Cyanuric Acid: less than 100 ppm

At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. If the local health department revokes permission to operate a pool due to poor water quality, and the City shall be entitled to a partial refund of the contract price, determined using the following formula: (number of days closed) X (average daily portion of the contract price).

3. Repair Work/Emergency on Call Service:

The Pool Service Provider will notify the Athletic & Aquatics Coordinator promptly regarding any required repair work. The Pool Service Provider will be given the opportunity to bid on said work. Likewise, the Pool Service Provider must designate a representative contact for twenty-four (24) hour on-call service in the event of pool facility emergencies. This representative must have the ability to respond to any emergencies within two (2) hours of an emergency call.

4. Supplies:

The City shall furnish all first aid supplies as specified through its internal contractor. The Pool Service Provider will be expected to let the City know if any items need to be replaced. The City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, and light bulbs) for the facility. The City shall furnish water, telephone, electricity, gas, and garbage collection and pay for the same.

5. Programming:

The Pool Service Provider will work with The City of Stonecrest Athletic & Aquatic Coordinator to develop seasonal program offerings outside of regularly scheduled pool operational hours. These may be scheduled in the morning hours 3-5 times per week prior or after the regular pool operation hours of 12:00 pm-8:00 pm. These must be planned and organized no later than April 3, 2024, and will include but not be limited to:

- Water Aerobics
- Swim Team Practices and Meets
- Swim Lessons
- Pool Rentals
- Age and Skill Based Swimming lessons
- Water Safety and Lifeguard Training
- Monthly Special Event Nights at the Pool

Lifeguards and pool facility operation will be requested during all swim meet practices, pool rentals, and meets. (If any

6. Pool Rentals

Pool rentals and birthday parties may be scheduled outside of regular public operations, programming, and swim team hours. The City of Stonecrest Parks and Recreation Department office and staff will oversee the scheduling of all rentals and will communicate the rental schedule to the Company no less than seven (5-7) days prior to rental. The Pool Service Provider will be responsible for staffing (lifeguards) the rental based on the number of people expected.

The Pool Service Provider shall for provision of lifeguard services for pool rentals and other special programs scheduled outside public swim hours that are not listed in the above paragraph at the hourly rate of \$25.00 per hour. Each invoice submitted by The Pool Service Provider is to detail the additional cost of staff rentals during the invoice period.

7. Pool Open and Closing:

The Pool Service Provider shall have the authority to close the facilities during inclement weather and shall be prepared to reopen the facilities when the weather permits.

If a facility is to be closed for the day, there will be a mutual agreement by the Pool Service Provider and the City to close the facility to the public.

8. Post Season Service and Winterization:

The Pool Service Provider is required to submit winter service program and winterization plans for the City aquatic facility, including but not limited to:

- A. Inspecting pumps and motors and notifying the City of Stonecrest of any malfunctioning equipment in a timely manner.
- B. Removing and storing movable equipment.
- C. Draining and storing all hoses.
- D. Draining filtration system.
- E. Removing and storing all plugs from plumbing.
- F. Backwashing filters and inspecting for any defects; cleaning elements, checking for any defects.
- G. Draining and re-lubricating chemical feeders.
- H. Leaving all valves at appropriate settings.
- I. Inspecting all pool machinery and equipment and listing parts required for next season's operation to the City.
- J. Checking all pool plumbing and electrical systems, notifying the City of any problems.
- K. Cleaning bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
- L. Draining all bathhouse plumbing and preparing with anti-freeze wherever necessary.
- M. Draining all plumbing, removing any debris.
- N. Draining appropriate pools or providing winter treatment plans.
- O. Removing hair and debris from hair and lint traps.
- P. An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report submitted to the Athletic & Aquatic Coordinator of Parks and Recreation. The Pool Service Provider shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year end written report. At the City's request, the Pool Service Provider shall provide specifications for the repairs and/or replacement and present them to the City.
- Q. The Pool Service Provider shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations. The City will be responsible for fabricating signs.
- R. The Pool Service Provider shall prepare a fall Inspection/Year-end Report to be submitted to the Athletic & Aquatic Coordinator of Parks and Recreation by October 15th of each year of the contract. The winter service program is to begin immediately upon closing of the facilities in September 2024.

The Company will also be required to provide winter service chemical treatments, cleaning, and supervision September 2024 through April 2025.

End of Exhibit B.

EXHIBIT C

Item XIII. a.

DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1) History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2) References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3) Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4) Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

City of Stonecrest



Swimming Pool Management Service

855-794-6764

joel@poolmanagementinc.com

Susan Angelo
Purchasing Coordinator
4929 Browns Mill Road,
Stonecrest, Georgia, 30038

Pool Management Inc will place the right lifeguard according to your pool's specific needs. Pool Management Inc only recruit, hire and provide the best lifeguard services so you can relax and enjoy your summer.

Certified and affiliated with National Associations such as; CAI, (Community Association Institute) CMAA, (Club Managers Association of America) NRPA, (National Park and Rec. Association) and NPMA (National Pool Management Association).

Automated computerized timekeeping and staff attendance system.

Highly trained national and international certified Lifeguards. Coupled with our own training and written review examinations.

Full compliance with local, state and federal codes including OSHA regulations of Blood Born Pathogens and MSDS chemical data sheets.

A full range of Swimming pool management related programs are available including: Swim lessons, personal training, water aerobics, and water fitness programs. Excellent Workers Compensation coverage. We carry a \$1,000,000 general liability insurance program coupled with professional and punitive damages for your protection.





Our Organization



Management



Our team is comprised of several team members dedicated to the success of your community's operation.

1. Hiring - It starts with hiring the right leader will ensure smooth flow of operations. We begin recruiting in the fall to find the right fit just for your community.

2. Training - It takes hearing the same thing about 30 times before the average person remembers it. Before the season begins, we are already showing our team videos, emails and in person training to keep them fresh with their lifeguarding skills.

3. Operations - Team leaders make 2-week schedules and host conference calls weekly to keep teams organized. On site teams complete opening, hourly and cleaning duties that provide transparency of work performed. Everything is in one place: schedules, certifications, clock in and out time, service visits and reporting. Best news yet... you can view it all too!

4. Safety - Priority #1, how do we keep your community safe?! We conduct swim testing for all patrons under 14 years old. We promote swim lessons for those that are not strong swimmers. Guard staff attend an in-service training each month and the facility managers audit each team member each month.

5. Service - Our service team is ready to keep your facility running at a top-notch level. Annually we will complete a walk through to help you keep your facility looking great and optimally operational.



Safety Information

Here are some startling facts on drowning...

Child drowning is a silent death. There's no splashing to alert anyone that the child is in trouble.

58 percent of parents do not consider drowning a threat to their children. (Resource ISR)

Drowning is the leading cause of death for infants and young children between the ages of 1-4. (CDC)

Drowning is the second-leading cause of unintentional injury deaths in children aged 1-14 years. (CDC)

Rates of fatal drowning for minorities are notably higher among these populations in certain age groups. The fatal drowning rate of African American children is 20% higher than that of Caucasian children in the same age range. (CDC)

Safety training and qualified lifeguards are a **MUST**.



Active Lifeguarding

Here are some simple practices of **Active Lifeguarding**.

01. Lifeguards are on duty to enforce rules and water safety.
02. Lifeguards are to provide ACTIVE water safety skills.
03. Lifeguards are to follow the 5 minute scanning rule.
04. Lifeguards are to enforce a "swim test" to identify non-swimmers.
05. Lifeguards are to enforce "touch-supervision" to non-swimmers.
06. Lifeguards are to enforce USCG life jackets to non-swimmers.
07. Lifeguards are to enforce the "buddy system" to all swimmers.
08. Lifeguards should promote learn to swim classes and CPR to all patrons.
09. Lifeguards should enforce proper supervision by parents & guardians at all times.
10. Lifeguards understand that air & form toys are NOT flotation devices.
11. Lifeguards are to promote that Water Safety starts at home with parents.
12. Lifeguards attend at least 1 mandatory water safety training each month.

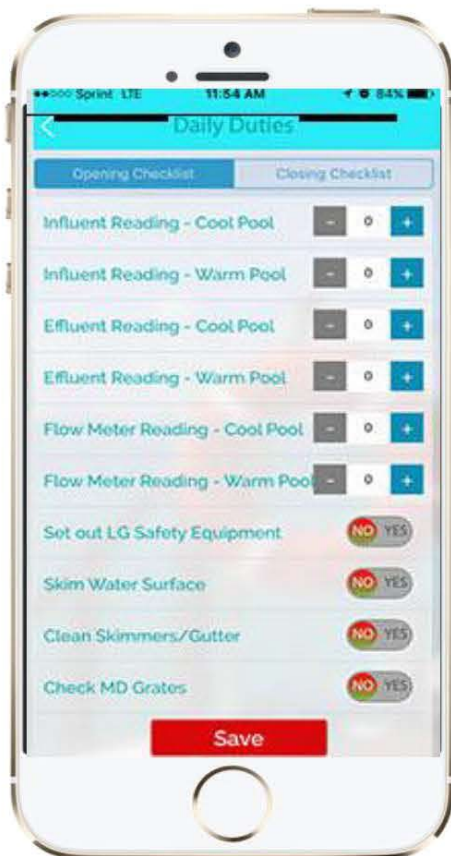


Zone Coverage



Technology and Transparency

Our Tech. Department has done an extraordinary job in listening to our clients and their needs. With gadgets and phone applications our world has become web-based. Our Web Portal is different for every client and customized to meet your facility and community needs.



For a Demo on what this system looks like please contact me. I will happily email you the link with the username and password.



Community

We offer several different options that can be an asset to your community:

- Swim lessons
- Aquatic fitness classes
- Movie nights
- Themed parties
- Event nights



Our Partnership

Advantages to what we can offer:

- Full-Service Department
- Certified lifeguard staff
- Insurance
- Monthly safety training and audits
- Community programs
- Technology for transparency
- Additional management personal
- Easy billing and payments
- Team support and field knowledge experts.



Questions:

Is your company currently involved in or has it been involved in any type of litigation in the last 5 years? No

Please briefly describe your company's hiring process for your seasonal staff members.

- School visits, advertisement, recruitment at sports clubs.
- Apply on our website
- Complete a virtual AI video to see if they comply with our company standards.
- If approved, we interview them
- Run background checks
- Must complete Red Cross Certifications
- We do in person hands on training preparing them for the upcoming season.
- Pay using a performance contract pay which encourages lifeguards to stay entire season.

Please describe ways in which your company actively helps its clients save money on operating their facility.

- Actual lifeguard hours worked are billed vs lump sum billing.
- Provide all the services as well as maintenance, so operations run smoother.
- Buy chemicals in bulk.
- Test the pool every hour and adjust, so maintenance does not fall behind.
- Check equipment weekly, as preventative maintenance.

Corporate experience and capacity:

PMI offers various aquatic management services for your facility. Whether its staffing, maintenance, programming, or total management, there is no job too big or small we cannot tackle.

PMI is a professional full-service pool management company that provides staffing solutions for aquatics centers, water parks, community pools, and city pools. We manage facilities in multiple states and can provide you with various solutions for your aquatic facility. We also offer new aquatic facility design and build options or renovations and upgrades. Does your facility simply need weekly chemicals and maintenance? We offer that as well.

What we offer:

- Aquatic Management
- Staffing Services
- Project Management
- Construction Services
- Maintenance Services
- Chemicals & Supplies
- Consulting & Safety Audit
- Revenue Sharing
- Programming & Instruction
- Employment Opportunities



Government References:

- Department of Homeland Security
- Fort MacArthur
- Sierra Army Depot
- Eglin Airforce Base
- Fort Bragg
- City of Petersburg, VA
- Gwinnett County
- Fort Collins AFB
- Fort Rucker
- Fort Polk
- Fort Sill
- DeKalb County
- Peterson SFB
- Fort Benning
- Airforce Academy
- Quantico



Personnel:

General Managers- responsible the department's operations generating revenue and controlling costs.

Hiring Manager- Interviews, assessment, oversees staff in hiring process.

Operations Manager- negotiating contracts, daily maintenance is being performed.

Account Managers- Oversee facility operations on a day-to-day basis, schedules and manage lifeguards, problem solve.

Hiring Team- Recruiting, onboarding, interviewing, background checks, online certification portion.

Red Cross Instructors- In person portion of certifications.



Aquatic Management Agreement

THIS AGREEMENT, between Pool Management Inc (the “Company”) and City of Stonecrest (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in DeKalb County, GA, in accordance with the specification, conditions, and terms set forth herein.

PROPOSAL EXPIRATION OPTION: This contract is void at the Company’s option if not executed by the Owner and returned to the Company by **February 29, 2024**.

SCOPE AND OPERATIONS* Company shall commence operations upon award and execution and is prepared to provide service in the form of seasonal lifeguard and staffing contract from that point forward, and for those successive years as awarded for the period being May 25, 2024, through September 2, 2024.

Company shall conduct a full walkthrough inspection of pool(s) and of all pool safety zones and areas, equipment and supplies. Company shall provide Customer with written report of same prior to pool opening date, to include risk management and water safety recommendations.
 Company shall provide lifeguard services and staffing including interviewing, hiring, placement, training, and management, consistent with the operating schedule provided by the Customer. The requested staffing and operational hours are:

Dates Of Operations: 05/25/2024 to 09/02/2024

Hours Of Operations: Monday to Saturday 12 PM – 8 PM, Sunday 12 PM – 6 PM

Company shall assist in maintaining daily maintenance, safety and service logs, and record electronically.
 Company shall offer assistance with programming and special events, if requested
 Company shall offer opening and closing services, if requested
 Company shall offer chemicals, supplies, maintenance and repairs if requested

PAYMENTS PMI (the Company) is a vendor unique to the pool management industry in that we offer a two-tier pricing program that allows our client complete control of the staffing and labor component of their operations.

Company shall present a base management fee that covers the cost of opening, closing, maintenance, advertising, marketing, recruiting, interviewing, pre-screening, background checks, on-boarding, pre-opening training and in-service, certifications, daily management of operations, insurance, risk management, water safety support, water safety training, Aquatic Supervisor, chemicals and water safety audits. This annual fee shall be paid on an agreed payment plan by the Customer and Company.

**Base Management Fee:
 1 Year Contract \$Per Year \$120,520**

		DUE						
Base Management		15-Sep	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug
1 Year	\$120,520.00	\$6,026.00	\$6,026.00	\$6,026.00	\$12,052.00	\$36,156.00	\$36,156.00	\$18,078.00

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

Revenue share for all monies that is above \$150,000 (70/30)

Aquatic Management Agreement Continued

PMI (the Company) shall also present an hourly rate for staff provided at Customers facility. The Customer agrees to pay for the **actual hours** used at Customers facility that Company's staff works on your site, which is captured by an electronic time keeping system. Company shall invoice Customer only for the **actual hours** used. No longer will you pay for days your pool is closed or for hours that staff is not at your facility. Example; bad weather, special events, low bathing load or mechanical failure.

Hourly Rate:

\$18.85 Per Hour, Per Lifeguard/Gate Attendant
\$20.15 Per Hour, Per Manager/CPO

**Hours of operations and staffing levels are based upon the schedule provided by the Customer.*

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered in accordance with the specifications, terms and conditions and addenda attached hereto. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

Pool Management Inc.

By: Pool Management, LLC

Name: _____

By: Contract Department

Date: January 10, 2024

City of Stonecrest

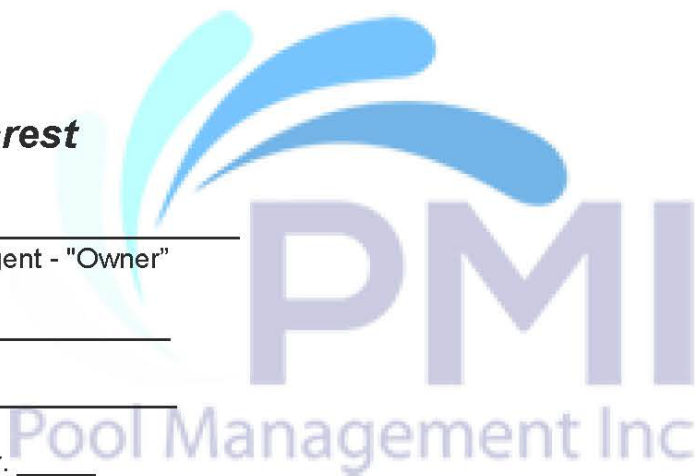
Name: _____

Authorized Agent - "Owner"

Title: _____

Date: _____

Check 1 Yr. 3 Yr.



Aquatic Management Agreement Alternates

Add Option 1: _____ (initial to accept)
On-call staff member
\$3.50 per hour

Add Option 2: _____ (initial to accept)
Staff Uniforms
\$89.00 per staff member

Add Option 3: _____ (initial to accept)
Staff Lifeguard Certifications
\$265.00 per staff member



EXHIBIT E

Item XIII. a.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE AFFADAVIT

**EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: Pool Management LLC
Address: 1595 Peachtree Pkwy, Suite 204-344, Cumming GA 30041

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

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

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

621012
E Verify™ Company Identification Number

11/30/2012
Date of Authorization

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

01/02/2024
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

2 DAY OF Jan, 2024

[Signature]
Notary Public

KIMBERLY BROWN
[NOTARY SEAL]
NOTARY PUBLIC
FULTON COUNTY
GEORGIA
My Commission Expires November 27, 2026

My Commission Expires: 11-27-26

* 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.

EXHIBIT F
DRUG FREE WORKPLACE

Item XIII. a.

**EXHIBIT F
DRUG-FREE WORKPLACE**

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


The undersigned further certifies that:

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

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

"As part of the subcontracting agreement with Pool Management LLC (Service Provider), N/A (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

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

Pool Management LLC
 Company Name
 01/02/2024
 BY: Authorized Officer or Agent Date
 (Service Provider Signature)

CEO
Title of Authorized Officer or Agent of Service Provider

Joel Copes
Printed Name of Authorized Officer or Agent


End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

Item XIII. a.

**EXHIBIT G
PURCHASING POLICY ADDENDUM**

I, Joel Copes, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy, which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 01/02/2024
BY: Authorized Officer or Agent Date
(Service Provider Signature)

CEO
Title of Authorized Officer or Agent of Service Provider

Joel Copes 01/02/2024
Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H

Item XIII. a.

AFFADAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract, or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

Dianna Mospanyuk

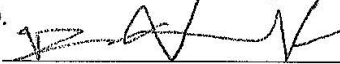
[Name of natural person applying on behalf of an individual, business, corporation, partnership, or other private entity]:

1. Yes I am a United States citizen

OR

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

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

Signature of Applicant: 

Date: 01/10/2024

Printed Name: Dianna Mospanyuk

* Alien Registration number for non-citizens: _____

This documentation will be provided on award

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

Subscribed and Sworn Before Me, this the 10 day of January, 2024

Notary Public: 
My Commission Expires: 11-27-2026

KIMBERLY BROWN
NOTARY PUBLIC
FULTON COUNTY
GEORGIA

My Commission Expires November 27, 2026

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT J
NON-COLLUSION AFFADAVIT

Item XIII. a.

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 2nd day of January, 2024

Pool Management LLC

(Name of Organization)

CEO

(Title of Person Signing)

[Handwritten Signature]

(Signature)

23-128

(Bid Number)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 2nd day of January, 2024.

[Handwritten Signature]
Notary Public Signature

KIMBERLY BROWN
NOTARY PUBLIC
FULTON COUNTY
GEORGIA

My Commission Expires: 11-27-2026

My Commission Expires November 27, 2026

EXHIBIT K
BID SCHEDULE

Item XIII. a.

Pool Management Services
Estimated Contract Value (\$0)
Total Awarded Value \$ 0.00

Item No	Description	Brand Preference	UOM
1	Total Job Cost - 1 year	Not Applicable - Service Item	Year

Pool Management Inc						
Item No	Quote type	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	Bid	120520	120520	1		
Total : \$ 120520						

Notice

Basic Information

Estimated Contract Value (USD) \$0.00 (Not shown to suppliers)
Reference Number 0000336986
Issuing Organization City of Stonecrest
Owner Organization City of Stonecrest
Solicitation Type ITB - Invitation to Bid (Formal)
Solicitation Number 23-128
Title Pool Management Services
Source ID PU.AG.USA.2037544.C15053251
Piggyback Solicitation No

Details

Location DeKalb County, Georgia
Description The City of Stonecrest is seeking a qualified Aquatics/Waterpark Management vendor to provide Aquatics/Waterpark maintenance services and janitorial services to the City site.

Dates

Publication 12/07/2023 01:05 PM EST
Question Acceptance Deadline 12/28/2023 04:00 PM EST
Questions are submitted online Yes
Bid Intent Optional
Bid Intent Deadline 12/28/2023 02:00 PM EST
Notify Solicitation Owner Yes (Not shown to suppliers in the abstract)
Closing Date 01/11/2024 04:00 PM EST

Prebid Conference 12/21/2023 10:00 AM EST

Contact Information

Susan Angelo
 7702240200
 payables@stonecrestga.gov

Bid Result Publication Revision

Publication Type Bid Results

Pool Management Inc

Organization Name Pool Management Inc
Bid Amount \$120,520.00
Line Items Full
Address
 1595 Peachtree Pkwy, suite 204-344
 Cumming Georgia
 30040 United States

Aquatic Management

Organization Name Aquatic Management
Bid Amount \$212,470.00
Line Items Full
Address
 8750 Roswell rd
 Atlanta Georgia
 30350 United States

Dynamo Pool Management

Organization Name Dynamo Pool Management
Bid Amount \$275,800.00
Line Items Full
Address
 3119 Shallowford Road
 Chamblee Georgia
 30341 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No



CITY COUNCIL AGENDA ITEM

SUBJECT: Browns Mill Road & Covington Highway Sidewalk Construction Contract

AGENDA SECTION: *(check all that apply)*

PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: To award a Contract to Lagniappe Construction Co. to construct sidewalks at Browns Mill Road and Covington Highway.

FACTS: Transportation Master Plan recommended sections of Sidewalk at Covington Highway and Browns Mill Road. Design of both sections of Sidewalks were completed by an Engineering Firm in Fall 2023. City Procurement Division solicited proposals to construct sidewalks from qualified and experienced Contractors. Fourteen bids were received on February 1, 2024. Evaluation Team completed the bid evaluation and made a recommendation.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Staff Recommends approval of a Contract with Lagniappe Construction Co. for the amount of \$194,333.21. Funds for this contract comes from 2023 SPLOST



CITY COUNCIL AGENDA ITEM

Allocation (2023 Budget Approval Council Action: Covington Highway Sidewalks - \$124,240.74 (300-330-05135-52143.20; Missing Sidewalk Construction - \$70,092.47 (330-330-05135-52143.17)).

ATTACHMENTS:

- (1) Attachment 1 - Contract between City of Stonecrest and Lagniappe Construction Co.
- (2) Attachment 2 - 23-129 Bid Tab
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

CONSTRUCTION CONTRACT
Construction of the Covington Highway and Browns Mill Sidewalks
Invitation to Bid 23-129

This **CONTRACT** made and entered into this _____ day of _____ 2024 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **Lagniappe Development Co., Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2024 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-129 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Bond Documents: Payment, Performance, and Maintenance Bond.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Bid Documents: References and Subcontractor Form.
- Exhibit J: Non-Collusion Affidavit.
- Exhibit K: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

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

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

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

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

Signatures on the following page.

Stonecrest, GEORGIA

By: _____

Jazzmin Cobble
Mayor City of Stonecrest, Georgia

ATTEST: _____

Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Lagniappe Development Co., Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest’s Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City’s observed holidays. The City may require the Contractor to perform work on the city’s premises during Non-standard Work Hours which are outside the Standard Work Hours. Non- Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City’s Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days their work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER’S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or

proof from the United States Immigration and Naturalization Service of valid entry p and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

- 4.3** Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4** The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5** The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6** The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7** A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8** While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9** Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1** The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2** The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
- 4.9.3** In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10** The process by which the implementation partner requests the removal of a team member from

the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider’s personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City’s Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

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

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.

10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

10.6 The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.

10.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.

10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining

to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1** The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider’s performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2** The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3** The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider’s compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300- 104-1-.02.

12. SERVICE PROVIDER’S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider’s, or its subcontractor’s (or the officers’ directors’, employees’ or agents’ of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1** The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City’s Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2** In addition to indemnification provisions stated above, if the City’s use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity’s intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

- 13.3** The Service Provider shall assume all responsibility for loss caused by neglect or viola any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4** No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City’s Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 13.5** In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers’ Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6** No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance**
- 13.7.1 General Liability and Automobile Liability.** The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City’s Council and the citizens’ advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider’s performance of the Contract work:

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

13.7.2 Health Insurance. Not applicable.

13.7.3 Garage Liability Insurance. Not applicable.

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

13.7.5 Crime Coverage. Not applicable.

13.7.6 Pollution Liability Insurance. Not applicable.

13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

- 14.1** The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2** All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia, and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

15. CONTRACT ADJUSTMENTS

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

16. SUBCONTRACTORS

- 16.1** The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arms-length transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor’s performance shall remain fully

responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the bid.

- 16.2** This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section.
- 16.3** To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.4** In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1** the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2** the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3** the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4** the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5** the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the

appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 17.1.6** the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7** there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8** the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2** Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 17.3** Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or

(5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
- (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests

of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City’s prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

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

City Manager
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

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

21. NONDISCRIMINATION

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

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 21.1.3** Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.
- 21.1.4** Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5** Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1** Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2** Cancellation, termination or suspension of the Contract, in whole or in part.
- 21.1.6** Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 21.2** The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in

the Contract Documents (the “Submittals”). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1** The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2** This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3** The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider’s officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4** The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys’ fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 23.5** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6** The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8** The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9** If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10** The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11** The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12** The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 23.13** The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14** The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15** The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16** The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read- only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and

subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17** The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18** There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19** Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20** In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21** The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22** The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever

to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.

- 23.23** The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24** At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1** GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2** KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

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

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Item XIII. b.

I. INTRODUCTION, BACKGROUND, AND ITB PROCESS

Item XIII. b.

Introduction

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids for ITB 23-129 Construction of the Covington Highway and Brownsmill Road Sidewalks from responsible bidders.

Background

This project includes construction of 5 ft. Sidewalk at two separate locations within the city limit of City of Stonecrest, Georgia under Georgia Department of Transportation Encroachment Permit # A-089-009658-7.

Invitation to Bid Process

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The bids(s) submitted by the Supplier will be evaluated by an evaluation committee. Suppliers should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if a Supplier’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the Supplier and City of Stonecrest.

II. SCOPE OF WORK

Contract Duration:

One hundred eight (180) calendar days.

Project Description and Scope:

The City of Stonecrest is seeking qualified and experienced contractors for sidewalk construction.

This project includes construction of five foot (5ft). Sidewalk at two separate locations within the city limits of City of Stonecrest, Georgia under Georgia Department of Transportation Encroachment Permit # A-089-009658-7.

Location #1: Construction of 784 +/- L.F. 5 ft. wide and 4 in. thick on the south side of Covington Highway / U.S. 278 / S.R. 12 from Covington Hwy and Miller Road Intersection to Driveway on Parcel #1 (Marshall Property).

Location # 2: Construction of 625 +/- L.F. 5 ft. wide and 4 in. thick on the south side of Browns Mill Road / S.R. 212 from Arabia Mountain Trail to Browns Mill Road and Evans Mill Road/ Lyons Road Intersection.

The following Construction and Right of Way Plans are included in the Attachment “A”

Dwg. #	Description
01-0001	Index Cover
02-0001	Index
03-0001	Revision summary
04-0001 to 04-0004	General Notes
05-0001 to 05-0002	Typical Section
06-0001 to 06-0002	Summary of Quantities
09-0001	Detail Estimate

Covington Highway/U.S. 278/ S.R. 12 – Location #1

Item XIII. b.

13-0001 to 13-0002	Construction Plans
21-0001 to 21-0002	Drainage Area Map
22-0001	Drainage Profile
23-0001 to 23-0003	Cross Sections
24-0001 to 24-0002	Utility Plans
52-0001 to 52-0007	Erosion Control Legend
54-0001 to 54-0006	BMP Location Details
60-0001 to 60-0005	Right of Way Plans

Browns Mill Road /S.R. 212 – Location # 2

13-1001 to 13-1002	Construction Plans
15-1001 to 15-1002	Sidewalk Profile
21-1001 to 21-1002	Drainage Area Map
23-1001 to 23-1003	Cross Sections
24-1001 to 24-1002	Utility Plans
52-1001 to 52-1007	Erosion Control Legend
54-1001 to 54-1006	BMP Location Details
60-1001	Right of Way Plans

General

Although the City may assist in permitting by providing contact information and requirements, the contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

The selected contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

Stonecrest City Engineering Department reserves the right to utilize the Contractor’s name, image, and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

All gates are common gates, without any adornment, to match fence material, construction, and appearance. Any contractor who has not previously done business with the City and is not listed as a current vendor must supply a current W-9, E-Verify Affidavit and Certificate of Insurance that complies with the City Purchasing Policy and will be required to submit a *Performance Bond* in an amount equal to the total cost of the quote. As per City Purchasing regulations, a letter of credit may be substituted for a Performance Bond, depending on the institution, and reported credit worthiness.

Time and Liquidated Damages

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than sixty (60) calendar days from Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of undelay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Substantial Completion

For the purposes of this Project, Substantial Completion shall mean that all Pay Items have been installed, completed, and/or constructed per the requirements of these drawings and specifications and the only remaining work to complete the project include minor punch list activities and final site cleanup. Since this this is an environmental restoration project, the term “beneficial use,” typically used to identify the state of project completion where the concept of Substantial Completion is applied, is not applicable to this project.

Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

End of Scope of Work.

EXHIBIT C
DETERMINATION OF RESPONSIBILITY

Item XIII. b.

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1) History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2) References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3) Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4) Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT E

Item XIII. b.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE AFFADAVIT



**EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: Lagniappe Development Co., Inc.
Address: 1190 W. Shadburn Ave., Buford, GA 30518

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

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

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

223281
E Verify™ Company Identification Number

03/02/2011
Date of Authorization

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

02/01/2024
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

1st DAY OF Feb , 2024

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 03/09/2025

* **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.

EXHIBIT F
DRUG FREE WORKPLACE

Item XIII. b.

DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest (Service Provider), Lagniappe Development Co., Inc. (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

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

Lagniappe Development Co., Inc.

Company Name Jessica Avra 02/01/2024

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

President

Title of Authorized Officer or Agent of Service Provider

Jessica Avra

Printed Name of Authorized Officer or Agent

EXHIBIT G
PURCHASING POLICY ADDENDUM

Item XIII. b.

PURCHASING POLICY ADDENDUM

I, Jessica Avra, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

Jessica Avra 02/01/2024
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Jessica Avra
Printed Name of Authorized Officer or Agent Date

EXHIBIT H

Item XIII. b.

AFFADAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for
Jessica Avra, President

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

1. X I am a United States citizen

OR

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

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

Signature of Applicant: Jessica Avra
Date: 02/01/2024

Printed Name: Jessica Avra

* Alien Registration number for non-citizens: _____

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

Subscribed and Sworn Before Me, this the 1st day of February, 2024

Notary Public: [Signature]
My Commission Expires: 03/09/2025



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT I
REFERENCES AND SUBCONTRACTOR FORM

REFERENCES
23-129

Construction of the Covington Highway and Brownmill Road Sidewalks

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of Peachtree Corners / Keck & Wood Peachtree Corners LIMG Sidewalks
Address: 3090 Premiere Pkwy., Duluth, GA 30097
Contact: Nick Andrusky, Project Engineer Phone: 678-417-4042

2. Company Name: Astra Group, Inc. Midtown Art Walk
Address: 300 Churchill Ct., Woodstock, GA
Contact: Kyle Glasgow, PM Phone: 678-343-7191

3. Company Name: City of Tucker Concrete Pads & Sidewalks for Marta Shelters
Address: City of Tucker 1975 Lakeside Pkwy., Tucker, GA
Contact: Sam Durrance, PM Phone: 678-597-9040

EXHIBIT J
NON-COLLUSION AFFADAVIT

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 1st day of February, 2024

Lagniappe Development Co., Inc.
(Name of Organization)

President
(Title of Person Signing)

[Handwritten Signature]
(Signature)

ITB 23-129
(Bid Number)



ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Gwinnett)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 1st day of February, 2024

[Handwritten Signature]
Notary Public Signature

My Commission Expires: 03/09/2025

EXHIBIT K
BID SCHEDULE

Item XIII. b.

ADDENDUM NO. 1
ITB #23-129 CONSTRUCTION OF THE COVINGTON HIGHWAY AND
BROWNSMILL ROAD SIDEWALKS
REVISED BID SCHEDULE

ADDENDUM NO. 1
ITB #23-129 CONSTRUCTION OF THE COVINGTON HIGHWAY AND
BROWNSMILL ROAD SIDEWALKS

Location 1 SR12 Construction Bid Table

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	ITEM COST
ROADWAY					
150-1000	TRAFFIC CONTROL	LS	1	\$3,750.00	\$3,750.00
210-0100	GRADING COMPLETE	LS	1	\$19,035.00	\$19,035.00
411-0104	CONC SIDEWALK 4 IN	SY	425	\$58.65	\$24,926.25
441-0108	CONC SIDEWALK 8 IN	SY	33	\$135.29	\$4,464.57
441-6222	CONC CURB & GUTTER 8 IN X 30 IN TY 2	LF	10	\$45.00	\$450.00
500-3200	CLASS B CONCRETE	CY	4	\$1,250.00	\$5,000.00
550-1300	STM DR PIPE 30 IN, H 1-10	LF	14	\$241.08	\$3,375.12
668-2100	DROP INLET GP1	EA	1	\$4,800.00	\$4,800.00
610-0900	REMOVE HWY SIGN-STD STA 21+78 +/-	EA	1	\$225.00	\$225.00
610-0900	REMOVE SIGN STA 28+10 +/-	EA	1	\$175.00	\$175.00
610-0900	REMOVE SIGN STA 28+48 +/-	EA	1	\$175.00	\$175.00
610-0900	REMOVE SIGN STA 28+60 +/-	EA	1	\$175.00	\$175.00
610-0900	REMOVE SIGN STA 28+68 +/-	EA	1	\$175.00	\$175.00
611-5360	RESET HWY SIGN-STD STA 21+78 +/-	EA	1	\$500.00	\$500.00
611-5550	RESET SIGN STA 28+10 +/-	EA	1	\$250.00	\$250.00
611-5550	RESET SIGN STA 28+48 +/-	EA	1	\$250.00	\$250.00
611-5550	REMOVE SIGN STA 28+60 +/-	EA	1	\$175.00	\$175.00
611-5550	REMOVE SIGN STA 28+68 +/-	EA	1	\$175.00	\$175.00
PERMANET EROSION CONTROL					
700-9300	SOD	SY	713	\$14.65	\$10,445.45
710-9000	PERM SOIL REINFORCEMENT MAT	SY	100	\$18.00	\$1,800.00
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	AC	1	\$1,912.50	\$1,912.50
163-0240	MUCH	TN	10	\$405.48	\$4,054.80
163-0300	CONSTRUCTION EXIT	EA	1	\$2,250.00	\$2,250.00
163-0502	CONST & REMOVE SILT CONTROL GATE TP 2	EA	1	\$2,251.14	\$2,251.14
163-0503	CONST & REMOVE SILT CONTROL GATE TP 23	EA	1	\$2,556.73	\$2,556.73
163-0527	CONST & REMOVE RIPRAP CHECK DAMS, STONE PLAIN RIPRAP/SAND BAGS	EA	6	\$1,170.96	\$7,025.76
163-0550	CONST AND REMOVE INLET SEDIMENT TRAP	EA	1	\$1,624.80	\$1,624.80
165-0030	MAINT OF TEMP SILT FENCE, TP C	EA	414	\$4.89	\$2,024.46
165-0101	MAINT OF CONST EXIT	EA	1	\$1,200.00	\$1,200.00
165-0105	MAINT OF INLET SEDIMENT TRAP	EA	1	\$810.00	\$810.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1	\$540.00	\$540.00
167-1500	WATER QUALITY INSPECTION	MO	6	\$318.00	\$1,908.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	827	\$6.08	\$5,028.16
SIGNING AND MARKING					
653-1804	THERMOPLASTIC. SOLID TRAF STRIPE, 8" WHITE	LF	200	\$14.00	\$2,800.00
999-5200	DETECTABLE WARNING SURFACE	SF	8	\$26.00	\$208.00
UTILITY ADJUSTMENT					
611-8055	ADJUST MINOR STRUCTURE TO GRADE-PULL BOX	EA	3	\$275.00	\$825.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$300.00	\$900.00
670-9710	RELOCATE EXISTING FIRE HYDRANT	EA	1	\$6,000.00	\$6,000.00
TOTAL COST					\$124,240.74

**ADDENDUM NO. 1
ITB #23-129 CONSTRUCTION OF THE COVINGTON HIGHWAY AND
BROWNSMILL ROAD SIDEWALKS**

Location 2 SR212 Construction Bid Table

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	ITEM COST
ROADWAY					
150-1000	TRAFFIC CONTROL	LS	1	\$3,800.00	\$3,800.00
210-0100	GRADING COMPLETE	LS	1	\$17,883.25	\$17,883.25
411-0104	CONC SIDEWALK 4 IN	SY	350	\$63.75	\$22,312.50
PERMANENT EROSION CONTROL					
700-9300	SOD	SY	675	\$14.90	\$10,057.50
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	AC	1	\$1,836.00	\$1,836.00
163-0240	MUCH	TN	10	\$284.40	\$2,844.00
163-0300	CONSTRUCTION EXIT	EA	1	\$2,150.00	\$2,150.00
165-0030	MAINT OF TEMP SILT FENCE, TP C	EA	326	\$4.89	\$1,594.14
165-0101	MAINT OF CONST EXIT	EA	1	\$1,200.00	\$1,200.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1	\$549.00	\$549.00
167-1500	WATER QUALITY INSPECTION	MO	6	\$318.00	\$1,908.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	651	\$6.08	\$3,958.08
TOTAL COST					\$70,092.47

ITB #23-129 Construction of the Covington Highway and Brownsmill Road Sidewalks

Vendor	Revised Cost?	Location 1	Location 2	Total Cost
9 YARDS INFASURCTIONS, LLC	YES	\$ 134,466.64	\$ 104,414.69	\$ 238,881.33
CMC, INC	YES	\$ 147,820.00	\$ 123,321.00	\$ 271,141.00
CONSTRUCTION 57, INC.	YES	\$ 144,861.25	\$ 222,357.25	\$ 367,218.50
DAF CONCRETE, INC.	YES	\$ 167,944.50	\$ 116,440.50	\$ 284,385.00
HASBUN CONSTRUCTION	YES	\$ 152,987.09	\$ 161,003.45	\$ 313,990.54
LAGNIAPPE DEVELOPMENT CO.	YES	\$ 124,240.74	\$ 70,092.47	\$ 194,333.21
LIMITLESS CONCRETE WORKS, INC.	YES	\$ 321,169.50	\$ 200,595.50	\$ 521,765.00
NSEW, INC.	YES	\$ 182,380.00	\$ 118,941.00	\$ 301,321.00
PRECISON 2000, INC.	YES	\$ 268,871.80	\$ 137,268.10	\$ 406,139.90
R&B DEVELOPER, INC.	YES	\$ 181,904.00	\$ 128,684.00	\$ 310,588.00
RYDE GRADING, INC.	YES	\$ 132,357.00	\$ 92,520.00	\$ 224,877.00
SOL CONSTRUCTION, LLC	YES	\$ 118,886.00	\$ 96,950.00	\$ 215,836.00
TRISCAPES	YES	\$ 270,713.53	\$ 269,925.88	\$ 540,639.41
VERTICAL EARTH, INC.	YES	\$ 140,254.64	\$ 109,139.36	\$ 249,394.00

1

3

2

ITEM #	DESCRIPTION	UNIT	QTY	9 YARDS INFASURCTURE		CMC, INC		CONSTRUCTION 57, INC		DAF CONCRETE, INC		HASBUN CO
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
ROADWAY												
150-1000	TRAFFIC CONTROL	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 17,291.70	\$ 17,291.70	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,920.72
210-0100	GRADING COMPLETE	LS	1	\$ 68,446.59	\$ 68,446.59	\$ 53,116.45	\$ 53,116.45	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,615.60
411-0104	CONC SIDEWALK 4 IN	SY	425	\$ 15.00	\$ 6,375.00	\$ 49.50	\$ 21,037.50	\$ 60.00	\$ 25,500.00	\$ 50.00	\$ 21,250.00	\$ 64.96
441-0108	CONC SIDEWALK 8 IN	SY	33	\$ 60.00	\$ 1,980.00	\$ 77.50	\$ 2,557.50	\$ 110.00	\$ 3,630.00	\$ 60.00	\$ 1,980.00	\$ 112.24
441-6222	CONC CURB & GUTTER 8 IN X 30 IN TY 2	LF	10	\$ 60.00	\$ 600.00	\$ 60.00	\$ 600.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 37.20
500-3200	CLASS B CONCRETE	CY	4	\$ 1,400.00	\$ 5,600.00	\$ 1,250.00	\$ 5,000.00	\$ 650.00	\$ 2,600.00	\$ 350.00	\$ 1,400.00	\$ 624.00
550-1300	STM DR PIPE 30 IN, H 1-10	LF	14	\$ 85.00	\$ 1,190.00	\$ 158.10	\$ 2,213.40	\$ 300.00	\$ 4,200.00	\$ 120.00	\$ 1,680.00	\$ 246.00
668-2100	DROP INLET GP1	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,250.00	\$ 5,250.00	\$ 7,000.00	\$ 7,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,586.00
610-0900	REMOVE HWY SIGN-STD STA 21+78 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
610-0900	REMOVE SIGN STA 28+10 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
610-0900	REMOVE SIGN STA 28+48 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
610-0900	REMOVE SIGN STA 28+60 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
610-0900	REMOVE SIGN STA 28+68 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
611-5360	RESET HWY SIGN-STD STA 21+78 +/-	EA	1	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 165.00
611-5550	RESET SIGN STA 28+10 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 165.00
611-5550	RESET SIGN STA 28+48 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 165.00
611-5550	REMOVE SIGN STA 28+60 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
611-5550	REMOVE SIGN STA 28+68 +/-	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 165.00
PERMANET EROSION CONTROL												
700-9300	SOD	SY	713	\$ 20.00	\$ 14,260.00	\$ 10.65	\$ 7,593.45	\$ 12.00	\$ 8,556.00	\$ 13.00	\$ 9,269.00	\$ 13.00
710-9000	PERM SOIL REINFORCEMENT MAT	SY	100	\$ 2.00	\$ 200.00	\$ 8.00	\$ 800.00	\$ 8.50	\$ 850.00	\$ 100.00	\$ 10,000.00	\$ 14.30
TEMPORARY EROSION CONTROL												
163-0232	TEMPORARY GRASSING	AC	1	\$ 150.00	\$ 150.00	\$ 675.00	\$ 675.00	\$ 740.00	\$ 740.00	\$ 1,200.00	\$ 1,200.00	\$ 1,950.00
163-0240	MUCH	TN	10	\$ 175.00	\$ 1,750.00	\$ 550.00	\$ 5,500.00	\$ 475.00	\$ 4,750.00	\$ 100.00	\$ 1,000.00	\$ 455.00
163-0300	CONSTRUCTION EXIT	EA	1	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,808.00
163-0502	CONST & REMOVE SILT CONTROL GATE TP 2	EA	1	\$ 250.00	\$ 250.00	\$ 860.00	\$ 860.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 195.00
163-0503	CONST & REMOVE SILT CONTROL GATE TP 23	EA	1	\$ 250.00	\$ 250.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 195.00
163-0527	CONST & REMOVE RIPRAP CHECK DAMS, STONE PLAIN RIPRAP/SAND BAGS	EA	6	\$ 750.00	\$ 4,500.00	\$ 150.00	\$ 900.00	\$ 200.00	\$ 1,200.00	\$ 500.00	\$ 3,000.00	\$ 195.00
163-0550	CONST AND REMOVE INLET SEDIMENT TRAP	EA	1	\$ 250.00	\$ 250.00	\$ 280.00	\$ 280.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 195.00
165-0030	MAINT OF TEMP SILT FENCE, TP C	EA	414	\$ 0.50	\$ 207.00	\$ 2.00	\$ 828.00	\$ 1.00	\$ 414.00	\$ 1.50	\$ 621.00	\$ 1.00
165-0101	MAINT OF CONST EXIT	EA	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1.00
165-0105	MAINT OF INLET SEDIMENT TRAP	EA	1	\$ 50.00	\$ 50.00	\$ 132.00	\$ 132.00	\$ 20.00	\$ 20.00	\$ 200.00	\$ 200.00	\$ 1.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 600.00
167-1500	WATER QUALITY INSPECTION	MO	6	\$ 50.00	\$ 300.00	\$ 200.00	\$ 1,200.00	\$ 600.00	\$ 3,600.00	\$ 650.00	\$ 3,900.00	\$ 600.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	827	\$ 4.15	\$ 3,432.05	\$ 5.00	\$ 4,135.00	\$ 3.75	\$ 3,101.25	\$ 3.50	\$ 2,894.50	\$ 4.55
SIGNING AND MARKING												
653-1804	THERMOPLASTIC, SOLID TRAF STRIPE, 8" WHITE	LF	200	\$ 3.65	\$ 730.00	\$ 3.00	\$ 600.00	\$ 20.00	\$ 4,000.00	\$ 8.00	\$ 1,600.00	\$ 19.50
999-5200	DETECTABLE WARNING SURFACE	SF	8	\$ 45.00	\$ 360.00	\$ 150.00	\$ 1,200.00	\$ 37.50	\$ 300.00	\$ 200.00	\$ 1,600.00	\$ 780.00
UTILITY ADJUSTMENT												
611-8055	ADJUST MINOR STRUCTURE TO GRADE-PULL BOX	EA	3	\$ 362.00	\$ 1,086.00	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 910.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$ 350.00	\$ 1,050.00	\$ 550.00	\$ 1,650.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 910.00
670-9710	RELOCATE EXISTING FIRE HYDRANT	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,850.00
TOTAL COST				\$ 134,466.64		\$ 147,820.00		\$ 144,861.25		\$ 167,944.50		

SR212 Construction Bid Table

ITEM #	DESCRIPTION	UNIT	QTY	9 YARDS INFASURCTURE		CMC, INC		CONSTRUCTION 57, INC		DAF CONCRETE, INC		HASBUN CO
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
ROADWAY												
150-1000	TRAFFIC CONTROL	LS	1	\$ 14,500.00	\$ 14,500.00	\$ 13,074.30	\$ 13,074.30	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 4,440.54
210-0100	GRADING COMPLETE	LS	1	\$ 54,900.04	\$ 54,900.04	\$ 73,700.96	\$ 73,700.96	\$ 150,000.00	\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 108,831.25
411-0104	CONC SIDEWALK 4 IN	SY	350	\$ 38.00	\$ 13,300.00	\$ 49.50	\$ 17,325.00	\$ 60.00	\$ 21,000.00	\$ 50.00	\$ 17,500.00	\$ 64.96
PERMANENT EROSION CONTROL												
700-9300	SOD	SY	675	\$ 20.00	\$ 13,500.00	\$ 10.65	\$ 7,188.75	\$ 12.00	\$ 8,100.00	\$ 13.00	\$ 8,775.00	\$ 13.00
TEMPORARY EROSION CONTROL												
163-0232	TEMPORARY GRASSING	AC	1	\$ 250.00	\$ 250.00	\$ 675.00	\$ 675.00	\$ 740.00	\$ 740.00	\$ 1,000.00	\$ 1,000.00	\$ 1,950.00
163-0240	MUCH	TN	10	\$ 300.00	\$ 3,000.00	\$ 550.00	\$ 5,500.00	\$ 475.00	\$ 4,750.00	\$ 100.00	\$ 1,000.00	\$ 455.00
163-0300	CONSTRUCTION EXIT	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,160.00
165-0030	MAINT OF TEMP SILT FENCE, TP C	EA	326	\$ 0.50	\$ 163.00	\$ 2.00	\$ 652.00	\$ 1.00	\$ 326.00	\$ 1.50	\$ 489.00	\$ 1.00
165-0101	MAINT OF CONST EXIT	EA	1	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 600.00
167-1500	WATER QUALITY INSPECTION	MO	6	\$ 50.00	\$ 300.00	\$ 200.00	\$ 1,200.00	\$ 600.00	\$ 3,600.00	\$ 650.00	\$ 3,900.00	\$ 600.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	651	\$ 4.15	\$ 2,701.65	\$ 5.00	\$ 3,255.00	\$ 3.75	\$ 2,441.25	\$ 1.50	\$ 976.50	\$ 4.66
TOTAL COST				\$ 112,914.69		\$ 128,321.01		\$ 227,857.25		\$ 122,290.50		

TOTAL JOB COST

\$ 247,381.33

\$ 276,141.01

\$ 372,718.50

\$ 290,235.00

AGNOSTIC		LAGNIAPPE DEVELOPMENT CO.		LIMITLESS CONCRETE WORKS, INC.		NSEW, INC.		PRECISION 2000, INC.		R&B DEVELOPER, INC.		RYDE GRADING, INC.		SOL CONSTR	
ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
\$ 5,920.72	\$ 3,750.00	\$ 3,750.00	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00	\$ 26,500.00	\$ 26,500.00	\$ 9,350.00	\$ 9,350.00	\$ 6,600.00	\$ 6,600.00	\$ 4,500.00		
\$ 50,615.60	\$ 19,035.00	\$ 19,035.00	\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 65,000.00	\$ 90,300.00	\$ 90,300.00	\$ 78,810.00	\$ 78,810.00	\$ 69,150.97	\$ 69,150.97	\$ 32,600.00		
\$ 27,608.00	\$ 58.65	\$ 24,926.25	\$ 220.00	\$ 93,500.00	\$ 42.00	\$ 17,850.00	\$ 95.50	\$ 40,587.50	\$ 55.00	\$ 23,375.00	\$ 50.11	\$ 21,296.75	\$ 46.50		
\$ 3,703.92	\$ 135.29	\$ 4,464.57	\$ 250.00	\$ 8,250.00	\$ 100.00	\$ 3,300.00	\$ 178.00	\$ 5,874.00	\$ 95.00	\$ 3,135.00	\$ 73.21	\$ 2,415.93	\$ 93.00		
\$ 372.00	\$ 45.00	\$ 450.00	\$ 90.00	\$ 900.00	\$ 100.00	\$ 1,000.00	\$ 147.00	\$ 1,470.00	\$ 36.00	\$ 360.00	\$ 21.75	\$ 217.50	\$ 50.00		
\$ 2,496.00	\$ 1,250.00	\$ 5,000.00	\$ 2,700.00	\$ 10,800.00	\$ 175.00	\$ 700.00	\$ 2,230.00	\$ 8,920.00	\$ 1,200.00	\$ 4,800.00	\$ 945.89	\$ 3,783.56	\$ 2,076.00		
\$ 3,444.00	\$ 241.08	\$ 3,375.12	\$ 400.00	\$ 5,600.00	\$ 150.00	\$ 2,100.00	\$ 445.00	\$ 6,230.00	\$ 250.00	\$ 3,500.00	\$ 97.59	\$ 1,366.26	\$ 261.00		
\$ 5,586.00	\$ 4,800.00	\$ 4,800.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,130.00	\$ 9,130.00	\$ 6,500.00	\$ 6,500.00	\$ 1,727.79	\$ 1,727.79	\$ 4,766.00		
\$ 165.00	\$ 225.00	\$ 225.00	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 143.50		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 143.50		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 143.50		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 143.50		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 143.50		
\$ 165.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 171.00	\$ 171.00	\$ 362.00	\$ 362.00	\$ 175.00	\$ 175.00	\$ 55.00	\$ 55.00	\$ 156.00		
\$ 165.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 250.00	\$ 250.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 156.00		
\$ 165.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 246.00	\$ 246.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 156.00		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 270.00	\$ 270.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 156.00		
\$ 165.00	\$ 175.00	\$ 175.00	\$ 400.00	\$ 400.00	\$ 248.00	\$ 248.00	\$ 362.00	\$ 362.00	\$ 125.00	\$ 125.00	\$ 55.00	\$ 55.00	\$ 156.00		
\$ 9,269.00	\$ 14.65	\$ 10,445.45	\$ 21.00	\$ 14,973.00	\$ 11.00	\$ 7,843.00	\$ 20.50	\$ 14,616.50	\$ 11.00	\$ 7,843.00	\$ 6.81	\$ 4,855.53	\$ 9.00		
\$ 1,430.00	\$ 18.00	\$ 1,800.00	\$ 7.00	\$ 700.00	\$ 5.00	\$ 500.00	\$ 65.50	\$ 6,550.00	\$ 7.00	\$ 700.00	\$ 7.40	\$ 740.00	\$ 6.00		
\$ 1,950.00	\$ 1,912.50	\$ 1,912.50	\$ 1,000.00	\$ 1,000.00	\$ 1,310.00	\$ 1,310.00	\$ 844.00	\$ 844.00	\$ 750.00	\$ 750.00	\$ 740.00	\$ 740.00	\$ 864.00		
\$ 4,550.00	\$ 405.48	\$ 4,054.80	\$ 2,500.00	\$ 25,000.00	\$ 710.00	\$ 7,100.00	\$ 575.00	\$ 5,750.00	\$ 500.00	\$ 5,000.00	\$ 494.00	\$ 4,940.00	\$ 577.00		
\$ 2,808.00	\$ 2,250.00	\$ 2,250.00	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,870.00	\$ 6,870.00	\$ 1,875.00	\$ 1,875.00	\$ 1,380.00	\$ 1,380.00	\$ 2,920.00		
\$ 195.00	\$ 2,251.14	\$ 2,251.14	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,630.00	\$ 1,630.00	\$ 950.00	\$ 950.00	\$ 28.76	\$ 28.76	\$ 584.00		
\$ 195.00	\$ 2,556.73	\$ 2,556.73	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,460.00	\$ 1,460.00	\$ 950.00	\$ 950.00	\$ 28.62	\$ 28.62	\$ 584.00		
\$ 1,170.00	\$ 1,170.96	\$ 7,025.76	\$ 3,200.00	\$ 19,200.00	\$ 500.00	\$ 3,000.00	\$ 183.00	\$ 1,098.00	\$ 850.00	\$ 5,100.00	\$ 173.70	\$ 1,042.20	\$ 350.00		
\$ 195.00	\$ 1,624.80	\$ 1,624.80	\$ 2,000.00	\$ 2,000.00	\$ 254.00	\$ 254.00	\$ 350.00	\$ 350.00	\$ 225.00	\$ 225.00	\$ 97.96	\$ 97.96	\$ 374.00		
\$ 414.00	\$ 4.89	\$ 2,024.46	\$ 1.50	\$ 621.00	\$ 2.00	\$ 828.00	\$ 2.40	\$ 993.60	\$ 1.50	\$ 1.98	\$ 819.72	\$ 0.50			
\$ 1.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 2,240.00	\$ 2,240.00	\$ 750.00	\$ 750.00	\$ 728.00	\$ 728.00	\$ 467.00		
\$ 1.00	\$ 810.00	\$ 810.00	\$ 150.00	\$ 150.00	\$ 127.00	\$ 127.00	\$ 165.00	\$ 165.00	\$ 75.00	\$ 75.00	\$ 97.96	\$ 97.96	\$ 93.50		
\$ 600.00	\$ 540.00	\$ 540.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 188.00	\$ 188.00	\$ 350.00	\$ 350.00	\$ 150.00	\$ 150.00	\$ 584.00		
\$ 3,600.00	\$ 318.00	\$ 1,908.00	\$ 1,200.00	\$ 7,200.00	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 250.00	\$ 1,500.00	\$ 425.00	\$ 2,550.00	\$ 584.00		
\$ 3,762.85	\$ 6.08	\$ 5,028.16	\$ 6.50	\$ 5,375.50	\$ 4.00	\$ 3,308.00	\$ 6.60	\$ 5,458.20	\$ 5.00	\$ 4,135.00	\$ 2.95	\$ 2,439.65	\$ 5.50		
\$ 3,900.00	\$ 14.00	\$ 2,800.00	\$ 28.00	\$ 5,600.00	\$ 13.00	\$ 2,600.00	\$ 4.60	\$ 920.00	\$ 8.00	\$ 1,600.00	\$ 6.36	\$ 1,272.00	\$ 5.80		
\$ 6,240.00	\$ 26.00	\$ 208.00	\$ 400.00	\$ 3,200.00	\$ 300.00	\$ 2,400.00	\$ 294.00	\$ 2,352.00	\$ 700.00	\$ 5,600.00	\$ 16.88	\$ 135.04	\$ 201.50		
\$ 2,730.00	\$ 275.00	\$ 825.00	\$ 600.00	\$ 1,800.00	\$ 200.00	\$ 600.00	\$ 3,500.00	\$ 10,500.00	\$ 1,000.00	\$ 3,000.00	\$ 60.00	\$ 180.00	\$ 814.00		
\$ 2,730.00	\$ 300.00	\$ 900.00	\$ 600.00	\$ 1,800.00	\$ 200.00	\$ 600.00	\$ 625.00	\$ 1,875.00	\$ 750.00	\$ 2,250.00	\$ 100.00	\$ 300.00	\$ 434.00		
\$ 5,850.00	\$ 6,000.00	\$ 6,000.00	\$ 17,000.00	\$ 17,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,380.00	\$ 9,380.00	\$ 7,500.00	\$ 7,500.00	\$ 2,722.80	\$ 2,722.80	\$ 4,100.00		
\$ 152,987.09		\$ 124,240.74		\$ 321,169.50		\$ 182,380.00		\$ 268,871.80		\$ 181,904.00		\$ 132,357.00			

ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
\$ 4,440.54	\$ 3,800.00	\$ 3,800.00	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 3,910.00	\$ 3,910.00	\$ 8,200.00	\$ 8,200.00	\$ 1,200.00	\$ 1,200.00	\$ 3,340.00		
\$ 108,831.25	\$ 17,883.25	\$ 17,883.25	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 67,000.00	\$ 67,000.00	\$ 77,800.00	\$ 77,800.00	\$ 56,130.82	\$ 56,130.82	\$ 53,070.00		
\$ 22,736.00	\$ 63.75	\$ 22,312.50	\$ 220.00	\$ 77,000.00	\$ 42.00	\$ 14,700.00	\$ 86.00	\$ 30,100.00	\$ 55.00	\$ 19,250.00	\$ 50.11	\$ 17,538.50	\$ 46.50		
\$ 8,775.00	\$ 14.90	\$ 10,057.50	\$ 21.00	\$ 14,175.00	\$ 11.00	\$ 7,425.00	\$ 21.00	\$ 14,175.00	\$ 11.00	\$ 7,425.00	\$ 6.81	\$ 4,596.75	\$ 9.50		
\$ 1,950.00	\$ 1,836.00	\$ 1,836.00	\$ 1,000.00	\$ 1,000.00	\$ 1,310.00	\$ 1,310.00	\$ 844.00	\$ 844.00	\$ 950.00	\$ 950.00	\$ 740.00	\$ 740.00	\$ 864.00		
\$ 4,550.00	\$ 284.40	\$ 2,844.00	\$ 2,500.00	\$ 25,000.00	\$ 710.00	\$ 7,100.00	\$ 575.00	\$ 5,750.00	\$ 750.00	\$ 7,500.00	\$ 494.00	\$ 4,940.00	\$ 577.00		
\$ 2,160.00	\$ 2,150.00	\$ 2,150.00	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,870.00	\$ 6,870.00	\$ 1,865.00	\$ 1,865.00	\$ 1,380.00	\$ 1,380.00	\$ 2,920.00		
\$ 326.00	\$ 4.89	\$ 1,594.14	\$ 1.50	\$ 489.00	\$ 2.00	\$ 652.00	\$ 2.40	\$ 782.40	\$ 1.50	\$ 1.98	\$ 819.72	\$ 0.50			
\$ 1.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 2,240.00	\$ 2,240.00	\$ 850.00	\$ 850.00	\$ 728.00	\$ 728.00	\$ 467.00		
\$ 600.00	\$ 549.00	\$ 549.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 188.00	\$ 188.00	\$ 350.00	\$ 350.00	\$ 150.00	\$ 150.00	\$ 584.00		
\$ 3,600.00	\$ 318.00	\$ 1,908.00	\$ 1,200.00	\$ 7,200.00	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 125.00	\$ 750.00	\$ 425.00	\$ 2,550.00	\$ 584.00		
\$ 3,033.66	\$ 6.08	\$ 3,958.08	\$ 6.50	\$ 4,231.50	\$ 4.00	\$ 2,604.00	\$ 3.70	\$ 2,408.70	\$ 5.00	\$ 3,255.00	\$ 2.95	\$ 1,920.45	\$ 5.50		
\$ 167,003.45		\$ 70,092.47		\$ 205,595.50		\$ 128,321.00		\$ 144,768.10		\$ 131,406.80		\$ 96,620.00			

\$ 319,990.54	\$ 194,333.21	\$ 526,765.00	\$ 310,701.00	\$ 413,639.90	\$ 313,310.80	\$ 228,977.00
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UCTION, LLC		TRISCAPES		VERTICAL EARTH, INC.	
ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	
\$ 4,500.00	\$ 13,050.00	\$ 13,050.00	\$ 15,062.00	\$ 15,062.00	
\$ 32,600.00	\$ 149,922.29	\$ 149,922.29	\$ 36,563.29	\$ 36,563.29	
\$ 19,762.50	\$ 73.13	\$ 31,080.25	\$ 49.44	\$ 21,012.00	
\$ 3,069.00	\$ 146.25	\$ 4,826.25	\$ 218.70	\$ 7,217.10	
\$ 500.00	\$ 129.38	\$ 1,293.80	\$ 108.57	\$ 1,085.70	
\$ 8,304.00	\$ 618.75	\$ 2,475.00	\$ 1,057.43	\$ 4,229.72	
\$ 3,654.00	\$ 223.13	\$ 3,123.82	\$ 372.90	\$ 5,220.60	
\$ 4,766.00	\$ 3,000.00	\$ 3,000.00	\$ 5,175.00	\$ 5,175.00	
\$ 143.50	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	
\$ 143.50	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	
\$ 143.50	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	
\$ 143.50	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	
\$ 143.50	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	
\$ 156.00	\$ 396.00	\$ 396.00	\$ 275.00	\$ 275.00	
\$ 156.00	\$ 396.00	\$ 396.00	\$ 275.00	\$ 275.00	
\$ 156.00	\$ 396.00	\$ 396.00	\$ 275.00	\$ 275.00	
\$ 156.00	\$ 210.00	\$ 210.00	\$ 275.00	\$ 275.00	
\$ 156.00	\$ 210.00	\$ 210.00	\$ 275.00	\$ 275.00	
\$ 6,417.00	\$ 10.74	\$ 7,657.62	\$ 10.74	\$ 7,657.62	
\$ 600.00	\$ 7.86	\$ 786.00	\$ 2.52	\$ 252.00	
\$ 864.00	\$ 810.00	\$ 810.00	\$ 1,410.00	\$ 1,410.00	
\$ 5,770.00	\$ 552.00	\$ 5,520.00	\$ 332.40	\$ 3,324.00	
\$ 2,920.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	
\$ 584.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00	
\$ 584.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00	
\$ 2,100.00	\$ 1,800.00	\$ 10,800.00	\$ 750.00	\$ 4,500.00	
\$ 374.00	\$ 336.00	\$ 336.00	\$ 198.00	\$ 198.00	
\$ 207.00	\$ 2.28	\$ 943.92	\$ 1.20	\$ 496.80	
\$ 467.00	\$ 600.00	\$ 600.00	\$ 1,800.00	\$ 1,800.00	
\$ 93.50	\$ 158.40	\$ 158.40	\$ 96.00	\$ 96.00	
\$ 584.00	\$ 180.00	\$ 180.00	\$ 250.00	\$ 250.00	
\$ 3,504.00	\$ 480.00	\$ 2,880.00	\$ 500.00	\$ 3,000.00	
\$ 4,548.50	\$ 5.82	\$ 4,813.14	\$ 2.78	\$ 2,299.06	
\$ 1,160.00	\$ 11.22	\$ 2,244.00	\$ 4.38	\$ 876.00	
\$ 1,612.00	\$ 84.38	\$ 675.04	\$ 40.00	\$ 320.00	
\$ 2,442.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	
\$ 1,302.00	\$ 1,350.00	\$ 4,050.00	\$ 500.00	\$ 1,500.00	
\$ 4,100.00	\$ 8,250.00	\$ 8,250.00	\$ 5,500.00	\$ 5,500.00	
\$ 118,886.00		\$ 270,713.53		\$ 140,249.89	

ITEM COST	ITEM COST	ITEM COST	ITEM COST	ITEM COST
\$ 3,340.00	\$ 13,050.00	\$ 13,050.00	\$ 20,670.00	\$ 20,670.00
\$ 53,070.00	\$ 201,916.78	\$ 201,916.78	\$ 48,426.90	\$ 48,426.90
\$ 16,275.00	\$ 86.25	\$ 30,187.50	\$ 49.44	\$ 17,304.00
\$ 6,412.50	\$ 10.74	\$ 7,249.50	\$ 10.74	\$ 7,249.50
\$ 864.00	\$ 810.00	\$ 810.00	\$ 1,410.00	\$ 1,410.00
\$ 5,770.00	\$ 552.00	\$ 5,520.00	\$ 332.40	\$ 3,324.00
\$ 2,920.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
\$ 163.00	\$ 2.28	\$ 743.28	\$ 1.20	\$ 391.20
\$ 467.00	\$ 600.00	\$ 600.00	\$ 1,800.00	\$ 1,800.00
\$ 584.00	\$ 180.00	\$ 180.00	\$ 250.00	\$ 250.00
\$ 3,504.00	\$ 480.00	\$ 2,880.00	\$ 500.00	\$ 3,000.00
\$ 3,580.50	\$ 5.82	\$ 3,788.82	\$ 2.78	\$ 1,809.78
\$ 105,200.00		\$ 275,425.88		\$ 109,135.38

\$ 224,086.00	\$ 546,139.41	\$ 249,385.27
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CITY COUNCIL AGENDA ITEM

SUBJECT: Intersection Improvement Concept Design Contract

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: To Award a Contract to Arcadis U.S. Inc. for Concept Design for Three Intersections

FACTS: City Transportation Master Plan recommends several intersection improvement projects within the City. Two of those intersections are 1. Miller Road at Thompson Mill Road (Project ID I-6) 2. Turner Hill Road Widening (RC-6). Recent Traffic data shows several accidents at Intersection at Klondike Road and S. Goddard Road. These three intersections should be studied for improvements and concept plans should be developed before moving to a detailed design and construction. Arcadis, U.S. Inc. is one of the five on-call Engineering Firms providing Engineering and Design Services. Staff reviewed these contracts and based on available Contract capacity and unit rates, obtained quote from Arcadis U.S. Inc. to provide Concept design for these three intersections. DeKalb County Public Works Department has allowed City of Stonecrest to use their contract to obtain Design Services from Arcadis, U.S. Inc.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approval, Staff Recommends approval of these three Task Orders with Arcadis U.S. Inc. for the amount of \$60,000 each, for a total of \$180,000. Detailed scope of work is included in the Work Authorization. Funding for these three Task Orders comes from 2023 SPLOST Allocation: Quick Response Projects (\$200,000).

ATTACHMENTS:

- (1) Attachment 1 - Turner Hill Road at Hayden Quarry Road Concept Design Work Authorization
- (2) Attachment 2 - Klondike Road at S. Goddard Road Concept Design Work Authorization
- (3) Attachment 3 - Miller Road at Thompson Mill Road Concept Design Work Authorization
- (4) Attachment 4 - Contract between DeKalb County and Arcadis, U.S., Inc.
- (5) Attachment 5 - [Click or tap here to enter text.](#)

WORK AUTHORIZATION FORM

STONECREST, GEORGIA

TO: Arcadis U.S., Inc.
2839 Paces Ferry Road
Suite 900
Atlanta, Georgia 30339

Work Authorization No.	<u>12c</u>
Submittal Date	<u>03/04/2024</u>
Date to Commence Services	<u>04/01/2024</u>
Date of Completion	<u>12/31/2024</u>

SUBJECT: Work authorization for:

Project Name:	<u>Turner Hill Road at Hayden Quarry Road – Concept Design</u>
Project Number:	<u>N/A</u>
Contract Number:	<u>1231546</u>

Arcadis U.S. Inc. is hereby authorized to perform the project scope of work services (*attached as Exhibit A*) in accordance with the above referenced Contract executed March 15, 2021, with Dekalb County, Georgia. This Work Authorization is executed with the City of Stonecrest, Georgia in accordance with Appendix I, Section V (O) - Cooperative Procurement, which extends the same terms and conditions contained within the referenced Contract.

Payment will be in accordance with the above referenced Contract, as applicable.

Total Lump Sum Cost - **\$ 60,000.00**

Agreed as to scope of services, time, schedule, and cost, this _____ day of _____, 20_____.

CITY OF STONECREST, GEORGIA

Arcadis U.S., Inc.

By: _____
Honorable Jazzmin Cobble
Mayor
Stonecrest, Georgia

By: _____
Matt McDow
Vice President

Exhibit A - Scope of Services

This Work Authorization is to complete a Traffic Analysis/Report, Environmental Screening, and Concept Design for Intersection Improvements at the Intersection of Turner Hill Road and Hayden Quarry Road.

The Scope includes:

Phase I: Traffic Analysis

A) Traffic Engineering (TE) Study:

- 1) Collect data necessary to complete a traffic study for the intersection. Data collection to include traffic counts, five-year crash history, and site visit.
- 2) Prepare existing and future traffic volumes following the GDOT Office of Planning methodology.
- 3) Complete traffic analysis for the intersection including existing, no-build, and build for open and design year.
- 4) Analysis will include Intersection Control Evaluation (ICE) analysis utilizing GDOT's ICE Tool.
- 5) Evaluate two build alternatives.
- 6) Prepare a TE Study that describes evaluations methodology, results, and recommendations for the preferred alternative at the intersection.

Phase II: Environmental

A) Environmental Screening:

- 1) Conduct site visit and desktop screening for environmental concerns and any required future permitting which may be applicable to the project in future design phases and construction.
- 2) Prepare an Environmental Screening Summary Memorandum

Phase III: Design

A) Concept Development:

- 1) Complete conceptual design development and layout for intersection improvements for two alternatives identified through the results of the TE Study.
 - a) One alternative is assumed to be a single-lane roundabout.
 - b) The Concept design will be restricted to development of general footprint through 2-dimensional analysis and not incorporate 3d design or models for detailed earthwork and limits.
 - c) For the conceptual roundabout layout, fastest paths analysis and calculations will not be completed as required by GDOT's full design process.
 - d) It is assumed that each of the alternatives will involve realignment of the western leg of the intersection to correct the deficient skew angle and alleviate the existing offset intersection.
- 2) Prepare Concept Display and Cost Estimate for two alternatives.
- 3) Conduct Concept Meeting with the City of Stonecrest.
- 4) Prepare revisions and submittal of (1) Preferred Alternative Concept Display and Cost Estimate.

Deliverables:

- 1) Traffic Engineering Study (pdf)
- 2) Concept Display
 - a. Roll map display for Concept Meeting (two alternatives)
 - b. e-file (pdf) for two alternatives.
 - c. Final Preferred Alternative (pdf)
- 3) Environmental Screening Memo (pdf)

Assumptions/Exclusions:

- 1) The scope of services includes a Kickoff and Concept Meeting. Additional meetings are excluded.
- 2) Revisions following the Concept Meeting will be reserved to one review with one round of comments. The revisions to the preferred alternative will establish the final deliverables.
- 3) All deliverables are e-submittals unless otherwise noted.
- 4) Traffic Volumes, analysis, and reports will not be submitted to GDOT for approval.
- 5) The Concept Report will utilize a Limited Scope Template but will not require GDOT approval or encompass full GDOT requirements.
- 6) A Public Meeting or any stakeholder meetings are not required.
- 7) The Environmental Screening is desktop in nature and does not include special studies, detailed field work and reports, outside coordination with public agencies, or approval by GDOT.
- 8) All work is conceptual in nature and does not include any tasks associated with Preliminary Plans, R/w Plans, Final Plans Design, or Construction activities.

FEE SCHEDULE:

Arcadis will perform the Scope of Services for a lump sum labor fee as detailed below.

Phase	Description	Amount
1	Traffic Engineering	\$19,754.54
2	Environmental Screening	\$5,790.54
2	Concept Development	\$34,454.92
	Total:	\$60,000.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

Arcadis, U.S., Inc.

STONECREST, GEORGIA

By: _____ (SEAL)

Signature

Matt McDow

Name (Typed or Printed)

Vice President

Title

57-0373224

Federal Tax I.D. Number

_____ **by Dir.** (SEAL)

Honorable Jazzmin Cobble

Mayor

City of Stonecrest

_____ Date

ATTEST:

Signature

Name (Typed or Printed)

Title

ATTEST:

Sonya Isom

City Clerk

City of Stonecrest

APPROVED AS TO SUBSTANCE:

City Engineer

WORK AUTHORIZATION FORM

STONECREST, GEORGIA

TO: Arcadis U.S., Inc.
2839 Paces Ferry Road
Suite 900
Atlanta, Georgia 30339

Work Authorization No.	<u>12a</u>
Submittal Date	<u>03/04/2024</u>
Date to Commence Services	<u>04/01/2024</u>
Date of Completion	<u>12/31/2024</u>

SUBJECT: Work authorization for:

Project Name:	<u>Klondike Road at Goddard Road</u> <u>- Concept Design</u>
Project Number:	<u>N/A</u>
Contract Number:	<u>1231546</u>

Arcadis U.S. Inc. is hereby authorized to perform the project scope of work services (*attached as Exhibit A*) in accordance with the above referenced Contract executed March 15, 2021, with Dekalb County, Georgia. This Work Authorization is executed with the City of Stonecrest, Georgia in accordance with Appendix I, Section V (O) - Cooperative Procurement, which extends the same terms and conditions contained within the referenced Contract.

Payment will be in accordance with the above referenced Contract, as applicable.

Total Lump Sum Cost - **\$ 60,000.00**

Agreed as to scope of services, time, schedule, and cost, this _____ day of _____, 20____.

CITY OF STONECREST, GEORGIA

Arcadis U.S., Inc.

By: _____
Honorable Jazzmin Cobble
Mayor
Stonecrest, Georgia

By: _____
Matt McDow
Vice President

Exhibit A - Scope of Services

This Work Authorization is to complete a Traffic Analysis/Report, Environmental Screening, and Concept Design for Intersection Improvements at the Intersection of Klondike Road and Goddard Road.

The Scope includes:

Phase I: Traffic Analysis

A) Traffic Engineering (TE) Study:

- 1) Collect data necessary to complete a traffic study for the intersection. Data collection to include traffic counts, five-year crash history, and site visit.
- 2) Prepare existing and future traffic volumes following the GDOT Office of Planning methodology.
- 3) Complete traffic analysis for the intersection including existing, no-build, and build for open and design year.
- 4) Analysis will include Intersection Control Evaluation (ICE) analysis utilizing GDOT's ICE Tool.
- 5) Evaluate two build alternatives.
- 6) Prepare a TE Study that describes evaluations methodology, results, and recommendations for the preferred alternative at the intersection.

Phase II: Environmental

A) Environmental Screening:

- 1) Conduct site visit and desktop screening for environmental concerns and any required future permitting which may be applicable to the project in future design phases and construction.
- 2) Prepare an Environmental Screening Summary Memorandum

Phase III: Design

A) Concept Development:

- 1) Complete conceptual design development and layout for intersection improvements for two alternatives identified through the results of the TE Study.
 - a) One alternative is assumed to be a single-lane roundabout.
 - b) The Concept design will be restricted to development of general footprint through 2-dimensional analysis and not incorporate 3d design or models for detailed earthwork and limits.
 - c) For the conceptual roundabout layout, fastest paths analysis and calculations will not be completed as required by GDOT's full design process.
- 2) Prepare Concept Display and Cost Estimate for two alternatives.
- 3) Conduct Concept Meeting with the City of Stonecrest.
- 4) Prepare revisions and submittal of (1) Preferred Alternative Concept Display and Cost Estimate.

Deliverables:

- 1) Traffic Engineering Study (pdf)
- 2) Concept Display
 - a. Roll map display for Concept Meeting (two alternatives)
 - b. e-file (pdf) for two alternatives.
 - c. Final Preferred Alternative (pdf)
- 3) Environmental Screening Memo (pdf)

Assumptions/Exclusions:

- 1) The scope of services includes a Kickoff and Concept Meeting. Additional meetings are excluded.
- 2) Revisions following the Concept Meeting will be reserved to one review with one round of comments. The revisions to the preferred alternative will establish the final deliverables.
- 3) All deliverables are e-submittals unless otherwise noted.
- 4) Traffic Volumes, analysis, and reports will not be submitted to GDOT for approval.
- 5) The Concept Report will utilize a Limited Scope Template but will not require GDOT approval or encompass full GDOT requirements.
- 6) A Public Meeting or any stakeholder meetings are not required.
- 7) The Environmental Screening is desktop in nature and does not include special studies, detailed field work and reports, outside coordination with public agencies, or approval by GDOT.
- 8) All work is conceptual in nature and does not include any tasks associated with Preliminary Plans, R/w Plans, Final Plans Design, or Construction activities.

FEE SCHEDULE:

Arcadis will perform the Scope of Services for a lump sum labor fee as detailed below.

Phase	Description	Amount
1	Traffic Engineering	\$18,575.85
2	Environmental Screening	\$5,791.85
2	Concept Development	\$35,632.30
	Total:	\$60,000.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

Arcadis, U.S., Inc.

STONECREST, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

_____ **by Dir.**(SEAL)

Honorable Jazzmin Cobble
Mayor
City of Stonecrest, Georgia

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

Sonya Isom
City Clerk
City of Stonecrest

APPROVED AS TO SUBSTANCE:

City Engineer

WORK AUTHORIZATION FORM

STONECREST, GEORGIA

TO: Arcadis U.S., Inc.
2839 Paces Ferry Road
Suite 900
Atlanta, Georgia 30339

Work Authorization No.	<u>12b</u>
Submittal Date	<u>03/04/2024</u>
Date to Commence Services	<u>04/01/2024</u>
Date of Completion	<u>12/31/2024</u>

SUBJECT: Work authorization for:

Project Name:	<u>Miller Road at Thompson Road – Concept Design</u>
Project Number:	<u>N/A</u>
Contract Number:	<u>1231546</u>

Arcadis U.S. Inc. is hereby authorized to perform the project scope of work services (*attached as Exhibit A*) in accordance with the above referenced Contract executed March 15, 2021, with Dekalb County, Georgia. This Work Authorization is executed with the City of Stonecrest, Georgia in accordance with Appendix I, Section V (O) - Cooperative Procurement, which extends the same terms and conditions contained within the referenced Contract.

Payment will be in accordance with the above referenced Contract, as applicable.

Total Lump Sum Cost - **\$ 60,000.00**

Agreed as to scope of services, time, schedule, and cost, this ____ day of _____, 20 ____.

CITY OF STONECREST, GEORGIA

Arcadis U.S., Inc.

By: _____
Honorable Jazzmin Cobble
Mayor
Stonecrest, Georgia

By: _____
Matt McDow
Vice President

Exhibit A - Scope of Services

This Work Authorization is to complete a Traffic Analysis/Report, Environmental Screening, and Concept Design for Intersection Improvements at the Intersection of Miller Road and Thompson Road.

The Scope includes:

Phase I: Traffic Analysis

A) Traffic Engineering (TE) Study:

- 1) Collect data necessary to complete a traffic study for the intersection. Data collection to include traffic counts, five-year crash history, and site visit.
- 2) Prepare existing and future traffic volumes following the GDOT Office of Planning methodology.
- 3) Complete traffic analysis for the intersection including existing, no-build, and build for open and design year.
- 4) Analysis will include Intersection Control Evaluation (ICE) analysis utilizing GDOT's ICE Tool.
- 5) Evaluate up to two build alternatives.
- 6) Prepare a TE Study that describes evaluations methodology, results, and recommendations for the preferred alternative at the intersection.

Phase II: Environmental

A) Environmental Screening:

- 1) Conduct site visit and desktop screening for environmental concerns and any required future permitting which may be applicable to the project in future design phases and construction.
- 2) Prepare an Environmental Screening Summary Memorandum

Phase III: Design

A) Concept Development:

- 1) Complete conceptual design development and layout for intersection improvements for two alternatives identified through the results of the TE Study.
 - a) One alternative is assumed to be a single-lane roundabout.
 - b) The Concept design will be restricted to development of general footprint through 2-dimensional analysis and not incorporate 3d design or models for detailed earthwork and limits.
 - c) For the conceptual roundabout layout, fastest paths analysis and calculations will not be completed as required by GDOT's full design process.
- 2) Prepare Concept Display and Cost Estimate for three alternatives.
- 3) Conduct Concept Meeting with the City of Stonecrest.
- 4) Prepare revisions and submittal of (1) Preferred Alternative Concept Display and Cost Estimate.

Deliverables:

- 1) Traffic Engineering Study (pdf)
- 2) Concept Display
 - a. Roll map display for Concept Meeting (two alternatives)
 - b. e-file (pdf) for two alternatives.
 - c. Final Preferred Alternative (pdf)
- 3) Environmental Screening Memo (pdf)

Assumptions/Exclusions:

- 1) The scope of services includes a Kickoff and Concept Meeting. Additional meetings are excluded.
- 2) Revisions following the Concept Meeting will be reserved to one review with one round of comments. The revisions to the preferred alternative will establish the final deliverables.
- 3) All deliverables are e-submittals unless otherwise noted.
- 4) Traffic Volumes, analysis, and reports will not be submitted to GDOT for approval.
- 5) The Concept Report will utilize a Limited Scope Template but will not require GDOT approval or encompass full GDOT requirements.
- 6) A Public Meeting or any stakeholder meetings are not required.
- 7) The Environmental Screening is desktop in nature and does not include special studies, detailed field work and reports, outside coordination with public agencies, or approval by GDOT.
- 8) All work is conceptual in nature and does not include any tasks associated with Preliminary Plans, R/w Plans, Final Plans Design, or Construction activities.

FEE SCHEDULE:

Arcadis will perform the Scope of Services for a lump sum labor fee as detailed below.

Phase	Description	Amount
1	Traffic Engineering	\$18,568.65
2	Environmental Screening	\$5,784.65
2	Concept Development	\$35,646.70
	Total:	\$60,000.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

Arcadis, U.S., Inc.

STONECREST, GEORGIA

By: _____(SEAL)

Signature

Matt McDow

Name (Typed or Printed)

Vice President

Title

57-0373224

Federal Tax I.D. Number

_____ **by Dir.**(SEAL)

Honorable Jazzmin Cobble

Mayor

City of Stonecrest

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

Sonya Isom

City Clerk

City of Stonecrest

APPROVED AS TO SUBSTANCE:

City Engineer

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: March 15, 2021

<input type="checkbox"/> ITB # _____	<input type="checkbox"/> RFP# <u>19-500535</u>	<input type="checkbox"/> RFQ# _____
<input checked="" type="checkbox"/> AGREEMENT # <u>1231546</u>	<input type="checkbox"/> Agenda Item	<input type="checkbox"/> Change Order _____
<input type="checkbox"/> GSA/SWC # _____		<input type="checkbox"/> Other (specify) _____

Processed by: Brenda Redus, Title: Senior Procurement Agent

Amount: \$ 700,000.00
Revenue Generating Yes No

BOC Award/Approval Date December 8, 2020

Company Name: Arcadis U.S., Inc.

Oracle Contract Number: 1231546

Project Title: Engineering and Design Services for Public Works Transportation and Infrastructure

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: *Debra Robinson*, Title: Procurement Manager Date: _____

Comments/Notes: Routing of Contract for Engineering and Design Services for RFP 19-500535

FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received _____ Date Sent to P&C: _____

Law Department Log Number: _____ Reviewing Attorney: _____

Action Taken: (include date and signature on approved line):

Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____

Approved: _____

Comments/Notes: Signed by: Clark Candler
Date & Time: 17 Mar, 2021 14:57:18 EDT

**Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.*

FOR USE BY THE USER DEPARTMENT

Department: Public Works Transportation & Infrastructure

Department Signature: _____ Date: _____

Signed by: David Pelton
Date & Time: 16 Mar, 2021 10:20:43 EDT

Contract Purpose: Routing of Contract for Engineering and Design Services for RFP 19-500535

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____ Date Out: _____

Action Taken: (include date and signature on approved line):

Returned: Purchasing & Contracting Approved: *Michael L. Thurmond*

Comments/Notes: _____ Signed by: Michael L. Thurmond
Date & Time: 26 Mar, 2021 11:43:08 EDT

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

Director of Finance (for review)

Signed by: Dianne . McNabb
Date & Time: 05 Apr, 2021 12:29:09 EDT

Received _____

Date Out _____

County Clerk (attestation and review)

Signed by: Barbara Sanders-Norwood
Date & Time: 30 Mar, 2021 15:32:33 EDT

Received _____

Date Out _____

Return to: Brenda Redus bredus@dekalbcountyga.gov

Contract No. 1231546

AGREEMENT FOR PROFESSIONAL SERVICES

**(Engineering and Design Services for PW-Transportation and Infrastructure Projects)
DEKALB COUNTY, GEORGIA**

THIS CONTRACT, made as of this ____ day of _____, 2020, (hereinafter called the "execution date") by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "County") and Arcadis U.S., Inc., a corporation organized and existing under the laws of the State of Georgia, with offices in Fulton County, Georgia (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide Engineering and Design Services for Public Works Department in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2023, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed seven hundred thousand and no hundredths dollars (\$700,000.00), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Value or increasing the Contract Value up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Value does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Value shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of two (2) page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after

submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. A copy of invoice(s) must be submitted to:
 Department of Public Works – Transportation
 1950 West Exchange Place, Rm 400
 Tucker, GA 30084
 ATTN: David Pelton

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

The County reserves the right to have an audit performed.

ARTICLE III. STATEMENT OF WORK

The Contractor agrees to provide all Engineering and Design services in accordance with the County's Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific work authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any

and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Right to Audit The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. Successors and Assigns The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind to persons or property, including employees and property of the County, resulting from the Work, to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons

employed or utilized by the Contractor in the performance of the Contract. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including any injury or death to persons and any damage to property) to the extent such claims or actions were caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions caused by or resulting from the negligence, recklessness or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, specifically to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the

duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance

- applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be issued to:

**DeKalb County, Georgia
 Director of Purchasing & Contracting
 The Maloof Center, 2nd Floor
 1300 Commerce Drive
 Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. Georgia Laws Govern The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. Venue This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance

of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. County Representative The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. Georgia Open Records Act Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city

business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); Attachment E, Certificate of Corporate Authority or Joint Venture Certificate; Attachment F, Copies of Required Insurance Documentation; Attachment G, DeKalb County, Georgia New Ethics Policy, and Attachment H, Business License(s)/Certifications .

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County: Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer
1300 Commerce Drive, 2nd Floor

Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

Arcadis U.S., Inc.
2839 Paces Ferry Road, Suite 900
Atlanta, GA 30339
ATTN: Matt McDow, Vice President

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.
Arcadis, U.S., Inc. DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)
Signature

Matt McDow
Name (Typed or Printed)

Vice President
Title

720 344 3702
Federal Tax I.D. Number

March 1, 2021
Date

ATTEST:

[Signature]
Signature

Jodi L. Martin
Name (Typed or Printed)

Asst. Corporate Secretary
Title

APPROVED AS TO SUBSTANCE:

David Pelton

Signed by: David Pelton
Date & Time: 16 Mar, 2021 10:20:50 EDT
Department Director

[Signature] by Dir. (SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

Barbara Sanders-Norwood
Signature

BARBARA L. SANDERS
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

[Signature]

Signed by: Clark Gandler
Date & Time: 16 Mar, 2021
County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Cost Proposal

ATTACHMENT A

COST PROPOSAL FORM
(consisting of two (2) pages)

Request for Proposals (RFP) No. 19-500535

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: Arcadis U.S., Inc

Address: 2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339

Contact Person Submitting Proposal: Matt McDow

Title of Contact Person: Vice President

Telephone Number: 770-384-6558

Fax Number: 770-435-2666

E-mail Address: matt.mcdow@arcadis.com



Signature of Contact Person

Vice President

Title of Contact Person

ATTACHMENT A
COST PROPOSAL FORM

Request for Proposals (RFP) No. 19-500535

State the firm fixed hourly rates stated below for on-call services. Include all labor, equipment, transportation, postage and shipping, reproduction, meetings, supplies, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting data reduction, signing and certifying surveys and incidentals and all services and things necessary to provide the requested services of this RFP.

Job Title	Unit of Measure	Firm Fixed Hourly Rate		
		Year 1	Year 2	Year 3
1. Principals	Per Hour	\$240.00	\$245.00	\$250.00
2. Project Manager (Georgia P.E. Required)	Per Hour	\$190.00	\$195.00	\$200.00
3. Project Engineer	Per Hour	\$160.00	\$165.00	\$170.00
4. Hydrologist	Per Hour	\$140.00	\$144.00	\$148.00
5. Design Engineer	Per Hour	\$130.00	\$134.00	\$138.00
6. Georgia Registered Land Surveyors	Per Hour	\$160.00	\$165.00	\$170.00
7. Drafter/Technician	Per Hour	\$105.00	\$108.00	\$201.00
8. Clerical	Per Hour	\$80.00	\$82.00	\$84.00
9. Instrument Man/Party Chief	Per Hour	\$130.00	\$134.00	\$138.00
10. Flagman	Per Hour	\$60.00	\$62.00	\$64.00
11. Office Computer Aided Design Equipment Operator (including system and materials)	Per Hour	\$90.00	\$93.00	\$96.00
12. Construction Manager	Per Hour	\$130.00	\$134.00	\$138.00
13. Construction Inspector	Per Hour	\$70.00	\$72.00	\$74.00
14. Land Acquisition Agent	Per Hour	\$90.00	\$93.00	\$96.00
15. Land Acquisition Manager	Per Hour	\$120.00	\$124.00	\$128.00
16. Other (Describe and list any additional positions anticipated to be used and not listed above - use additional sheets (if needed))	Per Hour	N/A	N/A	N/A

Name of Individual or Firm:

Arcadis U.S., Inc.

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor 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 on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

39845
Federal Work Authorization User Identification Number

2/21/2007
Date of Authorization

Arcadis U.S., Inc.
Name of Contractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

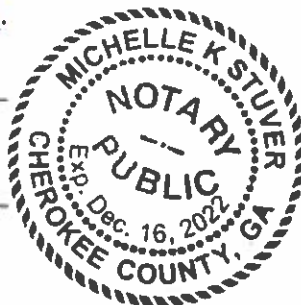
Executed on March 1, 2021 in Atlanta (city), GA (state).

By: [Signature]
Signature of Authorized Officer or Agent

Matt McDow / Vice President
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 1st day of March, 2021.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/16/22



ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

86331
Federal Work Authorization User Identification Number

01/07/2008
Date of Authorization

Accura Engineering and Consulting Services, Inc.
Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

Executed on Feb. 26, 2021 in Atlanta (city), GA (state).

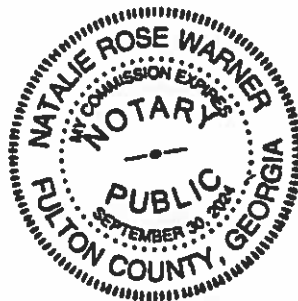
By: Prashanthi Reddy
Signature of Authorized Officer or Agent

Prashanthi Reddy, President & CEO
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 26 day of February, 2021.

Natalie Rose Warner
NOTARY PUBLIC

My Commission Expires:
September 30, 2024



ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

237294

Federal Work Authorization User Identification Number

8/12/2009

Date of Authorization

Corporate Environmental Risk Management, LLC

Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on MARCH 2, 2021 in TUCKER (city), GA (state).

By: [Signature]
Signature of Authorized Officer or Agent

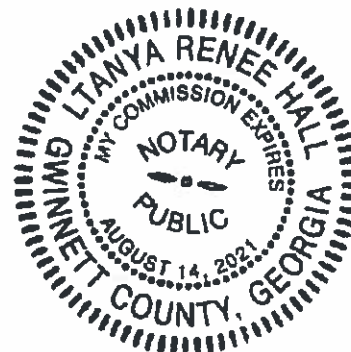
Albert G. Edwards, Managing Director

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 2nd day of March, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:



ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

154446
Federal Work Authorization User Identification Number

04/09/09
Date of Authorization

Smith Real Estate Services, Inc.
Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

Executed on Feb. 25, 2021 in Atlanta (city), GA (state).

By: 
Signature of Authorized Officer or Agent

Pamela J. Smith, President/CEO
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 26 day of February, 2021.


NOTARY PUBLIC

My Commission Expires Veronica J Martinez
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 09/07/2024

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

210078

Federal Work Authorization User Identification Number

4/30/2009

Date of Authorization

Edwards-Pitman Environmental, Inc.

Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on February 26, 2021 in Atlanta (city), GA (state).

By: Susan L. Thomas
 Signature of Authorized Officer or Agent

Susan L. Thomas, AICP/Executive VP of Operations

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 26th day of February, 2021.

W de Ceuninck van Capelle
 NOTARY PUBLIC
 My Commission Expires: 9/23/2024



ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

710322
Federal Work Authorization User Identification Number

9/11/2013
Date of Authorization

Pont Engineering, Inc.
Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

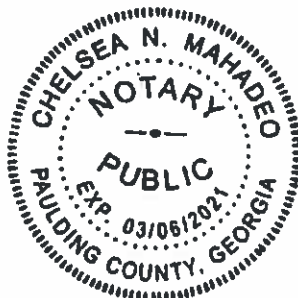
Executed on February 26, 2021 in Marietta (city), GA (state).

By: [Signature]
Signature of Authorized Officer or Agent

Sean Garland, President
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 29th day of FEBRUARY, 2021.

[Signature]
NOTARY PUBLIC
My Commission Expires: MARCH 06, 2021



ATTACHMENT D (N/A)

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A
 Federal Work Authorization User Identification Number

 Date of Authorization

 Name of Sub-subcontractor

 Name of Project

DeKalb County Georgia Government

 Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
 Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

 NOTARY PUBLIC
 My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, Jodi L. Martin, certify the following:

That I am the duly elected and authorized Secretary of Arcadis (hereinafter referred to as the "Contractor"), an Corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Mat McDow, in his official capacity as Vice President of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 4th day of March, 2021.

Jodi L. Martin
(Secretary)



ATTACHMENT F
Copies of Required Insurance Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/YY)
12/29/2020

Item XIII. c.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Hartford Casualty Insurance Co		29424
	INSURER C: Hartford Accident & Indemnity Company		22357
	INSURER D: Twin City Fire Insurance Company		29459
	INSURER E: INSURER F:		

Holder Identifier : ABFGHI

COVERAGES **CERTIFICATE NUMBER: 570085419023** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20ECS0L5318 SIR applies per policy terms & conditions	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Property Damage to <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20 UEN 0L5319	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			20XHU0L5322	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20WNOL5323 AOS 20WPROL5321 WI	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570085419023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract No. 1231546, RFP 19-500535, Engineering Design Services for PW-Transportation and Infrastructure Projects for DeKalb County, GA, Agreement for Professional Services. DeKalb County, its elected officials, officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of DeKalb County and its officers in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and workers' Compensation policies.

CERTIFICATE HOLDER DeKalb County, Georgia Director of Purchasing & Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur GA 30030 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ATTACHMENT G
DeKalb County, Georgia New Ethics Policy



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May
Interim CEO

Executive Order No. 2014-4 **New Ethics Policy**

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts*. A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

²"Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept “reasonable hosting expenses” from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County’s contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

¹ “Interested Source” means any person or entity who: (a) is seeking official action by the employee or the employee’s department; (b) does business or seeks to do business with the county or the employee’s department; (c) conducts activities regulated by the employee or the employee’s department; (d) has interests that may be substantially affected by performance or nonperformance of the employee’s official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

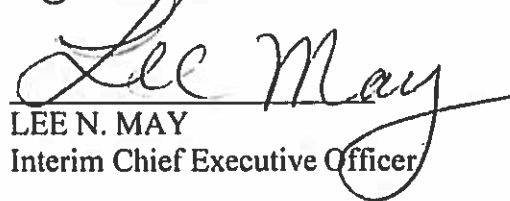
Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

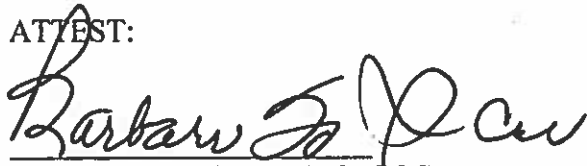
Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:


BARBARA H. SANDERS, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

ATTACHMENT H
Business License(s)/Certifications

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA GEORGIA 30061-0649
(770) 528-8410



BUSINESS LOCATION
2839 PACES FERRY RD 900
DATE ISSUED
01-01-2020
D/B/A ARCADIS
ARCADIS US INC
110 WEST FAYETTE ST, SUITE 300
SYRACUSE, NY 13202

CERTIFICATE NUMBER
9097
FOR YEAR
2020
CERTIFICATE EXPIRES
12-31-2020

TYPE PROFESSIONAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
871101	ENGINEER (OCCUPATIONAL TAX)	14329.00

2021 has been applied for. Will send an updated copy once received.

Thank you!

Jodi L. Martin

CLASSIFICATION CODE	AMOUNT	PAYMENT DATE	DESCRIPTION	AMOUNT
4332 14,329.00		02-13-2020		
4645 0.00				
			SUB TOTAL \$	14,329.00
			PENALTY \$	0.00
			INTEREST \$	0.00
			TOTAL \$	14,329.00

certificate 9097 2020 ARCAD S

Emilia Wells

BUSINESS LICENSE DIVISION MANAGER

JL

AUTHORIZED INITIALS

IMPORTANT NOTICE

- 1 Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
- 2 Please document to Cobb County Business License Office when business goes out of business.
- 3 Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
- 4 Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
- 5 Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

273552

PLACE ON DISPLAY

The County's Request for
Proposals (RFP) No.19-500535

APPENDIX I



**DeKalb County
Department of Purchasing and Contracting**

November 18, 2019

REQUEST FOR PROPOSALS (RFP) NO. 19-500535

FOR

**ENGINEERING AND DESIGN SERVICES FOR PUBLIC WORKS TRANSPORTATION
AND INFRASTRUCTURE PROJECTS**

Senior Procurement Agent:	Brenda H. Redus
Phone:	4044-371-4943
Email:	bredus@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: **November 20, or 27, 2019 or December 4, 2019**
 (Bidders must attend 1 meeting on either of the dates listed.)
 4572 Memorial Drive, Decatur, Georgia 30032
 Main Conference Room - A
 (Meetings are held at 10:00a.m. and 2:00p.m.)
 Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”; Conference Call Dial-In: 770-414-2144 (PIN: 199812)

Pre-Proposal Conference: **November 26, 2019 at 10:00 A.M.**
 Location: The Maloof Building, 1300 Commerce Dr., 2nd Floor, Decatur, GA 30030

Deadline for Submission of Questions: **5:00 P.M. ET, December 2, 2019**

Deadline for Receipt of Proposals: **3:00 P.M. ET, December 16, 2019**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

November 18, 2019

REQUEST FOR PROPOSAL (RFP) No. 19-500535

FOR

**ENGINEERING AND DESIGN SERVICES FOR PUBLIC WORKS TRANSPORTATION
AND INFRASTRUCTURE PROJECTS**

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in engineering and design services to submit proposals to provide Professional Engineering Services for various public works, transportation and infrastructure improvement projects.

By means of the requirements described herein, the selected Contractor(s) shall assist the County by providing Professional Engineering services for the design and construction of various projects including, but not limited to: intersection, sidewalks, and roadway improvements; streetscapes, localized drainage projects, traffic signalization projects, bridge replacements, infrastructure improvements and related project meetings.

I. INTRODUCTION

- A. General Information - The County is seeking proposals for engineering services in order to initiate design of selected public works infrastructure improvement projects. All Capital Improvement Projects, land acquisition and construction will be approved by the DeKalb County Board of Commissioners for the design phases of the projects. Some of the projects may involve Federal/State funding in addition to solely County funded projects.
- B. In an effort to expedite the projects and select the most qualified contractors, the County intends to utilize a "work authorization" type approach. See Sample Work Authorization Form attached as Exhibit 1.
- C. The initial term of the contract resulting from this RFP shall be for three hundred sixty- five (365) days and may be renewed annually by the County for two (2) additional one-year renewal terms.

- D. The services shall commence within twenty (20) calendar days after receipt of written notice to proceed. Separate costs shall be submitted for the initial twelve (12) month term and the renewal terms.
- E. Work authorizations shall be assigned only during the contract period. Any work assigned during the contract period shall continue to completion of the assignment per the terms of this contract even though the expiration date has passed. All rates in Exhibit 3, Cost Proposal/Fee Schedule, will apply for the duration of the Contract resulting from this RFP.
- F. The County requires the services of a Contractor(s) to design or evaluate projects on very short notice, on an as-needed basis, as determined by the County. The Contract, resulting from this RFP, will provide the method by which the County can assign projects on a "work authorization" basis.
- G. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
Exceptions to the Standard County Contract, if any	F

- H. The County reserves the right to make one (1) award or multiple awards.

II. STATEMENT OF WORK

Responders shall submit proposals for work in accordance with the specifications of this Section II., Statement of Work of this RFP.

A. REQUIRED SERVICES CATEGORIES

Perform consultant services for transportation related improvements including but not limited to sidewalks, intersection improvements, and multi-use trails in accordance with the specifications of Section II-D of the RFP. Services in each category listed below shall include, but not be limited to, the following:

1. **Transportation and Infrastructure Design** – Perform all design as needed to produce construction and right-of-way plans on a variety of transportation related projects such as road improvements, streetscapes, sidewalks, intersections, multi-use trails, and bridge replacement projects. Develop scoping/concept reports, concept plans, base mapping/surveying data, construction plans, quantities, right-of-way plans, legal descriptions, cost estimates, etc. All plans are to be prepared per the requirements described in Section II-D of the RFP unless specified otherwise by the County.

Perform all necessary design work for streetscape projects. Provide a combination of landscape architecture and transportation design services as required to successfully complete construction plans in the State and Federal process.

Provide all engineering designs relative to the projects; in particular, water and sewer facility construction plan designs and specifications for new locations and for relocation of facilities necessitated by transportation improvement projects.

Estimate quantities and develop cost estimates. Develop designs, specifications, and plan formats to meet DeKalb County, Georgia Department of Transportation and other requirements as necessary.

2. **Land Surveying** – Perform all land surveying services as needed to produce base mapping for the various projects. Produce base mapping, legal descriptions, boundary surveys, topographic surveys, right-of-way surveys, research land records, deeds, etc., necessary for various projects per the specifications described in II-E of the RFP. All surveying performed will be compatible with the County’s Geographic Information System (G.I.S.) database. On certain projects, the County may allow aerial mapping to be used in lieu of some surveyed data.

However, it shall be the responsibility of the consultant to insure any provided information including G.I.S. maps, aerial photograph, etc is up-to-date and accurate. The County shall not be held responsible for any data or information provided to the consultants that have been deemed incorrect or inaccurate.

- 3. **Traffic Engineering** – Perform all necessary studies to produce traffic engineering plans, and specifications in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), and Local, State, and Federal regulations. Develop detour plans for construction in accordance with Local, State, and Federal guidelines. Produce intersection and roadway capacity analysis as well as traffic forecasts, if required. Collect turning movement data in the field, perform traffic projections, produce signal timing plans, traffic signal and signal system plans, traffic models, and all related traffic studies and recommendations necessary for approval of the design of the various local and State/Federal projects.

- 4. **Environmental and Geotechnical** – Perform all environmental services as needed for local and regional planning, and for meeting State and Federal preliminary engineering requirements (including National Pollution Discharge Elimination System (NPDES) requirements) on the various projects. Prepare assessments, site investigations, categorical exclusions, archeological assessments, historic preservation analysis, various reports, and assist the County in a review capacity, if necessary, on environmental work for various projects as required by applicable County, State, and Federal requirements.

Assist the County in environmental land acquisition issues.

Assist the County by making recommendations regarding the environmental impacts of conceptual designs.

Perform all geotechnical related work required for the projects.

Produce geotechnical reports and perform all work required for concept development, construction plans, and construction management.

- 5. **Bridge/Structural** – Perform bridge/structural services as needed including design, inspection, and recommendations in support of bridge replacement design projects and other infrastructure projects. The County may also request structural services to include inspections and reports of existing infrastructure with related design/repair options and corresponding cost estimates.

Perform value engineering as required for all structural improvements on transportation and drainage projects.

Assist the County by providing drainage analysis as needed for bridge and culvert replacements. Perform all work necessary for Federal Emergency Management Agency (FEMA), Corps of Engineer, County, State, and Federal agency permits related to structural improvements.

6. **Land Acquisition Services** – Perform all services necessary for land acquisition, including but not limited to: title searches, cost estimates, appraisals, negotiations, and preparation of closing and condemnation documents. Also perform environmental studies, asbestos removal, and demolition work on newly acquired properties. Work will be performed on an as needed basis as determined by the County. Coordinate and monitor right-of-way acquisition activities on select projects through all phases of development. Conduct right-of-way impact studies, and right-of-way and land acquisition coordination with all state, Federal, and local agencies. All acquisitions will comply with applicable local, state, and Federal regulations.
- a. Develop and implement a cost-effective approach to property acquisition to be submitted to the County for approval. Review right-of-way drawings. Perform environmental assessment of lands to be purchased or when obtaining easements. Assist the County Administration in determining which properties to acquire based on the right-of-way plans. Prepare estimates of the cost of easements and right-of-way (property) necessary for program funding as identified by the County Administration. Attend and/or conduct public meetings as requested by the County Administration. Contact owners to verify ownership and property lines shown on the plans and advise owners of their rights and acquisition procedures under applicable local, state, and Federal guidelines.
 - b. Provide technical assistance during appraisals. Submit monthly progress reports of land acquisition activities in support of the County Administration's cost and schedule systems. Plan and implement relocation of obstructions plan for affected parcels.
 - c. Conduct appraisals in accordance with county, state, and Federal guidelines, as applicable. Obtain additional appraisals or specialty reports when required. Review appraisals when required. GDOT pre-qualified consultants and appraisers are to be used on State/Federal funded projects.
 - d. Submit final appraisals to the County Administration for review. Perform negotiations with property owners in accordance with county, state, and Federal guidelines, as applicable. Notify owners in written

correspondence. Assist owners to expedite the acquisition of property (paperwork, eligibility for relocation payments).

- e. Conduct land acquisition negotiations in accordance with County procedures for approval and execution by the County Administration. Maintain organized project records of land acquisition/condemnation process sufficient for auditing by outside agencies if required. Provide appraisal support for court-related land acquisition/condemnation cases. Perform all coordination with the Georgia Department of Transportation on State/Federal funded projects.
- f. Provide the original and two copies of all acquisition related documents required to submit for GDOT right-of-way acquisition reimbursement.

7. **Construction Management/Inspection Services**

- a. Provide construction management and/or inspection services as required by the County on an as-needed basis.
- b. Provide inspection services for transportation projects in accordance with Georgia Department of Transportation (GDOT) specifications.
- c. Perform field plan reviews, review bid documents, review and prepare cost estimates. Provide status reports and cost to complete updates.
- d. Manage contractors hired by the County on various locally funded projects and occasionally on State/Federally funded projects. Review contractor invoices for approval by the County.
- e. Provide inspection services that follow all GDOT specifications for road and bridge projects. Perform any required coordination necessary with GDOT on State/Federal funded projects or on projects permitted by the State.

B. PROJECT ADMINISTRATION

- 1. Within ten (10) calendar days after receipt of written notice to proceed, the Consultant shall meet with the County to review specific assignments, concepts, and the overall planning of projects to be assigned by the County. The County will identify the project(s). The Consultants will be assigned projects based on confirmation of pre-qualified status by category, and for the type of services listed in Section II.A.
- 2. The County jointly with the Consultant will then identify concepts and scope of work for each project which will be approved, in writing, by

the County. The Consultant shall develop a “Not To Exceed” cost proposal for each project based on the approved scope of work. The County may request cost proposals from more than one consultant on any particular project.

3. The scope of work for each project assigned, to be performed under this Agreement shall be specifically defined in a Work Authorization Form attached herein, which shall be approved by the County. The compensation for each such project shall be presented as a lump sum “Not To Exceed” amount, based on the unit prices submitted by the Consultant in response to this RFP. The Consultant shall provide such technical assistance to the County as may be necessary to specifically define the scope of work for each assigned project. The Consultant will be required to provide estimated calendar days to completion, personnel man hours needed, and not to exceed compensation for each assigned project.
4. Written summarizations of all meetings with the County shall be prepared by the Consultant and returned within three (3) working days to the County for their review to ensure compliance with scope of work and contract progress.
5. The Consultant shall provide budget estimated for County review and approval showing cost basis for each assigned project.
6. The Consultant shall develop proposed design and construction schedules as necessary for each assigned project.
7. The completion schedule, for each assigned project scope of work, shall be mutually agreed upon by the County and the Consultant, prior to the issuance of written authorization to proceed by the County.
8. The County and the Consultant shall agree on milestones for each assigned project. A review by the County will be performed when each milestone is reached. No remuneration will be made for additional design effects resulting from this review.
9. When directed by the County, the Consultant will prepare bid documents, special provisions, administer the bidding process, and shall be responsible for the sale of Plans and Specifications to potential bidders.
10. The Consultant shall prepare and submit all required and necessary documents to obtain all State and Federal permits and approval of the Plans and Specifications for the project, if needed.

11. The Consultant will prepare conceptual, preliminary, final construction estimates of design projects, and any other interim estimate as required by the County in the project scope of work.
12. The Consultant will be required to submit “as-builts” to the County at the completion of all projects in digital format for inclusion into the County GIS.
13. Upon request by the County, the Consultant will be required to be present at all related public hearings, Board of Commissioners meetings, meeting with outside agencies, etc.
14. The Consultant is responsible for obtaining any land disturbance permit and meeting as-built requirements for each design.

C. ADMINISTRATIVE DATA/INFORMATION

Copies of topographical maps, existing drainage systems, land use maps, floodway/floodplain charts, wetlands maps, tax parcels, and County road maps will be made accessible to the Consultant by various County departments. Copies will be made by the Consultant, at no expense to the County. The Consultant will coordinate with the County representative for use of the above materials. The County does not warrant the accuracy of the available data, and the Consultant is expected to conduct applicable field testing where the work so requires. Data available to the Consultant is as follows:

1. Existing drainage system – The County is in the process of developing an inventory of the infrastructure Countywide. This information will be provided electronically through County GIS.
2. Land use mapping information will be provide on County GIS.
3. Floodplain information is available on County FEMA Flood Insurance Rate Maps (current FEMA maps).
4. County road and right-of-way information and certain Georgia Department of Transportation plans are available.
5. Tax parcel owner and property information will be made available to the Consultant in hard copy format or digital format.
6. A GIS data dictionary, which documents data availability and data context, will be made available to the successful consultant. The base mapping will be 1” = 100’ with 2’ contour intervals. Site specific planimetric and topographic data available at the time of the start of each project will be made available to the consultant. The Consultant will be

required to agree to the terms for use of GIS data as set forth in the attached Standard County Contract attached herein.

7. The Consultant shall check the data and information furnished by the County listed above for accuracy and to ensure that the data and information meet appropriate standards and is formatted to be compatible with County GIS and mapping programs described previously. Any survey monument information, horizontal or vertical, will be approved by the County and eventually turned over to the County. The Consultant will provide ASCH data format to be specified by the County. All survey control will be provided in feet and will be formatted for inclusion into the County GIS.
8. The Consultant will have access to all existing materials, maps, plans, etc. relating to drainage, sewer and related systems currently maintained by the County or private entities bound by ordinance.
9. The Consultant will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing survey or other field investigations in accordance with the practices of the County. The Consultant will transmit a copy of "intent to enter" letter to the County for the County's approval prior to sending it to property owners.

D. PROFESSIONAL SERVICES SPECIFICATIONS:

1. All surveying and design services are to be in accordance with the Georgia Department of Transportation's current policies in order to comply with State and Federal review and approval procedures, unless specifically excluded and directed by the County.
2. All plan preparation for all projects will be in accordance with the Georgia Department of Transportation's "Plan Development Process", Manual of Guidance, current edition, unless specifically excluded and directed by the County.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "**Cost Proposal for Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. **Technical Approach:** Responders are required to describe the procedures and methods that will achieve the required outcome of this project.
4. **Project Management:** Describe how the project will be organized and managed. Include the anticipated use of subconsultants. Describe the resources necessary to accomplish the purpose of the project. Describe internal quality control and quality assurance practices and how those will apply to those services. Demonstrate familiarity with applicable Federal, State and local regulations, required criteria, standards and procedures with respect to planning, environmental, design, acquisition, construction, construction supervision, and approval of road projects.

5. **Experience of Consultants:** The proposal will address the following criteria and include necessary information of any other professional firm to be involved through subcontract, joint venture, etc.:
- a. The proposal is to include the qualifications of the Consultant firm, and the staff to successfully perform the services listed in Section II of the RFP.
 - b. The Responder shall demonstrate experience in the design of similar facilities, and confirm listing by the State of Georgia Department of Transportation (GDOT) as a pre-qualified consultant for projects eligible for State and Federal Transportation funding. Confirmation of listing by Consultant or any other firm involved through joint venture by each pre-qualified category is required. The Consultant shall demonstrate the firm's extensive knowledge of the GDOT's Plan Development Process. Describe the past experience of the firm and of the staff on similar projects as well as other relevant experiences.
 - c. The Responder shall provide statements and references attesting to successful compliance with schedules and budgets as well as the scope, location, design cost, construction cost, and duration of similar projects.
 - d. List the systems and methods successfully used to perform the work described in the categories listed in Section II of the RFP and on similar projects. This information will be used to assure the reliability and quality of proposed work.
 - e. List the equipment, hardware, software, etc., to be used to perform the work in the categories listed in Section II of the RFP.
 - f. Demonstrate the extent of in-house capabilities to perform specialized services that may be required by a specific project.
 - g. Demonstrate the ability to absorb anticipated workload described above under the two year contract time frame.
 - h. Demonstrate familiarity with applicable Federal, State, and local regulations, required criteria, standards and procedures with respect to planning, environmental, design, acquisition, construction supervision, and approval of road projects.

6. Qualification of Staff/Management:

The proposal will address the following criteria and include necessary information of any other professional firm to be involved through subcontract, joint ventures, etc.:

- a. Describe the experience and qualifications on similar projects of the project manager and document the on-site time commitment on comparable projects.

- b. Proposals should include a description of the qualifications and experience of the specific staff members of the project team to be involved in the projects. Proposals should demonstrate the ability to retain project managers and key project personnel throughout the project.
 - c. Include names and brief resumes of key personnel on the project team (identified as to technical and/or management) to be assigned to proposed work, stating the capability of proposed key personnel as demonstrated in past and recent similar projects. In addition, the Consultant shall include current workload and commitments of proposed key personnel, as related to their capacity to perform work satisfactorily.
 - d. The proposal must include an 11” x 17” folded organizational chart of all personnel, including joint venture firms, of the project team.
7. Responder must provide financial statements for the last three (3) years that evidences the responder’s financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation.
8. References:
- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation’s advertisement, and comply, complete and submit all LSBE forms with the Responder’s response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County’s website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Technical Approach to the Project (20 points)
- B. Project Management (15 points)
- C. Experience of Consultants (25 points)
- D. Qualification of Staff/Management (15 points)
- E. Financial Responsibility (5 points)
- F. References (10 points)
- G. Local Small Business Enterprise Participation (10 points)
- H. *Optional Interview (10 points) - bonus*

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original” and five (5) flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs/drive); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on December 16, 2019.

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder’s name and **“Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure”** on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on the 26th day of November, 2019 at Location: The Maloof Building, 1300 Commerce Dr., 2nd Floor, Decatur, GA 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Brenda Redus, phone number 404-371-4943 or email address bredus@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Brenda Redus, via email to bredus@dekalbcountyga.gov, no later than close of business on December 2, 2019. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Brenda Redus at 404-371-4943 or send an email to bredus@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formal bids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or

community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License

Responder shall submit a copy of its current, valid business license upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or

underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

O. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Brenda H. Redus
Senior Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Opportunity Tracking Form
- Attachment F: Sample County Contract
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4

ATTACHMENT A

COST PROPOSAL FORM

(consisting of two (2) pages)

Request for Proposals (RFP) No. 19-500535

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

**ATTACHMENT A
COST PROPOSAL FORM**

Request for Proposals (RFP) No. 19-500535

State the firm fixed hourly rates stated below for on-call services. Include all labor, equipment, transportation, postage and shipping, reproduction, meetings, supplies, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting data reduction, signing and certifying surveys and incidentals and all services and things necessary to provide the requested services of this RFP.

Job Title	Unit of Measure	Firm Fixed Hourly Rate		
		Year 1	Year 2	Year3
1. Principals	Per Hour	\$	\$	\$
2. Project Manager (Georgia P.E. Required)	Per Hour	\$	\$	\$
3. Project Engineer	Per Hour	\$	\$	\$
4. Hydrologist	Per Hour	\$	\$	\$
5. Design Engineer	Per Hour	\$	\$	\$
6. Georgia Registered Land Surveyors	Per Hour	\$	\$	\$
7. Drafter/Technician	Per Hour	\$	\$	\$
8. Clerical	Per Hour	\$	\$	\$
9. Instrument Man/Party Chief	Per Hour	\$	\$	\$
10. Flagman	Per Hour	\$	\$	\$
11. Office Computer Aided Design Equipment Operator (including system and materials)	Per Hour	\$	\$	\$
12. Construction Manager	Per Hour	\$	\$	\$
13. Construction Inspector	Per Hour	\$	\$	\$
14. Land Acquisition Agent	Per Hour	\$	\$	\$
15. Land Acquisition Manager	Per Hour	\$	\$	\$
16. Other (Describe and list any additional positions anticipated to be used and not listed above - use additional sheets (if needed))	Per Hour	\$	\$	\$

Name of Individual or Firm:

ATTACHMENT B
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on December 16, 2019 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				
Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				
Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				
Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				
Company Name		Contract Period		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Email Address		Fax Number (include area code)		
Project Name				

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **RFP No. 19-500535**

TITLE OF UNIT OF WORK – **Engineering and Design Services for Public Works Transportation and Infrastructure**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 LSBE-DeKalb LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification:	

LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D
DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____

(Name of Prime Contractor Firm)

From: _____

(Name of Subcontractor Firm)

LSBE –DeKalb **LSBE –MSA**

(Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE III. STATEMENT OF WORK

The Contractor agrees to provide all _____ services in accordance with the County’s Request for Proposals (RFP) No. XX-XXXXXX for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor’s response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor’s services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties’ execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all

financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor’s employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor’s employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor’s office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor’s services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney’s fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and

all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence

- \$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of

insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work

of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture

Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County’s Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County’s Executive Assistant or by the County to the Contractor’s authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the

Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE COUNTY CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
Contractor's Cost Proposal

SAMPLE COUNTY CONTRACT

The County's Request for
Proposals (RFP) No.XX-XXXXXX

SAMPLE COUNTY CONTRACT

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. XX-XXXXXX”

SAMPLE COUNTY CONTRACT

APPENDIX II

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor 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 on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government _____
Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

SAMPLE COUNTY CONTRACT

ATTACHMENT G

Item XIII. c.

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____



ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlricksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other

SPECIFIC WORK SCHEDULE:

SALARY RATE (OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to: Business Solutions Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT I
(SAMPLE)

WORK AUTHORIZATION FORM

DEKALB COUNTY, GEORGIA

TO: (Consultant)

Work Authorization No.	_____
Submittal Date	_____
Date to Commence Services	_____
Date of Completion	_____

SUBJECT: Work Authorization for:

Project Name: <u>Engineering and Design Services for Public Works Transportation and Infrastructure Projects.</u>	
Project Number:	_____
Contract Number:	_____

You are hereby authorized to perform the project the project scope of work services (attached as exhibit A) in accordance with the above referenced Contract executed ____

Payment will be in accordance with the above referenced Contract, as applicable.

Total Not to Exceed Cost - \$_____

Agreed as to scope of services, time, schedule, and cost, this _____ day of 20_____

DEKALB COUNTY, GEORGIA

(Consultant)

By: _____
Chief Executive Officer
or Designee
DeKalb County, Georgia

By: _____
Name (Typed or Printed)

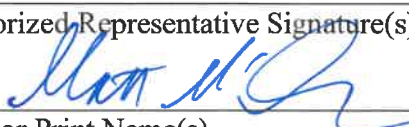
“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. 19-500535”

APPENDIX II

ATTACHMENT B
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name Arcadis U.S., Inc.		Federal Tax ID# 57-0373224	
Complete Primary Address 2839 Paces Ferry Road, Suite 900	County Cobb	City Atlanta	Zip Code 30339
Mailing Address (if different) N/A	City Atlanta	State GA	Zip Code 30339
Contact Person Name and Title Matt McDow, PE, Vice President	Telephone Number (include area code) 770.384.6654		
Email Address matt.mcdow@arcadis.com	Fax Number (include area code) 770.435.2666		
Company Website Address www.arcadis.com	Type of Organization (check one) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
Proposals for Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure described herein will be received in the Purchasing & Contracting Department, Room 2 nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on December 16, 2019 until 3:00 p.m. (EST) . Proposals shall be marked in accordance with the RFP, Section V.B.			
CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.			
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.			
Authorized Representative Signature(s) 		Title(s) Vice President	
Type or Print Name(s) Matt McDow, PE		Date Dec 30, 2019	



RFP No. 19-500535

December 30, 2019

REQUEST FOR PROPOSALS

ENGINEERING AND DESIGN SERVICES FOR
PUBLIC WORKS TRANSPORTATION AND
INFRASTRUCTURE

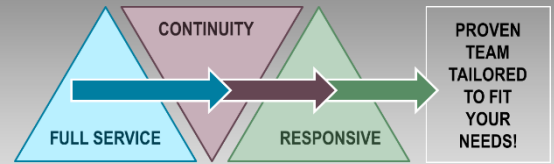


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DeKalb County Department of Purchasing and Contracting
 The Maloof Center, 2nd Floor
 1300 Commerce Drive
 Decatur, GA 30030

Arcadis U.S., Inc.
 2839 Paces Ferry Road
 Suite 900
 Atlanta
 Georgia 30339
 Tel 770 431 8666
 Fax 770 435 2666
 www.arcadis.com

Subject:
 Request for Proposals (RFP) No. 19-500535 for
 Engineering and Design Services for Public Works
 Transportation and Infrastructure

Dear Selection Committee:

Since 1998, we have worked with you providing transportation and infrastructure services. We are your full-service provider having successfully delivered projects under our current and previous on-call contracts.

We understand the variety of services you require and have a diverse team including DeKalb-LSBE/MSAs for the efficient delivery of these services. Our expertise allows us to properly scope and deliver projects—from small locally funded sidewalks, streetscapes, and trails to large federally funded roadways.

INFRASTRUCTURE

Date:
 December 30, 2019

Contact:
 Matt McDow, PE

Our team is tailored to fit your needs and to deliver excellence.

FULL SERVICE ... in project solutions, engineering and management to develop and deliver optimum best value benefit—doing more with less



Phone:
 770.384.6654

Email:
 Matt.mcdow@arcadis.com

CONTINUITY ... in contract management, our team makeup and project experience—designed to continue the professional services you expect

RESPONSIVE ... in providing successful project delivery and high-quality deliverables in a timely manner

We share your vision and goals and have strong relationships with your staff. We focus on delivering excellence from day one of every assignment and understand it isn't just what we deliver—how we get there matters too. This is why we will continue to clearly define your expectations for every project and then work efficiently to exceed them. There is no better testament to our suitability for this contract than our proven track record on similar DeKalb County projects.

Sincerely,

Arcadis U.S., Inc.

Matt McDow, PE
 Vice President and Project Manager

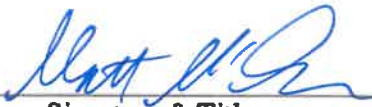


ADDENDUM NO. 1

Page 4
Addendum No. 1
RFP No. 19-500535

ACKNOWLEDGEMENT

The above Addendum No. 1 is hereby acknowledged:

Arcadis U.S., Inc.	
_____ Company Name	_____ Signature & Title Matt McDow, PE, Vice President

DR:bhr

Technical Proposal



DeKalb County requires a full array of transportation technical services to implement various projects, such as intersection, signal, sidewalk and roadway improvements; streetscapes; localized drainage projects; bridge replacements and improvements; signal upgrades and other transportation-related projects. Arcadis has provided you with Engineering and Design Services for Public Works Transportation and Infrastructure Project since 1998. There is no better testament to our fitness and suitability to continue providing these on-call services than our proven track record on similar DeKalb County projects, such as:

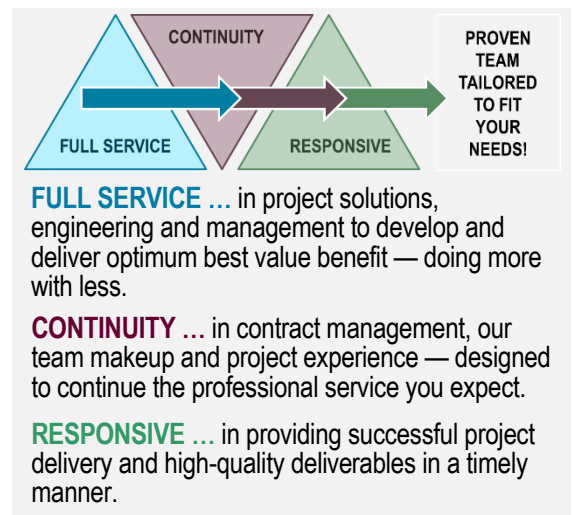
- Briarlake at Briarcliff Right Turn Lane
- Panola Road Widening
- Memorial Drive Streetscape Improvements
- Lithonia Industrial Boulevard
- Linecrest Road New Alignment
- Bridge Rehabilitation and Load Rating
- Tucker Main Street Streetscape
- DeKalb Trails – Phase I
- High Priority Interchange Landscaping
- Perimeter Center Streetscapes
- Perimeter Center Parkway Extension
- River Road Corridor Intersection Improvements

Arcadis has also provided DeKalb County on-call services through contracts for:

- Geographical Location/Inventory of Wastewater Collection System
- Construction Management Services for Department of Watershed Management
- Professional Engineering Services for Department of Watershed Management
- Professional Engineering and Design Services for Public Works
- Stormwater Structure Inventory and System Assessment

Our Team is Tailored to Fit Your Needs!

Arcadis' local Metro Atlanta office has delivered many infrastructure and transportation projects. We understand what it takes to plan, design, and deliver quality projects. Arcadis has the wide variety of services you require and, like you, are committed to delivering innovative, quality solutions to the community. Our expertise allows us to properly scope and deliver projects and bring our team who is currently serving you for the continued and efficient delivery of these services.



ARCADIS specializes in urban planning, transportation engineering, survey, construction administration, and environmental planning. Our extensive transportation project expertise includes streetscapes, roadways, multi-use trails, sidewalks, bike lanes, traffic operations and safety improvements. We offer a significant depth of resources and capabilities that cross many disciplines. We see projects from many angles and use this knowledge base to provide you with a broader perspective. These services include:

- Roadway Design
- Landscape Architecture
- Public Involvement/Engagement
- Traffic Engineering/Studies
- Roundabout Review/Design
- Hydraulic/Hydrological Studies
- Transportation Planning
- Land Surveying
- Streetscape/Multi-Use Trail/Pedestrian Design
- Construction Engineering/Observation
- Environmental Permitting/NEPA Document
- Storm Drainage Infrastructure Services
- Structural/Bridge Design/Inspection
- Erosion/Sedimentation/Pollution Control Design/Monitoring
- Utility Coordination
- Railroad Coordination
- GIS Services
- Project Related Grant Services
- Value Engineering
- Geotechnical/Material Testing
- Soil Surveys
- Program Management
- Comprehensive Plan Services

Technical Approach

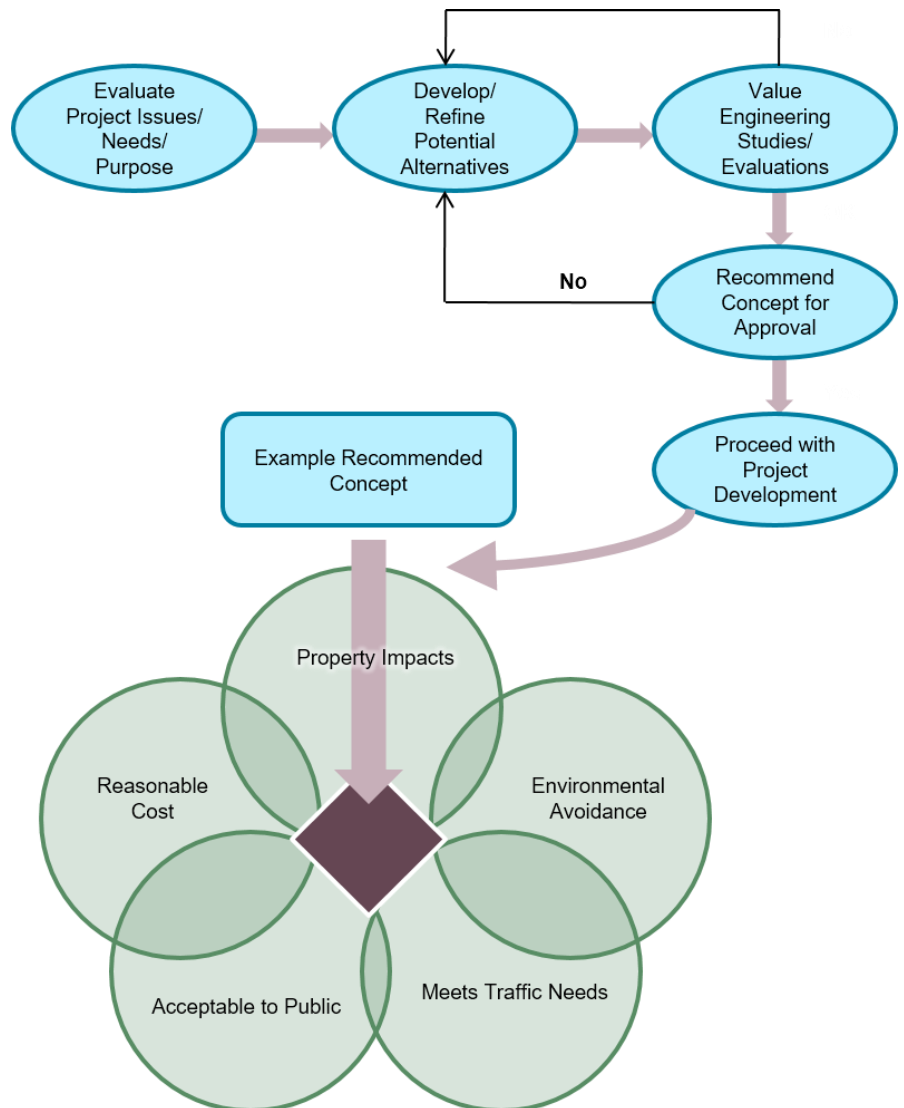
The following is our approach to the development of a typical project under this contract. This process can be scaled and tailored to fit the size and scope of a variety of transportation and infrastructure projects.

1. Transportation and Infrastructure Design

Project Scoping: As your partner in implementing meaningful projects for the travelers in DeKalb County, our first and most important steps are to identify the need and purpose of the project and the appropriate solution. This is the essence of successful project scoping. Our experienced professionals will evaluate the project and determine what is needed to effectively implement it. We partner with you to accurately determine the scope of work and prepare, schedule, and budget to meet your needs. The scoping phase naturally leads to the beginning of concept development in which the initial "idea" developed is put on paper.

Concept Design Development: We develop conceptual designs meeting the need and purpose that optimize cost, while minimizing impacts to adjacent properties, the environment and utilities. Our concept development process, shown on the figure to the right, illustrates the competing project issues that must be addressed to begin a successful project. Arcadis practices sound value engineering principles during the concept development phase and is prepared to conduct a formal **value engineering** analysis, if required. Potential high-cost elements are scrutinized for more economical solutions that maintain the desired design features while reducing overall project cost.

We will identify where complete streets are applicable whether pedestrian, bike or transit and implement them into the concept report. Context sensitive solutions may also be identified during concept development and may drive the selection of the preferred alternative.



Engineering Design: Preliminary, Right-of-Way (ROW), Final Plans

Preliminary Plans Phase Scope: We are very familiar with the DeKalb County design process and GDOT’s Plan Development Process (PDP). We understand the different scoping requirements between local and federally funded projects, and tailor our approach to fit the project. The roadway design is performed using InRoads software. The software produces horizontal/vertical alignments and 3D models. Drainage plan and profiles, ROW plans and easement calculations are also performed using the InRoads software package. WSPRO, HEC-2, StormCAD and HY-8 software packages are used to perform drainage calculations. We have also developed our own proprietary tools and processes to efficiently perform essential engineering calculations.

Task	Description
Alignment Geometry	The geometry established in the concept layout is placed on the survey database and fit according to the collected field data. The alignments are adjusted and mathematized in InRoads and checked for conformance with AASHTO geometric guidelines. Design exceptions are identified during this first step if any deviations from AASHTO would be needed to construct the project within the desired performance parameters.
Typical Sections	Typical sections are completed based on the approved concept plan. Along with the horizontal/vertical alignment, we submit typical sections early in preliminary design to validate the concept and ensure the pre-construction team agrees with the project layout. This provides the basis for the preliminary project corridor and footprint.
Construction Staging, Maintenance of Traffic, and Constructability Review	Maintenance of traffic and drainage are considered early in the design process to ensure the conceptual layout can be constructed under traffic and not create drainage issues for adjacent properties. It is important for most projects, especially in urban conditions, that they be built with as little impact to traffic as possible as off-site detours generally cannot be accommodated due to the limited capacity of adjacent streets and highways. Construction staging plans and cross sections are included with the preliminary design submittal for review and comment during preliminary field plan review. An initial constructability review will be held to check the design for maintenance of traffic and drainage feasibility.
Preliminary Bridge and Culvert Plans	Preliminary bridge and/or culvert plans are prepared based on mathematized horizontal/vertical roadway geometry, and preliminary roadway typical sections. Bridge width, span arrangement, type, and construction technique are established based on cost optimization, ROW impacts, and construction staging and maintenance of traffic feasibility. Alignments for bridges/culverts over water will be strongly dictated by floodplain hydraulics and environmental impacts, which are studied during the concept and early preliminary design phases. Preliminary bridge plans generally consist of a single plan and elevation sheet to be coordinated with the roadway plan and profile as well as the hydraulic study if applicable.
Hydraulics	We perform hydraulic studies for each stream impacted (if necessary), under Federal Emergency Management Agency (FEMA) requirements. Specifically, a no-rise certification is prepared for each stream crossing and other locations where fill is placed in floodplains. Hydraulics also play a significant role in culvert and bridge design. Our team of hydraulic engineers utilize HEC RAS, or lesser robust programs like HY-8 and CulvertMaster, to optimize conveyance openings, which may reduce construction costs.
Cross Sections	Cross sections are developed following concurrence on the concept layout, alignment geometry, and typical sections. The cross sections are generated using InRoads design software, resulting in a 3D corridor model and footprint. Construction limits and roadside ditch lines are generated from the model and will dictate the preliminary ROW and easement areas needed. Pavement cross-slopes and gutter line profiles are also checked for accuracy during cross section development. Driveway profiles are also developed as a coordinated effort with the cross sections to confirm proper tie-in and positive drainage.
Intersection Sight Distance Study	Intersection sight distance (ISD) is checked following completion of cross sections to verify ISD meets AASHTO requirements.
Drainage Design and MS4	Upon finalizing the cross sections, our drainage engineers will begin to layout the surface drainage system and cross-drains. Preliminary drainage design includes development of drainage area maps, hydrological/ hydraulic calculations, inlet and piping network layout, and pipe profiles. Stormwater management and MS4 is considered when developing the drainage layout as it will dictate where the concentrated runoff will be discharged. Initial MS4 BMP footprints, where feasible, will be delineated on the preliminary roadway plans. Pre-and post-construction hydrology is considered as part of MS4 to ensure off-site flooding and erosion is not caused by the project as well as to ensure the water quality treatment threshold is met.

Task	Description
Stream and Wetland Impact Study	Once the project footprint and cross-drain layouts are established, our ecology specialists evaluate potential stream and wetland impacts. The specialist determines the appropriate US Army Corps of Engineers (USACE) permit to be acquired based on the extent of the proposed impact. The specialist will determine the level of mitigation required by the USACE permit. A Preconstruction Notice (PCN) will typically be filed following preliminary plans review to ensure the project footprint will not change.
Utility Coordination	Coordination letters are sent to all known utility companies within the area to identify facilities that may be affected by the project. This process begins after the corridor is developed and the drainage systems are designed to ensure that all potential utility impacts are visible. Preliminary plans with this information are sent to utility companies to identify impacted facilities that may require adjustment or relocation. Plans showing utilities to be relocated by others is incorporated into the plan set.
Preliminary ROW Estimate	Preliminary ROW and easement lines are drawn on the roadway plans based on the project's footprint determined from the roadway corridor model for the purpose of preliminary determination of the needed ROW and easement take. These initial layouts can be helpful in estimating ROW costs early in the project and can aid in determining if changes to the design are needed to avoid or mitigate impacts to adjacent parcels to optimize costs.
Signing and Marking Plans	Signing and marking plans are prepared in accordance with the concept layout. The lane configurations, tapers, and intersection striping are coordinated with the roadway and signal (if applicable) design to ensure AASHTO, GDOT and MUTCD guidelines are met. Signing is designed in the preliminary phase and is designed in accordance with MUTCD guidelines.
Traffic Signal Plans	Traffic signal design would be required for intersection improvements where a new signal is warranted or when an existing signal needs modification due to changes to the intersection geometry or lane configuration. Signal modification may also be required for changes to transportation modes such as pedestrian access or bike lane additions. For new signals, our traffic engineers would perform traffic engineering studies and warrant analysis to determine the appropriate intersection control and phasing. Traffic signal plans are developed for both proposed signal and modified signals and would be submitted to GDOT for approval and permit.
Geotechnical Investigations	Preliminary subsurface investigations, to be provided by our geotechnical subconsultant, would include soil surveys and existing pavement evaluations where applicable. Soil surveys are typically needed when a project is on new location or a has a significant widening component. Existing pavement evaluations are generally needed when a project requires a large resurfacing area.
Pavement Design	Pavement designs are typically scoped for major projects where there is a large traffic volume with a high percentage of trucks. The pavement design requires input from the soil survey and existing pavement evaluation to determine the type and thickness of the proposed pavement sections. The typical sections and cross sections are adjusted based on the recommended pavement buildup from the pavement design calculations.
Retaining Walls	Retaining wall locations are identified where needed typically where ROW is limited, or environmental impacts are to be avoided. The locations for each wall are identified on the plans and envelopes (profiles) are prepared. GDOT standard gravity or parapet walls would be used if possible.
Erosion and Sedimentation Control Plans	Erosion control plans are started during the preliminary design phase and developed over the course of the design. Preliminary design typically involves the perimeter BMPs such as silt fences, filter dams, temporary stream relocations and sediment ponds if warranted.
Landscape and Lighting Design	Landscape and lighting design begin during preliminary design. Planting plans, in coordination with the roadway design, are developed with the viability of plant material selection with specific site conditions being assessed. Initial photometric layouts for lighting standards are performed during preliminary design to coordinate with the roadway and drainage layout and to identify any conflicts with existing utilities.
Construction Cost Estimate and Summary of Quantities	Preliminary construction cost estimates are developed using the quantities estimated during design multiplied by current GDOT unit costs. An estimate of earthwork by construction stage is also calculated during the preliminary design phase. The quantities estimated for the cost estimate will be included in the plan set in the Summary of Quantities.

Task	Description
Quality Control (QC)	Arcadis implements its quality assurance (QA) system to thoroughly review deliverables in the preliminary design package before submittal. The package is checked, comments are addressed, and then backchecked before internal authorization is made to submit.
Preliminary Plan Submittals, Reviews and Other Meetings	A preliminary design package is submitted upon completion of the preliminary design phase and would include plans, any applicable reports and correspondence with regulatory agencies, cost estimate with earthwork calculations, and any special provisions if needed. Following DeKalb County's review of the package, Arcadis would work with the project manager to schedule a preliminary field plan review (PFPR) with key staff attending. Comments from this review are incorporated into the plans. Preparation and attendance of other interim reviews and meetings would be provided upon request.

ROW Plans Phase Scope: ROW plans begin after preliminary plan acceptance and authorization from DeKalb County. The preliminary layout is adjusted as needed to address the preliminary plans comments. Additional scrutiny of the layout is made during the ROW plan development process, with consideration made regarding locations of privately-owned improvements such as structures, driveways, signs, and fences, construction limits, and utilities and drainage.

Task	Description
Supplemental Field Surveys	Supplemental field surveys are performed (if needed) to ensure plans reflect the current topography and features.
ROW Plans	Final ROW plans are prepared according to standard GDOT criteria and format.
ROW Plans Submittal & Review	ROW plans are submitted for review and approval. Comments are addressed and incorporated into the final ROW plans.
ROW Staking	After final ROW plan review comments are received and incorporated into the plans, required ROW and easements are staked in the field for verification.
Updated ROW Plans	Approved ROW plans and current construction plans are updated as directed by DeKalb County throughout the ROW negotiation and acquisition process. ARCADIS may prepare other ROW-related items needed during ROW acquisition, such as individual plat and legal description.

Final Design Construction Plans: Final design begins the “final stretch” in the plan development process. This is when we refine our design to make the conceptual vision a reality through a constructible and practical set of plans and specifications. During final plan development, PFPR comments are addressed, ROW Plans are approved including plan revisions requested during negotiations, environmental commitments are satisfied, and utility relocations are coordinated.

Task	Description
Geotechnical Investigations	Bridge Foundation Investigations (BFI) and Wall Foundation Investigations (WFI) would be scoped for final design when bridges or walls are proposed. Boring locations are typically at bridge support foundations and wall footings. This work, including on-site drilling and off-site laboratory testing, would be entirely performed by our geotechnical subconsultant. Both the field and laboratory testing as well as the recommendations arising from the investigations would be coordinated DeKalb County. The data is used to design the bridge and wall foundations.
Bridge, Culvert, and Wall Plans	Structural design of bridges and, if special design, culverts and walls will be required and are contingent on completion of the foundation investigation. Structural design will be in accordance with AASHTO LRFD or ASD depending on the application. The final plans are developed complete with all details and quantities needed for construction. Alternate designs can be prepared in instances where economy is desired.
Final Roadway Plans	The preliminary plans are revised based on the comments received during PFPR.
Erosion and Sedimentation Control Plans	Interior erosion and sedimentation controls are developed in multiple stages that coincide with the construction staging plans. The interior BMP design plans are typically developed during final design. Arcadis will apply for and obtain the appropriate NPDES permit from the Georgia EPD.

Task	Description
Utility Design	Arcadis will design public utility (water and sewer) relocations as needed if they require incorporation into the project's construction contract. These plans are typically standalone from the other utility relocation plans as they are specifically identified as items to be included in the contract.
MS4	Arcadis will prepare the final MS4 report and obtain approval from GDOT as required.
Construction Details and Specifications	Appropriate GDOT and DeKalb County construction standards and details can be included in the plan set or listed in the index for reference as requested. All standards and details will be checked to be sure they are used appropriately on the project. Arcadis can draft any special provisions or incorporate any supplemental project-specific or DeKalb County Specifications if requested to be included in the submittal package.
Construction Cost Estimate and Summary of Quantities	Final construction cost estimates are developed using the quantities estimated and confirmed during final design multiplied by current GDOT unit costs. The quantities estimated will be included in the plan set in the Summary of Quantities. An estimate of earthwork by construction stage is also calculated and provided as part of the final design package.
Final Landscape and Lighting Design	Planting plans and specifications and irrigation system design will be completed during final design. Final lighting plans will also be developed and include all light and electrical design plans and specifications. Landscape and lighting plans are incorporated into the final plan set.
Constructability Review	Arcadis construction specialists perform a final review of the design. The constructability review focuses on: <ul style="list-style-type: none"> • Constructability: Do plans contain enough detail to bid and construct the project? • Contract Interpretation: Are there areas where plans and specifications might be interpreted differently? • Maintenance of Traffic and Drainage: Do contract documents contain adequate provisions to maintain operation of the road during construction with minimum interference? • Schedule Requirements: Do contract documents provide adequate time to complete the work with enough coordination with other contracts? • Quality Control: Are there adequate contract provisions for quality construction? • Connecting Work: Have contract provisions been included to provide necessary interface control between interconnecting or adjacent contracts and/or construction phases? • Materials: Will the specified construction materials provide quality and cost-effective construction?
Quality Control	Arcadis will again review the deliverables in the final design package before FFPR and final submittal. The packages are checked, comments are addressed, and then backchecked before internal authorization is made to submit.
Construction Plan Submittals and Reviews	A Final Field Plan Review (FFPR) design package is submitted upon completion of the final design phase and would include plans, cost estimate with earthwork calculations, and any special provisions if needed. Following DeKalb County's review of the package, Arcadis would work with the project manager to schedule a FFPR. Comments from this review are incorporated into the plans. The final plans package would be resubmitted following completion of the comments from FFPR.
Project Deliverables	All designs, plans, calculations, special provisions and other project documents are prepared in conformance with applicable DeKalb County and GDOT criteria, standards, format and procedures.
Data File Deliverables	All computer files are available in InRoads and MicroStation design files.

Value Engineering: Our certified value specialists have conducted value engineering (VE) studies on 4,000+ projects worldwide and trained 2,000+ architects, engineers and technical experts in the VE methodology. These services cover a broad spectrum of construction projects, including highways; mass transit; water and wastewater; and recreational facilities for city, county, state and federal agencies.

A VE study combines technical capability with the systematic approach of the VE job plan. It is an in-depth cost study to achieve your required functions at the lowest life cycle cost

(LCC). VE focuses attention on the total job life, accounting for future impacts of the cost of money and the escalating cost of labor, materials, fuels, power, etc.

Our approach includes capital cost, energy and LCC modeling (as appropriate), and Function Analysis Systems Technique diagramming. Risk analysis is routinely performed to augment the function analysis in a VE effort. The study organization is based on three specific efforts: preparation, workshop, and post-workshop. The organized approach allows us to maintain a quick turnaround for the project study and submittal of a VE

report. The approach also allows for owner, user, designer and program manager participation during the study. Our VE approach takes advantage of past experiences and urges stakeholders' full involvement in the project analysis.

Public Involvement: We have extensive experience in all types of public involvement processes. We develop and conduct public involvement programs as necessary. Different projects necessitate a variety of formats for public involvement, some of which are required by federal rules. Our approach to public involvement is tailored to address the specific project needs.



The following is a list of potential public involvement formats that may be implemented for a project:

- Public information meetings to provide project information
- Public input meetings to receive comments regarding problems, alternate solutions, and recommended plans
- Public hearings to present plans and receive/document input
- Meetings with citizen groups and business interests to discuss specific problems and potential solutions
- Meetings and presentations to elected officials about proposed plans
- Focus group or stakeholder meetings at which we facilitate project discussions

Public involvement plans are reviewed by you and our key staff is present at all public meetings.

Transportation Planning: Our approach to planning projects recognizes the importance of involving citizens, civic groups, and business interests in the planning process. All planning projects have both public policy and technical elements. Our in-house planning staff is very familiar with state and federal requirements regarding metropolitan transportation planning, multimodal planning, and public involvement.

2. Land Surveying

Database Preparation/Land Survey: Our crews perform supplemental ground surveys to locate topographic features that cannot be obtained through aerial photography, including drainage systems and visible utilities.



Enhancements and additional information can be integrated easily into the database because the photographic ground control points are set by our survey crews. DeKalb County and GDOT control points are located and used where possible. All digital data we provide is tied to the state coordinate system.

As part of the database preparation process, other survey-related services include staking the preliminary base line and resolving property and ROW lines.

GIS Mapping: Our 10-person GIS staff routinely performs GIS mapping, database development, and management services for numerous county and municipal clients.

As-Built Surveys: We perform as-built surveys of constructed projects and prepare as-built plans for delivery to you if required.

3. Traffic Engineering

Our approach to typical traffic engineering projects is described as follows:



- We use traffic engineering software such as TRAF-NETSIM (CORSIM), TRAFFIC SYNCHRO, VISSIM and HCS to analyze traffic flow and develop signal timing plans
- We properly and adequately fine-tune implemented traffic signal timing plans. We believe that timing adjustments based on field observations are the most critical part of signal timing
- We are directly involved in programming traffic signal controllers and have significant expertise
- Proven signal control methods are emphasized, such as proper timing, good vehicle detection and adequate traffic data in developing recommendations and plans
- Key staff experienced in the public sector effectively addresses traffic engineering issues. Jody Peace has spent years in the public sector as a local traffic engineer and dealt with a multitude of traffic-related issues
- Consideration of the needs of bicyclists and pedestrians is included in our traffic analyses

Our traffic engineering expertise is diverse and includes recent experience with intelligent transportation system (ITS) technologies, traffic-calming measures, and traffic control systems. We effectively analyze complex traffic flow conditions in a grid network. A combination of traffic simulation, signal phasing, and timing strategies are used to develop and implement solutions to traffic flow problems.

4. Environmental and Geotechnical

Environmental Documentation/Permitting: Environmental documents are prepared in accordance with applicable laws and regulations included in the figure on the next page.

We work closely with you and GDOT to determine the appropriate environmental document for each situation. This determination is based on the proposed project type and the likelihood for potential significance of environmental impacts.

CEQ regulations established three environmental documentation levels: environmental impact statements

(EISs), environmental assessments (EAs), and categorical exclusions (CEs).

EISs are very intensive studies conducted when significant environmental impacts will result from implementation of a proposed project. We do not anticipate a need for this level of environmental documentation for projects under this contract. However, we have extensive experience in complex EIS document preparation and approval if these services are required. EAs and CEs are the most common environmental documents prepared for roadway projects for which few or no environmental impacts are expected.

If a project requires an evaluation of multiple alternatives, we conduct a land suitability analysis to identify all known environmentally sensitive sites within the project area. In this way, we can develop alternatives for further study that avoid important natural or cultural resources in the area.

Studies conducted during preparation of environmental documents include wetland determinations, surveys for federally protected species, archaeological investigations, survey for historic resources, air quality assessments and analyses of noise impacts.

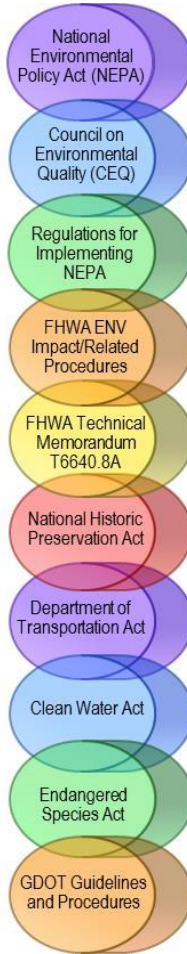
Technical reports detail investigation findings and are summarized in the environmental document in accordance with applicable state and federal guidelines.

Other issues to be addressed in all environmental documents include impacts to neighborhoods and communities, economic impacts, environmental justice, farmland impacts and consistency with local land use planning activities.

Some projects may require permits from USACE or the U.S. Coast Guard for impacts to wetlands or navigable waters. We prepare all necessary permit applications, represent you in any review meetings with the permitting agencies, and prepare any wetland mitigation plans required as a condition to the permits.

Geotechnical: Geotechnical services will be provided by our subconsultants Corporate Environmental Risk Management, LLC (CERM) and ACCURA Engineering & Consulting Services (ACCURA).

Fieldwork: Our geotechnical subs review available documents to determine the best locations for borings to maximize subsurface data for design improvement components. Typically, borings are drilled at 500-foot intervals along proposed roadway and sewer alignments. Additional borings will likely be needed in areas where rock is encountered to better estimate the quantity of rock. Along the retaining wall and/or other earth-retaining structures (slopes, potential cut areas, etc.), closer-spaced borings are needed.



Typically, a minimum of two borings for every 200 linear feet of retaining wall for each retaining wall seems reasonable

depending on the wall height. For the concept phase, limited borings in conjunction with research on available data from published geologic sources are performed. Boring locations and boring depths for structures are determined on a project-specific basis.



If rock is encountered prior to the planned boring termination depth, it may be necessary to core the rock. This information can be useful in shallow and deep foundation type selection, as well as shoring and excavation bracing design. Also, in accordance with GDOT specifications, additional borings at a 50-foot spacing would be required if rock is encountered. The existing pavement may require replacement and/or use of overlay at a few sections on some projects. It would be prudent to include coring in a few areas of the existing asphalt. This helps the designer determine the thickness of the overlay based on the structural number required for pavement design.

We have also assumed appropriate permission will be obtained from all property owners involved prior to commencement of the geotechnical fieldwork. It is necessary to use flagmen to control traffic during our fieldwork in selected sections of the roadway.

The borings are located using global positioning systems (GPS), and GPS coordinates are provided to the project team. This allows accurate boring locations and elevations, thus helping to minimize assumptions in the design. A log of each boring is prepared showing visual soil classifications, N values, depth to groundwater (if encountered), and depth to rock (if encountered). The split-spoon soil samples obtained using the Standard Penetration Test is returned to the laboratory for detailed classification.

Laboratory Work: Based on field data, laboratory testing is assigned. This likely consists of soil corrosivity series consisting of pH, sulfates, chlorides and soil resistivity. It may also consist of soil classification tests such as grain size, hydrometer, atterberg limits and moisture content, as well as design tests such as unconfined strength, consolidation, California Bearing Ratio and tri-axial shear.

Report: Our geotechnical subs issue a geotechnical report for individual projects. We can also review the 100% drawings and specifications as it relates to our work.

Our Geotechnical partners provide on-site field supervision to help ensure quality data collection, so necessary scope changes can be made in the field, thereby saving mobilization costs.

5. Bridge/Structural

We provide solutions for transportation structures that are creative, practical, and cost-effective. GDOT inspection reports are reviewed for County bridges and we work with you to address deficiencies. Many projects may require only remedial work to guardrails or piling to address the problem areas.



We have designed new bridges and widened existing bridges for numerous counties and GDOT. Our bridge design group prepares plans for any type of bridge over roads, railroads, pedestrian, and across rivers and streams. We also have capabilities in other structural engineering areas, including retaining walls, roadway appurtenance and pipeline structures, bridge rating, bridge inspection, construction services, permitting, structural and stability analyses, scour analyses, dams, tunnels, buildings, sign structures, stormwater and sewer structures, and heavy industrial structures.

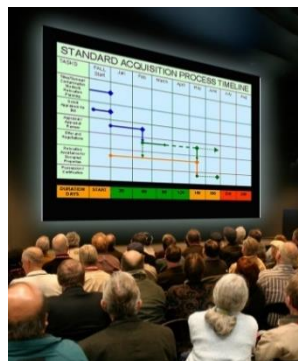
We recently performed similar services for DeKalb County on several structures, including final design of Linecrest Road, Perimeter Center Parkway Bridge over I-285, Rockbridge Road Bridge over Snapfinger Creek and Briarwood Road Bridge over North Fork Creek. The work consisted of inspections, evaluations and repair plans, as well as construction observation.

6. Land Acquisition Services

Land acquisition services will be provided by subconsultants Smith Real Estate (SRES) and Terrell, Hundley and Carroll (THC). It is legally mandatory that the acquisition process for projects utilizing Federal or State funds in whole or in part be performed in full compliance with Title 49 Code of Federal Regulations, Part 24, Title 23 Code of Federal Regulations, Part 710, the Federal Uniform Act, all State Laws addressed in Georgia Code 22 and 32. Our land acquisition subs have significant experience with these pertinent Federal and State Laws and Regulations.

Standard Acquisition: The Standard Acquisition Method is broken into two phases: Pre-acquisition and Acquisition. The diagram on the right shows project activities of the standard acquisition.

Pre-Acquisition Phase: This phase consists of public involvement, field assessments, obtaining the Phase 1 environmental report, planning, identification and valuation. It is necessary to identify and assess



potential acquisition issues and resolve them proactively. Mandated procedures, such as the Phase 1 Environmental Report, Title Reports, Relocation Studies, Appraisal Reports and Appraisal Reviews are also performed. Key areas critical in the process include:

- Public information process and answering their concerns regarding ROW issues
- Identification of structures with the ROW and potential relocation needs
- Managing of environmental risks associated with the acquisition of property
- Review of title reports/title certifications of designated properties and potential issues that may arise due to liens or encumbrances affecting the quality of title
- Meetings with appraisers, specialty contractors and the review appraiser to discuss project assignments
- Meeting Federal guidelines for proper appraisal practices

Cost Estimates: Cost estimates are restricted valuations based on comparable sales, property identification and survey information. Cost estimates can only be used under certain circumstances. For valuations estimated at \$10,000 or less appraisals are deemed unnecessary. This estimation is performed as part of the project cost estimate which is prepared by the appraiser at a significantly lower cost than several individual full appraisals. Furthermore, an agency can exceed the \$10,000 threshold if the agency gives the property owner the option of having the property appraised. Cost estimates cannot be used for condemnation proceedings, and if negotiations fail, a full appraisal must be ordered and

Our Land Acquisition partners have saved clients thousands of project dollars implementing cost estimates which can be used as an alternative to full appraisals.

reviewed before condemnation proceedings can begin.

Acquisition Phase: This phase consists of acquisition, relocation, closing, condemnation and final field plan review. The Acquisition Phase offers the most flexibility in adjusting cost and project schedules to suit your needs. Our ROW subs are knowledgeable about making these adjustments while adhering to the necessary regulations and providing you with tailored services. Key areas in this phase of a typical fast-track standard acquisition project include:

- Make effort to negotiate the improved parcels first.
- Contact owners in person, if possible, at a time a place convenient to the owner.
- Provide and explain to owner's appropriate plats or ROW plan sheets, cross sections, profiles and any other construction information as requested by the owners.
- Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.

Upon receipt of approved and reviewed appraisals, our ROW subs prepare negotiation packages which include brochure, receipt for brochure, offer letter, purchase agreement and plats, and statement of estimated values. Once negotiation packages are prepared, our ROW subs make all offers to

purchase, and if applicable, all offers for relocation benefits along with any other payment required to owners, tenants or other parties having an approved tabulated monetary interest. All offers and relocation benefits are explained in detail, and negotiation and relocation activities are conducted in accordance with federal guidelines.

Record Keeping: Parcel files are prepared and maintained, including appraisal reports and copies of all negotiation and relocation documents, all related correspondence and reports in connection with and incidental to the parcel. Files are available at any time for inspection by the County. Negotiation and relocation documentation are maintained in separate file folders. All such information is the property of the County and immediately delivered to you upon request. Any information and/or knowledge gained from the appraisals, the acquisition and relocation on this project are kept confidential and not publicly disclosed without prior written authorization by the end client.

Counter Offers: Written justification is provided for all approved settlements to the designated County official. If a settlement is reached at the offer amount, a Purchase Agreement/Option is submitted to the County for approval. A written Settlement Recommendation is provided if requested and includes project details, valuation process, extent of negotiations and a recommendation for the terms of purchase. Once an approved Purchase Agreement is obtained, a check request submitted, with approved Purchase Agreement attached. All checks for closing are made payable to the attorney's escrow account.

Relocation: If displacements are caused as a result of an acquisition, assistance is provided to displacees in matters involving relocation. If a displacee selects a replacement dwelling, our ROW subs inspect the replacement housing to assure decent, safe and sanitary compliance. Once the acquired property is vacated, a sketch of the replacement house is submitted showing dimensions, photographs of all structures, copies of sales contracts (or leases), and good faith estimates. Proper documentation is important for correct implementation of procedures. To verify replacement housing is acquired properly, our ROW subs attend closings of replacement housing and furnish the relocation check to the closing attorney as necessary. To meet Federal notification requirements, all required Notices to Vacate are mailed to displacees once title has been acquired.

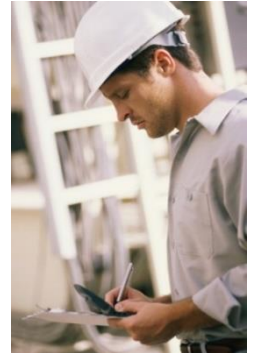
Demolition and Removal of Acquired Improvements: The site is inspected for compliance of contract by the specialty contractor. If compliance is met, an Improvement Clearance Report is prepared and submitted for bond reimbursement. If compliance is not met, the County is immediately notified of said non-compliance.

Condemnation: To correctly acquire property through condemnation, our ROW subs confirm with the Engineer that ROW plan sheets are the most recent plans, inclusive of all changes and/or revisions, and those areas of acquisition are consistent with areas stated on the review Appraiser's report.

Final Field Plan Review: To assure all required ROW is acquired, a confirmation is performed after acquisition is completed. Our ROW subs attend the Final Field Plan Review to discuss the status of ROW acquisition and delivery. Any pending ROW revisions still required from design are identified.

7. Construction Management/Inspection Services

Transforming a project from plans and specifications into an effective, workable facility involves considerable planning, coordination and attention to detail. We offer comprehensive construction phase services for client, contractor and engineering activities, and provide on-site construction monitoring services. Our construction services begin with the bidding process and continue until completion forms are prepared and record drawings are submitted. Led by a knowledgeable group of in-house and on-site professionals, we have built a reputation for thoroughness and completeness from start to finish.



At the construction site, our construction managers track costs by carefully measuring, calculating and recording quantities for payment. This accounting process provides information on payments for materials and equipment that is useful to the client and the contractor. Disruptions and inconveniences to others at the job site, no matter how routine, are handled in a professional manner and coordinated for client approval.

We believe integrity and knowledge on the job site build the foundation for quality work. Our experienced staff of construction professionals has assisted hundreds of clients in building infrastructure and facilities that conform to the design and meet budgetary requirements and construction goals. We have earned the trust of our clients by serving as stewards of their investments in capital projects. When we work for you, we understand we have an obligation to see that taxpayers' dollars are spent effectively to create value and to produce measurable results. We appreciate the trust and responsibility given to us by our clients.

Our construction services include:

- Construction staking by experienced surveying crews
- Bid review and award recommendations
- Review of shop drawings for equipment and materials
- On-site services to monitor compliance with plans and specifications
- Photographs and daily reports of work in progress.
- Detailed schedule review of work in progress
- Documentation of materials installed for pay estimates.
- Monitoring of quality control testing
- Review and approval of change orders, issuance of field memos and work change directives
- Timely review and processing of pay estimates
- Construction Engineering Inspection (CEI)
- Preparation of record drawings and punch lists

Project Management



Project Organization and Management

Arcadis has delivered projects on more than 20 on-call contracts over the last 5 years and understands each project has its own unique challenges. Our team brings a depth of managerial ability, technical proficiency and production capacity to meet any challenges or schedule requirements you may have under this contract.

Our team was created to effectively deliver DeKalb County's unique range of projects, by focusing on:

- Leveraging 100+ Professionals
- Innovation and Technology
- Ownership of Scope, Schedule and Budget
- Collaborative Partnering with DeKalb County
- Well-Defined Mentor/Protégé Program

Project Management Structure: Arcadis offers a project management structure based on the project's requirement for skills and depth of resources. Project Manager Matt McDow, PE will be your primary point of contact and will direct all work performed under the contract.

To support Matt in managing overall delivery, we organized our team with senior staff managing specific disciplines and projects provided under the contract including:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Transportation and Infrastructure Design • Land Surveying • Traffic Engineering Design • Environmental Studies • Geotechnical • Structural Design Elements • Land Acquisition Services • Construction Management/Inspection Services | <p>Ty Denning, PE
Mike Peppers, PLS
Jody Peace, PE
Bonnie Bynum, CPM
Zack Handac, PE
Kristen Kasmire, PE
Dwonna Smith
Mario Lataso</p> |
|---|--|

Discipline leads are supported by a group of technical managers and teams of project planners and engineers. This depth of resources allows us to effectively assign work and ensure availability of qualified staff. All of these professionals have worked on numerous DeKalb County projects and are familiar with GDOT; and federal, state and local transportation policies, procedures and guidelines.

Utilization of Subconsultants

We have a long and successful working history with the partners selected to serve as part of our team. We take pride in the cohesive relationships we develop and maintain with our subs by adhering to strict protocols, so every project team member has a clear understanding of what is expected. Our team is supplemented with the sub resources providing services in the areas of cultural and natural resources, geotechnical investigations, transportation consulting, bridge inspection, survey, right-of-way (ROW) acquisition, and construction management inspection services.

Subconsultant Management Plan: All projects are managed by Arcadis senior professionals who are responsible for all deliverables, schedules, and quality objectives. Our project management approach reflects the project’s requirements for prompt, quality services. Our plan focuses on utilizing the best team members to execute specific tasks and includes:

- Assign work to team members based on capability and availability
- Oversight of project scope, schedule, and budget
- Internal team kickoff meetings with each sub before work begins and regular status meetings and calls
- Independently reviewing subconsultant deliverables for quality
- Monitor DBE participation and mentoring opportunities

Local Small Business Enterprise (LSBE) Participation: We feel strongly about our active involvement in the DeKalb County LSBE program. We are consistent sponsors and participant in the DeKalb Small Business Development Conference. This conference is an excellent opportunity for us to establish relationships with local small businesses. Many of these relationships have further developed into the LSBE teaming partners (Accura, CERM, Edwards-Pitman, Pont Engineering, and Smith Real Estate Services) who are included on our team.

We have worked with all these LSBE firms for years and know them to be exceptionally qualified to deliver their specialty services. We have an excellent working relationship with them, see them as an extension of our staff, and are committed to providing mentoring and support needed to guarantee their success. We have a plan that exceeds LSBE goals. This structure allows us to both provide our LSBE partners with small stand-alone projects they complete under our review, as well as assisting us with larger, more complex scopes of work. We included all the required LSBE forms and as we have done in the past, commit to providing timely and accurate reporting of our LSBE utilization on the required monthly report.

Arcadis Mentor-Protégé Execution Plan: Arcadis has an active Mentor-Protégé Plan on several contracts and plans to implement a similar plan on this contract. These plans were developed in partnership with our subconsultant partners to align with our subconsultant’s growth aspirations. For instance, Arcadis has teamed 10 under-utilized and/or DBE firms for mentoring our partners to help grow the resource pool in NEPA, Cultural Resources, Air, Noise and Ecology. Arcadis has partnered with Edwards-Pitman to identify mentor-protégé subconsultant opportunities. Keys to our successful execution include:

- Embed team members from under-utilized firms with Arcadis and major teaming partners allowing learning in a team setting
- Use a buddy system – pair the right mentor with the right protégé
- Use performance metrics and quarterly reporting formats to ensure learning goals and objectives are being met
- Coach our mentor/protégé staff on the importance of quality, and monitoring project budget and schedule for delivery
- Facilitate one-on-one and group training for further advancement to close the knowledge gap and allowing firms to get prequalified in new environmental categories

Subconsultant Team Partners: The following lists our partnerships, services they provide, and their project roles.



Accura Engineering and Consulting Services, Inc. (Accura) headquartered in DeKalb County, is a privately owned and certified as a **DeKalb County Local Small Business Enterprise**. Accura has developed a reputation as a quality driven company and is known throughout the Atlanta area with more than 80% of their projects performed for governmental entities. They are familiar with supporting city, county, state and federal operations on high-profile projects. Accura’s knowledge of the working environment stems from their combined experience of performing these services and working directly with these types of projects in DeKalb County. **As a DeKalb County contractor**, they are familiar with supporting DeKalb County on small and large projects. Currently, Accura is performing work as a prime contractor for DeKalb County under their Surveying and Easement Mapping contract. Previously, Accura held a contract of Geotechnical Engineering and Testing Services for soils and materials. Over the years, Accura has provided professional services for a wide range of projects and clients, including the City of Atlanta, Atlanta BeltLine, Inc., Clayton County, Gwinnett County, GDOT and numerous other local and federal government entities. Established and incorporated in 2003, their services include

surveying services, subsurface utility engineering (SUE), geotechnical engineering, and construction engineering & inspection (CEI).



Corporate Environmental Risk Management, LLC (CERM) is a full-service civil engineering, environmental services, and program management firm that has been providing superior, client-centered solutions for nearly 25 years. CERM is headquartered in DeKalb County and has regional offices in Alabama and Florida to meet the needs of its public and private clients throughout the southeast. With more than 100 dedicated technical service and project management professionals, the nationally awarded DeKalb Local Small Business Enterprise and GDOT certified Disadvantaged Business Enterprise serves the transportation, water, energy, federal, and facilities markets. CERM has proven experience in providing our municipal clients with superior service through an interdisciplinary approach. The firm possesses the cross-disciplinary knowledge in roadway design, land surveying, environmental and geotechnical engineering, and construction engineering inspection (CEI).



Edwards-Pitman Environmental, Inc. (EPEI) is an industry-leading consulting firm dedicated to providing environmental and engineering support services for transportation projects. Incorporated in 1994, EPEI is a GDOT certified Woman-Owned, Disadvantaged, Small Business Enterprise, as well as with numerous other municipal, county and state governments. EPEI environmental services include all types of National Environmental Policy Act (NEPA) documents, ecological and protected species surveys, Section 404 wetland permitting and mitigation planning, and Section 106 historic preservation and archaeological documentation. EPEI offer experienced, well-trained, professional staff capable of producing exceptional environmental surveys and reports in a timely, cost-efficient manner. EPEI staff is sized and experienced to manage multiple projects concurrently without any compromise in quality. EPEI is headquartered in Atlanta, Georgia, with offices in Tallahassee, Florida; Duluth, Georgia; and Columbia, South Carolina.



Pont Engineering, Inc. (Pont) is a certified Disadvantaged Business Enterprise and Local Small Business Enterprise company established in 2010 and provides design, engineering and management services specializing in bridge design, inspection and repair. Pont's engineers include certified bridge inspectors and professional engineers with experience in multiple design codes.



Smith Real Estate Services (SRES) founded in 1984 in the state of Georgia, is a leading real estate technical services firm focused on providing superior ROW acquisition and project management services for real estate projects throughout the Southeast. SRES is a 100% Female-Owned firm and is certified by the Georgia Minority Supplier Development Council (GMSDC) as a Minority Business Enterprise. SRES provides a broad spectrum of right-of-way acquisition services for infrastructure programs for projects involving roads, bridges, sewer lines, transit lines, trails and greenways, utility transmission lines as well as plant and airport expansions. SRES has expertise in the acquisition of simple uncomplicated strip takes to more complicated full and partial takes impacting commercial and residential properties and involving relocations. Over the past 35 years, the firm has acquired thousands of real estate interests on behalf of its extensive list of public and private clients around the country. SRES has a track record of successfully executing real property acquisition programs for utilities, highways, airports, and other public works and capital improvement infrastructure programs. SRES has successfully completed numerous right-of-way projects ranging from strip take easement acquisitions for utility projects to complex partial takes for major infrastructure programs. Core competencies include public information and outreach, ROW cost estimation, title research and analysis, negotiations, appraisal services, ROW project management, condemnation coordination, closing coordination, and ROW project closeout.

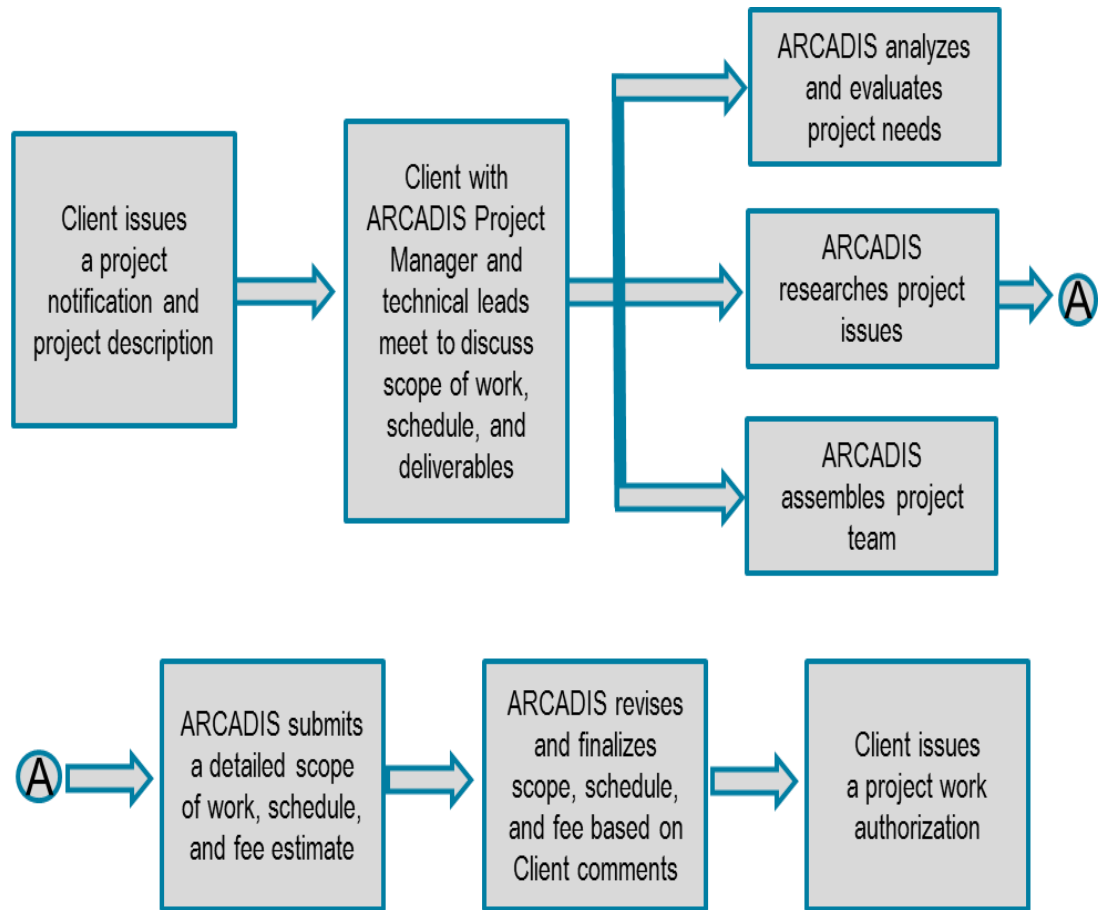
Resources Necessary to Deliver this Contract

All work is managed from our Atlanta office. We have adequate staff and personnel to meet all anticipated workload requirements. With 100+ transportation professionals in Atlanta, our planning, design, environmental and specialty discipline staff can expand or contract to meet schedule and technical assignments.

The following section describes our management approach to project start-up as well as time and cost procedures.

Project Start-Up: Our understanding of the project start-up procedure allows for an expedited process as outlined on the figure below.

PM Matt McDow manages the start-up process for Arcadis and is responsible for developing scope of work, schedules, deliverables, and cost estimates. He represents us at the project scoping meetings, along with other key personnel, based on the type of project. Immediately after the scoping meeting, a project team is assembled to develop a project scope, schedule, and cost estimate. After review by DeKalb County, we finalize the scope, schedule, and fee. Work begins on the project as soon as the work authorization is issued.



Project Start-Up Procedure Figure

As detailed in our Technical Approach and Project Experience sections, our project management team is intimately familiar and experienced with applicable Federal, State and local regulations, required criteria, standards and procedures with respect to planning, environmental, design, acquisition, construction supervision, and approval of transportation projects.

Time/Cost Procedures: The project schedule and labor costs are controlled during the design and construction through our internal project management procedures. These procedures have been successfully tested on many projects.

Every project requires a work plan carefully prepared by our project manager before the project starts. Focusing our most experienced engineers' and managers' attention on planning at the start of a project pays dividends later in increased productivity, professional services cost control, adherence to schedules, and client satisfaction.

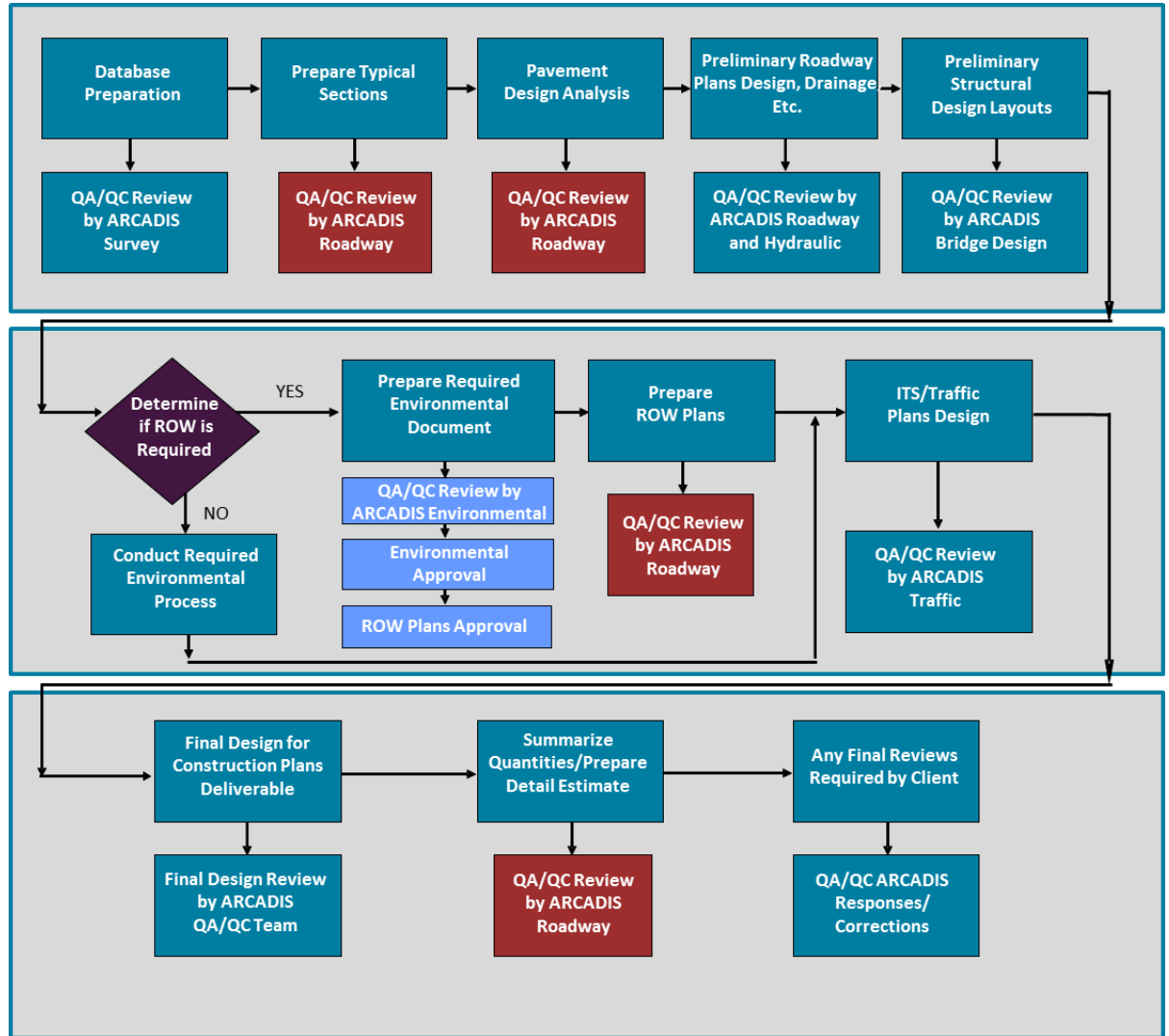
The essence of project planning is breaking the project into easily identifiable work packages that are assigned to specific individuals or task managers. The project team then prepares schedules as required to meet your needs. Work packages, complete with work-hour budgets, are assigned to the project team, which schedules work accordingly to complete the project on time.

Control of the project is facilitated by our computerized project management system. Online project-to-date reports are available to the project manager and task package managers. Planned productivity is compared to actual productivity so the project can be kept on budget and schedule.

Quality Control/Quality Assurance (QC/QA)

Quality Assurance Plan (QAP) is tailored to fit the scope of each individual project and conforms to GDOT's Manual of Quality Standards for Consultant Services and GDOT contract requirements. Specifically, the QAP includes both QC/QA. The foundation of our QAP will be a **project-specific QC plan**.

A **QC/QA Program** is proposed to develop all project deliverables in accordance with contract requirements and to meet GDOT requirements, as needed, when state or federal funding is used on a project. Our QC/QA program minimizes review effort by our clients by focusing review on only the critical elements, such as typical sections, pavement design, maintenance of traffic and final quantities.



Joe Leoni, PE is our QC/QA team leader and brings hands-on knowledge to the QC/QA process with 33 years of work experience at GDOT. His knowledge of the GDOT PDP and his long-term relationships with various counties and GDOT personnel will facilitate the plan reviews and completion required to meet the demanding schedule. As QC/QA team leader, Joe coordinates with senior-level professionals in all the disciplines required to review the production of the project deliverables.

Familiarity with Applicable Federal, State and Local Regulations

PM Matt and his senior staff have several years of experience delivering state and local projects most of which involve state and/or federal permitting. Arcadis identifies potential permitting requirements during the scoping and concept phase. During early preliminary design, once the corridor is established, those permitting requirements are validated from field survey of cultural and ecological resources. The permitting process begins once impacts are known. Typical permitting encountered on transportation projects:

Environmental

- NPDES General Construction Permits: NPDES Permit GAR 1000002 is required for all projects exceeding 1 acre of disturbance
- USACE Clean Water Act Section 404 Permitting:
 - Regional Permit 34 is required for projects with perennial/intermittent stream impact less than 2,000 feet and/or wetland disturbance less than 8 acres total; 1,500 feet and 2 acres of wetland per crossing
 - Regional Permit 35 is required for projects with perennial/intermittent stream impact less than 5,000 feet and/or wetland disturbance less than 12 acres; 2,000 feet and 4 acres of wetland per crossing
 - Individual Permit is required for projects with stream impact over Regional permit 35 threshold

- Georgia EPD Buffer Variance: Required for projects with longitudinal stream buffer impacts or crossings over 200 feet of stream
- GEPA Document: Required for projects receiving state funding over \$50 million
- NEPA Document: Required for projects receiving federal funding

Stormwater

- Municipal Separate Storm Sewer System (MS4): required for projects in DeKalb County and municipalities to comply with the county's Storm Water Management Plan
- Section 303(d) list compliance is required for water quality, and Erosion and Sedimentation Control Ordinance compliance is required for construction site discharges

Georgia Department of Transportation

- ROW Encroachment Permit: required for projects encroaching on a state route ROW
- Traffic Signal Permit: required for any new signal or signal modification
- Plan Development Process: required for any project receiving funding from GDOT

Local Permits

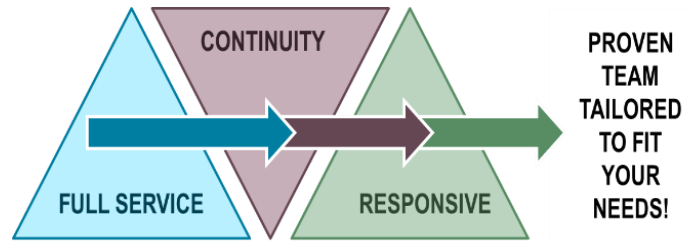
- DeKalb County/Municipality Land Development Permit: required for land disturbing activities within the county
- Local permits may be required if in a municipality or community improvement district

Required Criteria, Standards and Procedures in Planning, Environmental, Design, Acquisition, Construction, Construction Supervision, and Approval of Road Projects

The design criteria for each project will be researched and consensus reached with DeKalb County during the scoping and concept phases. The project will be vetted against the county's master plan to ensure all planning requirements can be met. Detailed design will conform to GDOT Design Policy, DeKalb County Standard Specifications, AASHTO, and FHWA as applicable. Plan development procedures will follow DeKalb County processes unless governed by the GDOT PDP for GDOT funded projects.

Experience of Consultant

Success is about building relationships.
 We take pride in Connecting Lives and Livelihoods by balancing technical and community needs. Whether your needs are solid engineering, consultancy and design, or cutting-edge technology – we have the trusted business, technical and community know-how to provide the right solution.



We tailor our approach to deliver simple, cost-effective projects. Understanding how projects can change direction mid-stream and being able to adapt to those changes in a positive manner, only comes with experience. At Arcadis we have the know-how to address the unexpected occurrences as well as the pre-planned milestones. This ability only comes from an experienced staff that works well together and has the history of a diverse portfolio of project types.

Our Atlanta office has provided engineering and design services to private- and public-sector clients within the metropolitan Atlanta area and the state of Georgia since 1957. For more than 56 years, we have developed outstanding relationships with the many state, regional, county and city regulatory agencies. The following list of projects will demonstrate our diversity in working on various project types. No project is too small or too large and complex for Arcadis to successfully deliver quality solutions.

DeKalb County Project Experience

We enjoy an established relationship with you and will continue to provide quality consulting services. We have a significant portfolio of recent projects for DeKalb County and other local clients that clearly demonstrate our ability to provide you with the technical services requested. We provide services for this contract in-house and have selected local specialty service subconsultants to offer the best local talent in one complete package.

Briarlake at Briarcliff Right Turn Lane

We are working with DeKalb County to design a right turn lane on Briarlake Road at its intersection with Briarcliff Road. We developed two concept alternatives and the County is currently reviewing both to determine which is preferred to advance to preliminary design. While this is a fairly straight-forward design project, we prepared a detailed concept including construction limits and detailed cost estimate in the concept phase to ensure that project impacts and costs are clearly understood. We tailored the concept to design to the project budget and to minimize impacts to the affect property owner. This project is an example of our scalable design approach that allows us to maintain scoped schedule and budget on projects big and small.



DeKalb County Trails – Phase I

We prepared concept, preliminary ROW and final plans for 1.4-mile bicycle lane and sidewalk improvement along Stone Mountain/Lithonia Road. The project was required to follow GDOT's PDP and a significant portion of the project is located within a historic district. Coordination with CSX Railroad, the City of Stone Mountain and the numerous utility owners along the corridor was required. The design project was completed on schedule and budget. Construction of the project was completed in 2019.



Panola Road Widening

We prepared concept and environmental document for widening of Panola Road from Snapfinger Road to Covington Highway. The 6-mile project proposed to widen Panola Road to provide an additional through lane in each direction and a raised median for majority of the project limits. The DeKalb County sponsored portion is approximately 5.5 miles long and GDOT is sponsoring the interchange at I-20, all of which is being designed by Arcadis. The first segment is currently in the right-of-way acquisition phase and we expect to advance to final design in 2020



Lithonia Industrial Boulevard – Phase III

This 1-mile new location roadway extends Lithonia Industrial Boulevard from its intersection with the I-20 EB ramp to tie into Evans Mill Road at its intersection with Rock Springs Road in DeKalb County. The project includes three signalized intersections and required coordination with FEMA and local agencies due to flood plain impacts. The project included federal funding and was required to proceed through the GDOT PDP. We were responsible for all project aspects, including survey, NEPA, roadway, traffic, structural, storm drainage design and USACE permitting. Construction is complete and the roadway is open to traffic



Tucker Main Street Streetscape

We prepared concept, preliminary, ROW and final plans for a streetscape improvement along Main Street in Tucker. The project consisted of a “road diet” removing two excess vehicular lanes to allow space for pedestrian enhancements. Improvements included enhanced sidewalks with brick paver accents, landscape planters, street lighting, decorative traffic signals, granite curbing and street furniture. The project was required to follow the GDOT PDP and required significant utility coordination to relocate the aerial facilities underground. Construction was successfully completed in 2011 and greatly improved the downtown Tucker area.



Perimeter Center Parkway Extension

This project involved surveying, concept development, preparation of an EA, preliminary and final engineering including signal design plans, preparation of ROW plans, and bridge and wall design for approximately 1 mile of four-lane urban roadway with a 20-foot-wide raised median. The road provides a connection over I-285 between Lake Hearn Drive and Hammond Drive. This area is highly urbanized, and the new road provides a connection to Perimeter Mall, MARTA and other surrounding businesses. A portion of the roadway consists of a 1,300-foot-long bridge over I-285 and a tributary of Nancy Creek. The bridge design accounts for future high-occupancy vehicle ramps and allows for future widening of I-285. This project is open to traffic, and the construction cost estimate for this project was \$25 million.



Ted Rhinehart, Public Works Director, DeKalb County: "Good job, Arcadis staff; thanks very much for helping us keep this on track for the Jan. bid opening; I always appreciate when our consultant firms are helping us stay on schedule, rather than letting circumstances push schedules back!"

River Road Corridor and Intersection Improvements

This 8-mile segment of two-lane roadway adjacent to the South River floodplain is circuitous and has experienced a significant increase in traffic volume over the last few years. We prepared concept plans and performed environmental screening and traffic studies for an ultimate improvement condition. We also developed concepts for five interim intersection improvements along the corridor. These were taken to the public with a favorable reaction. Survey, preliminary plans, ROW plans and final plans were provided. All intersections have been constructed and are open to traffic.



Memorial Drive Streetscape Improvements

Arcadis developed streetscape improvement plans for Memorial Drive from Mountain Road to Candler Road. This 4-mile project GDOT-funded was developed to improve pedestrian safety, and to enhance sidewalk systems and the overall landscape. The completed project contains more than 6 miles of sidewalk improvements, landscaping, decorative lighting, intersection improvements and numerous retaining wall systems. We provided project management, concept design, environmental clearance and permits, surveying, preliminary design of sidewalks, drainage design, traffic analyses and landscape architecture services for this project. This project was prepared and executed for DeKalb County in accordance with the GDOT PDP.



Ted Rhinehart, Public Works Director, DeKalb County: "...please thank your staff for expediting our getting the landscaping back into the Memorial Drive Phase 2 streetscape project, that is bidding at GDOT in June, in a hurry last month."

Other Client On-Call Project Experience

Woodstock Transportation Program Services

Arcadis is the primary on-call transportation consultant for the City of Woodstock. Working together with City staff, we have prioritized the City's transportation needs and identified quick response projects such as the Rope Mill Road right turn lane to Main Street. This project was largely implemented by City forces, providing taxpayers more than 1000:1 benefit-cost ratio. We also developed practical project implementation plans and identified more than \$700,000 in state funding to supplement local funding.

Rob Hogan, Public Works Director: "...we appreciate your diligence and prompt response to our requests for assistance as we work together to deliver these projects from concept to construction."

Downtown Woodstock Traffic Study: We collaborated with the City to develop several context sensitive transportation solutions to reduce peak hour travel times in and around the downtown area. We developed a Traffic Simulation Model of the downtown area and used it to test different scenarios and measure their impact to downtown traffic delay. The primary focus of the study was to reduce the delay at the most congested intersection in the downtown area, addition to the reduction in delay, it is anticipated that the project will reduce crash rates at this highly skewed intersection.

Rope Mill at Main Street Roundabout: We developed the concept for this proposed roundabout that will further reduce peak hour delay at this intersection by more than 60% over previous delay reduction resulting from the short-term improvement recommended by the Arcadis team. Complicating the design of the roundabout, the existing railroad will traverse the center of the roundabout at two at-grade crossings. Considering this is low volume short rail track, this will not significantly impact operations of the intersection. In addition to the reduction in delay, it is anticipated that the project will reduce crash rates at this highly skewed intersection.



City of Atlanta On-Call Contract Project Experience

Atlanta High Priority Bicycle Facilities: Arcadis completed the design of five projects to add bicycle facilities to existing roadways in Atlanta. Locations include C. Allen Drive / Parkway; Jackson Street / DeKalb Avenue at Rocky Ford Road; Hilliard Street / Grant Street / JP Brawley drive; and Mangum Street / Walker Street. The project is designed using the NACTO standards and include two-way cycle tracks, bike lanes, enhanced sharrows, neighborhood traffic circles, bicycle boulevard treatments, and off-road multi-use trail. The design was expedited to meet the City's tight schedule.



Martin Luther King (MLK) Jr. Drive Multi-Modal Improvements: Arcadis designed multi-modal and streetscape improvements along MLK Drive from Fulton Industrial Boulevard to Northside Drive to accommodate vehicles, pedestrians, cyclists, and transit users in the same right-of-way. Public engagement was a major factor in gaining project support and has earned us insight into what the community truly needs. Improvements include intersection reconfigurations, road diets and restriping, mid-block crossings, raised medians, signal timing, stormwater upgrades, and utility coordination. Proposed aesthetic elements include landscaping, lighting, decorative paving, linear parks, gateway and wayfinding signage, public art locations, and green infrastructure improvements. Due to staggered funding sources, the corridor was implemented in phases based on available funds, surrounding projects, and crucial immediate improvements. The final phases are currently under construction and are expected to be complete on fall 2020.



Barrington Brown, Capital Projects Director: "The City's relationship with Arcadis spans decades and has always been one of collaboration and partnership. The MLK Jr. Drive Multimodal Improvements project was no exception. Arcadis exceeded our expectations at every turn, from design initiatives to stakeholder coordination to delivering the final project. The overall project design is a true testament to how a traffic corridor can provide safety and innovative to different modes of travel for all users."

Marietta On Demand Transportation Design Services

We successfully completed the design of a wide variety of projects since 2006 for on-demand transportation design services, including major roadways, intersection improvements and pedestrian/bike improvements.

Charlie Lanz, former City Engineer: "Another job well done! This is why Arcadis stands above all other consultants. Keep up the good work."

Whitlock Pedestrian Streetscape Improvements: A 1.5-mile streetscape and pedestrian improvements from Oakmont Drive on the east to Polk Street Extension on the west. Project includes sidewalks, planted medians, brick paver accents, asphalt resurfacing, intersection improvements, pedestrian improvements and lighting, mast arms signals, and landscaping. Services include surveying; streetscape/landscape architecture; environmental/historic/cultural resources studies; design services in accordance with GDOT permit requirements; traffic engineering; roadway, sidewalk, multi-use trail design services; public information meetings; ROW and construction easement documents; deed research; permitting; utility coordination; and bid document preparation and bid assistance.



Kennesaw Mountain to Chattahoochee River Trail: This 2.5-mile project makes a critical connection from Kennesaw Mountain to Chattahoochee River Trail, from West Atlanta Street bridge over South Cobb Drive south of the City, to Roselane Street and Tower Road, north of the city and was one of their most challenging multi-use trail projects. Survey, environmental document and design plans were prepared to construct a 10-foot-wide multi-use trail, including a pedestrian bridge over South Marietta Parkway. Project required significant coordination with CSX railroad to construct a portion of the trail within their ROW and several creative and context sensitive design solutions and variances. This project received federal funding and followed the GDOT PDP.



Franklin Road Improvements: This project along Franklin Road just south of Delk Road to SR 120 Loop/South Marietta Parkway is a 1.5-mile roadway widening, allowing for a landscaped raised median and turn lane improvements. Roadway has streetscape improvements, including widened sidewalks with brick paver accents, pedestrian and street lighting, and shoulder landscaping. We prepared a conceptual design for the entire corridor and completed final design on project's (two) end sections. The Twin Brooks Way to Las Colinas Apartments is LCI funded and includes a multi-use trail and High-Intensity Activated crosswalk (HAWK) pedestrian signal. We provided extensive utility coordination and completed the timely relocation of all overhead utilities to underground.



Marietta Intersection Improvements: This project involved developing concepts and completing design plans for three of South Marietta Parkway's intersections with: Lake Drive, Kennesaw State University's entrance, and Powers Ferry Road. The projects scope included survey, roadway design, sign and traffic design, storm water drainage, utility coordination, and construction engineering and inspection services. The projects also included coordination with GDOT for the required encroachment and signal permits. Construction is completed on all projects.



Marietta Square Enhancements: The City sought to beautify its downtown square while preserving its historic character. The enhancements were constructed during the winter months, in a 3½-month period with continual traffic flow at all times. We designed and oversaw construction. Community outreach meetings with numerous stakeholder's were held to determine exactly what improvements were needed. Based on these meetings, improvements included concrete paver crosswalks, decorative signal pole improvements, and resurfacing and restriping of the existing pavement. To facilitate continued traffic flow, we developed a six-stage maintenance of traffic and detour plan. The project was completed on budget and on schedule.



Extensive GDOT PDP Knowledge

Georgia Department of Transportation (GDOT): We have an excellent working relationship with GDOT. For more than six decades, we have not only worked directly with GDOT to deliver projects; but have worked with countless local governments to successfully navigate the PDP on state/federally funded projects. We are extremely knowledgeable of GDOT's PDP, Design Policy Manual, Plan Preparation Guide, Standards & Details, processes and other design requirements.

Arcadis employees 40 former GDOT staff who in many cases, helped develop and implement these standards and processes while working at GDOT. The relationships and institutional knowledge is invaluable to local governments.

In addition, our senior team members are considered experts in their disciplines and stay informed of changing GDOT policies and procedures through continuous, hands-on involvement in the Georgia Partnership for Transportation Quality (GPTQ). Arcadis staff currently serve on GPTQ Subcommittees for NEPA, Ecology, Traffic, and Bridge. Our team will continue to drive best practices with DeKalb County.

Keith Golden, PE – former GDOT Commissioner will assist DeKalb County with high-level GDOT collaboration, coordination, and supports the team to ensure that GDOT PDP projects are properly executed.

Joe Leoni, PE – former GDOT Assistant State Roadway/Airport Design Engineer will lead our QC/QA team. Joe's decades of GDOT and value engineering experience, will bring DeKalb County an assurance our plans are not only high quality, but also provide the most "bang for the buck."

Arcadis and our subconsultant partners are prequalified by GDOT in area classes that will be required on DeKalb County projects. Copies of each firm's Notice of Professional Consultant Qualifications is included in the required forms section of this proposal.

Client Successful Compliance Statements and References

To Arcadis, compliance with schedules, budgets, scope, location, design cost, construction cost, and duration of similar projects is a mindset, not a process. We understand most projects have aggressive schedules and tight budgets that requires a team with a sense of urgency to deliver. Our approach to streamline schedules and design to budget include:

- Instill a sense of urgency in all team members
- Ownership of the schedule for each assignment
- Maintain a master schedule for all tasks
- Accountability of all work and deliver on our promises
- Early and accurate construction cost estimates

We included several project-specific client statements and references attesting to Arcadis' successful management of scope, schedule, and budget in the Project Experience section.

Methods Successfully Utilized to Perform Work



We understand your commitment to and expectation of quality. We are committed to and will meet or exceed your expectations of quality. We believe having proactive and sustainable quality control is paramount for successful project delivery, and we adhere to rigorous QC/QA procedures in every phase of the project.

Our commitment to quality begins at the planning stage — all project planning activities begin with a focus on quality:

- Quality in our understanding of the project needs
- Quality in our technical approach
- Quality in our project staffing
- Quality in our project implementation and management

Brandy Kirby, PE – GDOT Project Manager

"The entire staff assigned to these projects (SR 17) has been professional to work with. Survey, environmental, traffic, and design sections seem very knowledgeable and service oriented. They have been willing to meet and discuss project issues as needed and often bring unsolicited issues to the table with potential solutions which have an overall positive impact to the Department."

Quality Matters is not only our internal program ...it is also a way of life for the project team. We install Quality at every level of the plan development process. QC/QA reviews are conducted by competent approved staff not otherwise involved in the project.

Equipment, Hardware, and Software to Perform Work

We have extensive computer hardware and transportation software capabilities in our Atlanta office. We will submit project deliverables in the electronic format you require. Following is a list of our computer hardware and software capabilities.

<p>Hydraulic/Hydrology Software HEC Hydrologic HEC-1; HEC-2; HEC-RAS (WSPRO Bridge Option, HEC-18 for scour); HY-8; HYDRAIN, STORMCAD KYPIPE Pipe Network Analysis 2 WaterCAD 5000 node XP-SWMM</p> <p>Roadway Design Software 15 Geopak Civil Design 12 CAiCE Roadway Design Packages and CAD Links Unlimited Server License – In Roads</p> <p>GIS Software ESRI ArcGIS (Info, Editor, View) ArcGIS Server 3D Analyst Spatial Analyst ArcPad Geostatistical Analyst Network Analyst ArcSDE</p>	<p>Bridge and Structural Software Leap Bridge Enterprise RISA 3D - Structural Analysis Adapt Post-Tensioned Structure Analysis and Design GDOT Bridge Access STAAD-III Structural Analysis and Design L-Pile Foundation Design BDS Post-Tensioned Box Girder Design MERLIN-DASH Steel Beam Design DESCUS I - Curved Steel Plate Girder Design DESCUS II - Curved Steel Box Girder Design</p> <p>Survey Equipment 3 GPS LEICA GX1200 2 GPS LEICA GX1230 1 GPS LEICA VIVA 9 Total Stations LEICA (1203, 1102, 800, 700, TC2002 series) 3 Levels LEICA NA2002 1 LEICA Scan Station 2 3 Chevy 2500 HD 1 Jon Boat (14'x44" boat)</p>	<p>Traffic Software Citilabs Cube (Voyager, Avenue, Analyst) COUNTSPC CORSIM Traffic Simulation FLOCOUNT Traffic Count Processing Package Highway Capacity (HCS2010) HCM/Cinema 3.0 HCS Warrants Interactive Highway Safety Design Model (IHSDM) PASSER IV PC-Warrants Sidra Surrogate Safety Analysis Model (SSAM) Synchro 8 Traffic Simulation TACTIC, ARCTRA, MaxTime and Centrac Traffic Signal Systems Timing Plan TRANPLAN Travel Forecasting TRANSYT-7F, QUICK-7F, and TAS-Plus VISSIM Traffic Simulation VISTRO</p>
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Specialized In-House Capabilities

Transportation Planning (Project Related Grant Services, Comp Plan Services): DeKalb County can utilize our planning experience to prepare grant funding applications, prioritize current or future local projects, or to prepare any other planning level documents including Comprehensive Plans. Our planning expertise ranges from the very large projects to small, local LCI studies. Our team includes Cara Vojdani, AICP and Shane Blatt, whose relationships and institutional knowledge could prove valuable if you decide to pursue LCI funding.

Utility Coordination: Our seamless utility coordination is critical to the timely delivery of transportation projects. We are GDOT

Faye DiMassimo, AICP – former Director Cobb DOT

“I wanted to write you both and tell you what a pleasure it is to work with Andy Rikard. He is a tremendous professional with a tireless work ethic. His knowledge of the complexities of utility coordination, his commitment to Cobb, and his always terrific attitude make him something few of us are — irreplaceable. Thank you for his ongoing assignment to our team.”

prequalified in Utility Coordination, and practice a proactive approach to projects to ensure facilities are identified early so complications and delays are avoided. Andy Rikard, with 42 years transportation management experience, leads utility coordination efforts, effectively and efficiently, to ensure proper utility coordination occurs. Andy’s relationships and proactive approach has been proven to minimize utility conflicts and expedite the relocation process when conflicts cannot be avoided.

Railroad Coordination: We understand railroad coordination is critical to any project requiring coordination with the railroad. We assist numerous local governments with railroad coordination, which demonstrates our commitment to ensure your projects move forward. We negotiated with CSX on behalf of the City of Marietta to obtain their approval to construct 1,500 linear feet of multi-use trail within CSX ROW, as well as a four-quad gate system. In addition, Arcadis has a master services agreement with CSX allowing us to be familiar with CSX standards, requirements and processes. We apply this experience to local government projects that interact with the railroad to ensure timely reviews and approvals.

Innovative Project Design: Given today’s challenging funding realities, Arcadis is at the forefront of developing and delivering innovative project designs that provide optimum benefit for minimal cost. Some local examples of this include:

- Wade Green Road Diverging Diamond Interchange (DDI)
- Florida “T” Intersection at Old Canton and Lower Roswell
- Surgical Improvements at I-285 Off-Ramp at Cobb Parkway



Roundabouts: Our team has designed numerous roundabouts for local city and county governments. We assisted GDOT to prepare a training video on navigating a roundabout. Transportation and Infrastructure Design Lead Ty Denning, PE was project manager leading our design team for all three phases of the South Barrett Reliever (SBR) Phase 1, 2 and 3 for the Town Center CID and Cobb County DOT. SBR Phase 2 included a multi-lane roundabout (see picture below) as the preferred alternative due to the roundabout’s inherent safety and functionality. This project opened to traffic in 2018 and since opening has greatly improved the overall intersection operations and has provided much needed safety improvements. [The TCCID and Arcadis were awarded the 2018 GPTQ Award for “Traffic Safety and/or Intersection Design” at the Georgia Transportation Summit.](#) SBR Phase 3 when constructed will tie into the multi-lane roundabout constructed in Phase 2 and extend Shiloh Valley Drive/Greers Chapel Drive across I-75 with an aesthetically unique bridge that terminates at another multi-lane roundabout at what is now the southern dead-end of Roberts Court.



Project Renderings/Visualizations: Our team is passionate about creating and using innovative tools to communicate complicated concepts in a way that resonates with target audiences. We have proven experience developing renderings, 3D models, and video animations to convey complex project concepts to decision-makers and stakeholders in a way they understand. Example projects we recently utilized these techniques on include:

- Downtown Connector Corridor Study
- I-75 Commercial Vehicle Lanes
- I-20 at Savannah River Design-Build
- Internal Modeling Effort for proposed I-85 Express Lanes Bridge

Bridge Inspection/Load Rating Analysis: We are GDOT prequalified in bridge inspection and have extensive and proven experience with bridge inspection and bridge load rating analysis. These services can be extremely valuable in prioritizing replacements and identifying short-term inexpensive improvement projects to delay replacement where possible. In addition, our GDOT-approved finite element bridge load rating methodology, allows for improved load ratings or, in some cases, removal of the load posting all together.

Value Engineering (VE): Many on our team have significant experience participating in and conducting VE Studies for Georgia and other state DOT’s, as well as many counties throughout the state. The principles and techniques learned from these studies are incorporated into our QC/QA process to provide added value to our clients. In addition, we could conduct third-party VE Studies on projects at your discretion.

Ability to Absorb Anticipated Workload

Arcadis is proactive, anticipate staff needs, and provide DeKalb County the expertise needed to meet schedules. We bring a depth of resources and have partnered with 8 firms experienced in delivering a wide range of simple to complex projects. Our team has redundancies in staff resources and subject matter experts for every discipline required under this contract. Our proactive workload management allows us to monitor and foresee team member availability in advance of needs. Using a 12-month workload forecast, updated on a monthly basis, PM Matt McDow has the visibility needed to make informed decisions for project staffing. Key individuals and firms update their commitments to other projects monthly, which is compiled to provide a snapshot of team availability.

Our team’s Discipline Leads are identified in bold on the organizational chart in the next section for each discipline area required for this contract. Discipline Leads are responsible for overseeing and coordinating all work within their area. Discipline Leads update their staffing needs based on baseline project schedules, allowing us to foresee potential workload peaks, and manage our resource assignments.

We also identified additional staff to support the Discipline Leads. The staff is committed to your projects to allow for consistent deliverables across multiple projects and will be intimately familiar with DeKalb County’s preferences and design requirements. We have the capacity to complete multiple projects simultaneously and in a timely manner.

Familiarity with Federal, State and Local Regulations

One of the greatest benefits we offer is our extensive local government experience, paired with unmatched experience and relationships with regulatory and funding agencies. We have a track record of developing projects that meet the varying goals of all parties. With several former managers from GDOT, ARC and GRTA, we know where to get decisions and keep your projects moving forward. As demonstrated by Arcadis' numerous successful project deliveries, we are extremely familiar with applicable federal, state and local guidelines and criteria.

We prepare all environmental documents in accordance with applicable laws and regulations, including NEPA, CEQ Regulations for Implementing NEPA, FHWA Environmental Impact and Related Procedures (23 CFR 771), FHWA Technical Memorandum T6640.8A, the National Historic Preservation Act, the Department of Transportation Act, the Clean Water Act, the Clean Air Act and the Endangered Species Act. The documents will also be prepared in accordance with GDOT guidelines and procedures.

We prepare all roadway design and documents in accordance with AASHTO policies on geometric design for highways and streets, the Manual on Uniform Traffic Devices, GDOT design requirements and DeKalb County policy and procedures.

Atlanta Regional Commission (ARC): Members of the Arcadis team have worked with ARC since its inception in 1971. We have intimate knowledge of the numerous funding mechanisms managed by ARC and have assisted many of our local clients with securing funding through ARC and ushering these projects from planning concept through construction. Some recent examples of this include:

- Franklin Road Phase A / City of Marietta Local Sponsor / LCI Funding
- Downtown Tucker Streetscape / DeKalb County Local Sponsor / TE-LCI Funding
- Spring Road Multi-Use Trail / Cobb DOT Local Sponsor / LCI Funding
- Cobb-Galleria Streetscape / Cobb DOT Local Sponsor / LCI Funding

Cain Williamson, former ARC Bicycle and Pedestrian Planning Coordinator

"...One of Arcadis' tasks was public involvement and outreach...Through innovative outreach tools and excellent graphic design services, the Arcadis planners were able to communicate a unified theme throughout plan development...I would highly recommend Arcadis for future bicycle and pedestrian plans."

State Road and Tolling Authority (SRTA): We recently were successful in assisting Cumberland CID/Cobb County with their Georgia Transportation Infrastructure Bank (GTIB) grant application to SRTA from which they were awarded \$1 million for the implementation of the Windy Hill Road East Improvement (from Spectrum Circle to Powers Ferry Road).

Brantley Day, former Cumberland CID Director of Operations
"Matt, we just received word that GTIB is awarding the CID \$1 million for the Windy Hill project; the application you put together last year, which they highly praised, by the way... thanks for your help; great work!"

Georgia Regional Transportation Authority (GRTA): Julie Price was the former Development of Regional Impact Program Manager for GRTA. Her relationships and institutional knowledge of GRTA are very helpful when coordinating with this agency. Our staff work with and coordinate with GRTA on numerous projects.

Georgia Department of Community Affairs (DCA): We have experience with DCA Planning Programs through administration of these programs at the regional level, having both former ARC and GRTA employees at Arcadis. Our staff has also assisted DCA staff on planning rules and regulations regarding these programs; specifically, the Comprehensive Planning and Developments of Regional Impact.

Federal Highway Administration (FHWA): We routinely meet with FHWA from beginning to end of all projects. This benefits our clients because we introduce the project to the FHWA early and discuss potential impacts, the required level of documentation and our mitigation strategies. When FHWA receives an environmental document, the reviewer is already familiar with the project, which helps reduce the comments received and improves the overall schedule. Arcadis also participates in FHWA training courses in the classroom and online. This keeps our staff aware of ever-changing environmental policy. Our greatest involvement with FHWA was on the Revive 285 Top End. FHWA participated with Arcadis and GDOT as a teaming partner to navigate the complexity of the build alternatives associated with improvements to the top end of I-285.

Georgia Environmental Protection Division (EPD): We have great working relationships with Georgia EPD. We submitted and obtained Erosion, Sedimentation and Pollution Control Plan approval on 30+ projects in the last 5 years. We are also experienced at obtaining Notice of Intent (NOI) on behalf of local governments.

Wei Zeng, PhD, PH – GA EPD

"Among many qualified engineering consulting firms, Arcadis was chosen to help Georgia EPD ... My experience tells me that we made the right choice ... Arcadis' Project Manager, has been instrumental in keeping the project on schedule and on budget. The efficiency we were able to observe from Arcadis staff was due to clear vision and strong leadership."

United States Army Corps of Engineers (USACE): Our long-standing working relationship with the USACE in all facets of Section 404 permitting. Our permitting experts and design professionals regularly complete Nationwide Permits, Regional Permits, Individual Permits and mitigation design while working with the USACE. A thorough knowledge of their policies and procedures, as well as a comprehensive understanding of the changes in regulations, positions Arcadis to handle any permitting scenario that arises.

Tom Hassenboehler, PE – USACE HPO Technical Support
“St. Bernard design and construction has exposed your group to all the various Corps hurricane features, such as t-walls, sector and sluice gates, highway and railroad gate monoliths, numerous type of pile foundations and geotechnical items, building, bridges and roads... You've applied sound and reasonable engineering principles to help the Corps optimize both the design and construction, while providing a quality product and saving Federal dollars-keeping this part of the Hurricane Protection System under budget.”

Qualifications of Staff/Management

A Qualified / Responsive / Innovative Team You Know!

We are committed to continuing to collaborate and work with DeKalb County for successful delivery of all projects under this contract.



Our local, in-house team has the expertise, experience, and specialized skills you need and the commitment to client satisfaction which you desire. Our team of planners, engineers, and environmental specialists work predominantly on transportation infrastructure and services. We are accustomed to working as a team, across multiple disciplines, to meet our client's needs.

Team Management

Project Manager Matt McDow, PE is your point of contact and will serve as the day-to-day contact, ensure adequate skills and resources are committed to each assignment, communicate regularly with the County, track progress on all assignments, and handle progress reporting and contractual issues. He will provide project management for all planning and engineering activities, assign appropriate resources to specific project needs, and maintain project schedule and budget. Matt will be supported by Discipline Leads for Transportation and Infrastructure Design, Land Surveying, Traffic Engineering, Environmental and Geotechnical, Bridge/Structural, Land acquisition Services, and Construction Management/Inspection Services. Our Discipline Leads will lead specific technical work categories, including:

- **Ty Denning, PE – Transportation and Infrastructure Design** includes services for road improvements, streetscapes, sidewalks, intersections, multi-use trails, bridge replacements, landscape architecture, and water/sewer facilities.
- **Mike Peppers, PLS – Land Surveying** includes base mapping, legal descriptions, boundary surveys, topographic surveys, ROW surveys, and research land record/deeds.
- **Jody Peace, PE – Traffic Engineering** includes travel demand modeling, volume development, and growth rate estimation; traffic analysis and congestion benefits; concept schematics, construction staging and cost estimates; evaluation criteria development and alternative; and existing conditions surveys (traffic counts, origin-destination, crash data, travel time, land use data; pedestrian/bike/ transit data).
- **Bonnie Bynum – Environmental** includes all environmental services as needed for local and regional planning; meeting State and Federal NPDES requirements; performing environmental assessments, site investigations, categorical exclusions, archaeological assessments, historic preservation analysis; preparing reports; leading public involvement (technical committee, focus group, council meetings, concept

visualization, public meetings); and assist DeKalb County in environmental land acquisition issues.

- **Zach Handac, PE – Geotechnical** includes performing all geotechnical related work (geotechnical reports, concept development, construction plans, construction management).
- **Kristen Kasmire, PE – Bridge/Structural** includes design, inspection and recommendations in support of bridge replacement/repair designs and other infrastructure projects; value engineering for structural improvements; drainage analysis as needed for bridge/ culvert replacements; perform work necessary for FEMA, USACE, County, State, and Federal agency permits for structural improvements.
- **Dwonna Smith – Land Acquisition Services** includes all land acquisition services such as title searches, cost estimates, appraisals, negotiations, prepare closing/condemnation documents; perform environmental studies, asbestos removal, and demolition work on newly acquired properties; coordinate/monitor ROW acquisition activities on select projects; conduct ROW impact studies and ROW/ land acquisition coordination with State, Federal and local agencies.
- **Mario Lataso – Construction Management/Inspection Services** includes providing construction management and/or inspection services as required by the County; perform field plan reviews, review bid documents, review/prepare cost estimates; provide status reports and cost to complete updates; manage contractors hired by the County and review contractor invoices for approval by the County; and provide inspection services for road and bridge projects following GDOT specifications.

GDOT Liaison Keith Golden, PE is a resource to Matt and DeKalb County. Keith (a 30-year GDOT employee and former GDOT Commissioner) provides advice as needed on the project process, GDOT coordination, and other areas as required.

QC/QA Lead Joe Leoni, PE will lead the QC/QA team with plan review, QC/QA and assists in marshalling projects through GDOT's PDP process. He will be supported by Mike Peppers, PLS for survey; Doug Tilt, PE for traffic; Bonnie Bynum for environmental; and James McNabb for bridge/structural.

Team Commitment

We are committed to maintain the key team members shown on our organizational chart for the duration of this contract. The senior leadership and most of the management team remains in place from our existing contract. We have an aggressive employee retention program designed to keep the brightest professionals on staff. Because of our multi-discipline operation, we have boundless resources available for such times. We operate as a highly structured team and our effective communication is an integral component of our management approach.

Arcadis has the competence and capacity to complete multiple projects concurrently under this contract, on time and within budget. In anticipation of this contract's staffing requirements, our team includes overlap on all project activities. Key personnel and support staff are specifically chosen for their ability to contribute to your goals and objectives, quality of work, similar and extensive local experience, and long work histories in DeKalb County. Our team is available to start work immediately.

Our team proves all the necessary services needed for your projects. Our extensive local capabilities and expertise eliminate the need for inefficient prime-sub relationships.



Project Management Team Qualifications

Project Manager Matt McDow, PE
Education: BSCE, Georgia Institute of Technology, 1998
Registrations: Professional Engineer in GA, SC; GDOT PDP Certified

Matt is a proven hands-on Project Manager (PM) and certified Managing Successful Programs (MSP) Practitioner who has reliably managed the Arcadis Team for this Engineering and Design

Services for Public Works Transportation and Infrastructure Project contract since 1998. His 20+ year career has allowed him to manage more than 10 On-Call Contracts and Programs for local Metro-Atlanta clients, with many GDOT PDP projects included. His combined experience, makes him the proven person to continue supporting DeKalb County and managing this contract. Matt's **MSP Practitioner Certification**, a European-based Program Management Certification; is fundamentally consistent with other Program Management certifications, it focuses more on the Benefits of a Program, greater than the sum of the projects. Using these principles, Matt has been working with clients to identify measurable Benefits that can be obtained with the Program Management type Approach.

Over the last 4 years Matt has worked with clients to develop and refine processes to efficiently scope, procure, and deliver projects. He has learned to balance the need to be involved to the appropriate level in all projects, while still keeping his primary focus on the overall Program. Matt utilizes a Project/Task Order

Dashboard to deliver multiple project simultaneously and will make this Dashboard Tool available to DeKalb County.

Matt's key similar relevant on-call and project experience includes:

DeKalb County Transportation On-Call Engineering Services: Project / Contract Manager for On-Call transportation engineering services. Program tasks include traffic engineering; construction management (review of budget, costs and contractor bids and project development); land surveying and GIS database capabilities; geotechnical engineering, including archaeological assessments, historical preservation analysis, categorical exclusions and site investigations; bridge and roadway design; and land acquisition with emphasis on obtaining ROW and environmental permits. Major projects completed under the Program include:

- Briarlake at Briarcliff Right Turn Lane
- Lithonia Industrial Boulevard Improvements
- Linecrest Road Bridge Replacement
- Tilly Mill Road at North Peachtree Road Intersection Improvements
- Panola Road Widening
- DeKalb Trails Phase I
- Tucker Main Street Streetscape
- High Priority DeKalb Interchange Landscaping
- I-20 EB Collector-Distributor Lanes
- Perimeter Center Streetscapes
- River Road Corridor and Intersection Improvements
- Memorial Drive Streetscape Improvements
- Perimeter Center Parkway Extension
- Bridge Load Rating and Analysis

Woodstock Transportation Plan On-Call: Project Manager responsible for managing this miscellaneous transportation design services On-Call contract to identify challenges, needs, and constraints to develop and prioritize viable, cost-effective transportation solutions. Matt supports the City in addressing capacity and operational needs of critical corridors including I-575, SR 92, Towne Lake Parkway, Arnold Mill Road, Ridgewalk Parkway, and Main Street. Services include traffic modeling and planning, survey, roadway design, and environmental services. The team developed a concept for a new location roadway, Arnold Mill Connector and has begun coordination with the USACE on the required easement across their Allatoona Lake project.

Marietta On-Call Engineering Services: Project / Contract Manager responsible for the design of various projects, including major roadways, intersection improvements, and pedestrian/bike improvements. Project scopes range from preconstruction services such as environmental permitting, surveying and concept development to traffic engineering to construction management. Major projects completed under the Program include Whitlock Streetscape/Pedestrian Improvements, Marietta Square Enhancements, Franklin Road Widening and Streetscape Improvements, Kennesaw Mountain to Chattahoochee Trail (multi-use trail design), Marietta Intersection Improvements, Marietta Storm Drain Improvements, and Powder Springs Street Streetscape.

Cobb DOT SPLOST Program Management: Project Manager responsible for transportation engineering services, including major roadway and intersection improvements. Matt managed key

projects including Delk Road at Terrell Mill Road, Old Canton at Lower Roswell, Terrell Mill Road Widening. He has also assisted with Program Management activities including concept development, cost estimating, grant applications, and plan review for the overall program.

Cumberland CID On-Call Engineering Services: Project / Contract Manager for the delivery of a wide variety of projects. Some projects under this contract have included Cobb Galleria Streetscape, Terrell Mill Widening, Powers Ferry Widening, Powers Ferry Streetscape, Spring Road Multi-Use Trail, South Quadrant Transportation Study, Cumberland Boulevard Widening, Windy Hill Road Widening, Southeast Quadrant Transportation Study, and Northeast Quadrant Transportation Study. Matt successfully navigated the GDOT PDP and obtained approval on the Cumberland Boulevard Improvements concept, preliminary plans, and ROW plans in less than 1 year. He helped develop the grant application which secured \$1M from Georgia Infrastructure Bank for the Windy Hill at Powers Ferry Intersection and Streetscape project.

Smyrna On-Demand Transportation Services: Project / Contract Manager successfully managed the design of a wide variety of projects, including major roadways, intersections, and pedestrian/bike improvements. One of these projects is the Atlanta Road Multi-Use Trail which consisted of a 1.3-mile segment that connects the Kennesaw Mountain to Chattahoochee River Trail, Concord Road Trail, and the Silver Comet Cumberland Connector Trail. The project had several design challenges, including six historical properties, a brick neighborhood privacy wall close to the roadway, and a park. Arcadis prepared the survey; concept; and preliminary, ROW, and final plans to construct a 10-foot-wide multi-use trail on the west side of the roadway. We prepared all plans in accordance with GDOT's PDP due to federal funding for the project.

GDOT Region 1 General Engineering Services: Project Manager responsible for providing GDOT a wide scope of engineering services within Region 1 – Ridge Valley and Upper Piedmont Region on more than 70 TOs across two contracts. These TOs range from supplemental services on projects designed by others to complete project TOs through concept, preliminary, and final design.

Under Contract 1, Matt managed \$7M in work across 34 TOs for 30 projects including:

- Gateway to Chickamauga Streetscape
- South and Southeast Rome Bypasses
- Monroe SE Bypass – SR 83 Connector
- SR 3 at Graysville Road Roundabout
- SR 52 ALT at Town Branch Bridge Replacement
- SR 9 at SR 52 Roundabout
- SR 15/US 441 at Grove Creek Bridge Replacement
- Old Hwy 337 at Chelsea Creek Bridge Replacement
- South Calhoun Bypass Construction Services

Under Contract 2, Matt scoped and procured more than \$9M of work across 20 TOs in the first 7 months of the contract, the remaining 14 TOs are in various stages of procurement. TOs under this Contract include both supplementary and complete design services. Some of the projects include:

- Final Design & Environmental Services for:
 - South Rome Bypass
 - Southeast Rome Bypass
 - Monroe SE Bypass – SR 83 Connector
- Design Services through ROW Plans, Final Plans for:
 - I-575 at SR 5BU Roundabout
 - SR 140 at Avery Road Turn Lane
 - SR 101 at Old Draketown Turn Lane
 - Roundabouts at SR/Dorset Shoals/Banks Mill/Pool Road; SR/SR 100; SR 43/New Cut Road; SR 60/SR 11 BU; SR 60/Academy Street; SR 6 BUS/SR 61/Legion Road; SR 16/Beulah Church Road

GDOT's Process and Manuals. Matt is GDOT PDP certified and has worked on GDOT projects for more than 20 years and is intimately familiar with GDOT specific processes, manuals and guidance. He understands which documents are applicable in a variety of circumstances and has used these documents in the successful completion of more than 30 GDOT PDP projects. He understands the Design Variance/Design Exception Request and approval process, as he has obtained many in the implementation of Context Sensitive Design Solutions.

Matt will continue bringing his GDOT PDP knowledge and expertise to DeKalb County's projects.

Project Advisor Keith Golden, PE:
Education: MS/BS, Civil Engineering, Georgia Institute of Technology
Registrations: Professional Engineer in GA; GDOT PDP Certified



Keith is Arcadis' Transportation Market Leader and brings 35 years of experience in the transportation field; 26 with GDOT. Throughout his career, he managed the engineering, design, maintenance and operation of a variety of transportation projects. He implemented the state's Managed Lane Program, expanded the RTOP concepts to actively manage arterials, and focused on safety and asset management initiatives. The last 3 years of his career was served as GDOT Commissioner where he oversaw a \$2.2 million annual transportation program with 4,550 employees. Coordinated with the Governor of Georgia, State Transportation Board, local, state and federal elected officials, and MPOs to develop statewide transportation plans. He also served as GDOT Director of Operations managing the Division's daily operations including the Office of Traffic Operations, Maintenance, Utilities, and Transportation Data with 350 employees. Responsible for statewide efforts that included program and project delivery for \$200 million in resurfacing and routine maintenance activities, state traffic operations program with an annual budget of \$150 million that included freeway management, highway emergency response unit, traffic safety and operational programs.

QC/QA Team & Discipline Leads



Joe Leoni, PE – QC/QA Roadway & VE
Education: MPA, Georgia State University, 1982; BSCE, University of Toledo (Ohio), 1969
Registrations: Professional Engineer in GA, GDOT PDP Certified

Joe has 43 years of experience in engineering roadway design, project management, and QC/QA on design projects. He had a 36-year career with GDOT where he served as a roadway designer for 14 years in the Office of Road/Airport Design, 9 years as project manager/ preconstruction engineer, and 4 years as assistant state road and airport design engineer. He brings extensive roadway design experience and, for more than a decade, has excelled in performing QC/QA on design projects, final plan review for all roadway projects to meet GDOT and AASHTO design criteria, and submission of proper Electronic Data Guidelines format. He has participated as a VE team member on more than 40 VE studies with four State DOTs, DeKalb County, Cobb County and Athens-Clarke County. Joe will also focus heavily on cost saving techniques during plan development and design.



Mike Peppers, PLS – QC/QA Survey & Survey Discipline Lead
Education: BS, Geography, Jacksonville State university, 1998
Registrations: Professional Land Surveyor in GA, GDOT PDP Certified

Mike is the Survey Department Manager for the Arcadis Atlanta office and manages surveying services. He has more than 18 years of surveying experience and has a proven track record of providing solid results on a wide array of projects. He oversees surveying services on all types of transportation projects that are vital to enhancing the quality of life and improving Georgia's infrastructure. Mike is familiar with GDOT specific processes, manuals and guidance which includes a thorough understanding of GDOT's PDP, GDOT Survey Manual, Electronic Data Guidelines and GDOT Survey Processing Guidelines. Similar experience includes:

- **DeKalb County Transportation On-Call** including Survey Manager for Panola Road at I-20, River Road Improvements from Flat Shoals Road to Fayetteville Road, Perimeter Center Road and Bridge Improvements, Panthersville at River Road Intersection Improvement, and Lithonia Industrial Boulevard from I-20 to Evans Mill Road and Rock Springs Road.
- **Cobb County Survey On-Call** as subconsultant including Key projects have included South Barrett Reliever, Highway 92 at US Highway 41, Spring Road at US Highway 41, Galleria Bridge of I-285, Windy Ridge Parkway Bridge over I-75, Cumberland Road at Highway 41, Riverview Road Safety & Operational improvements, Timber Ridge Road Sidewalk and Operational Improvements.
- **Athens-Clarke County On-Call Engineering** including Mitchell Bridge Road Widening from Atlanta Highway to Preserve Drive, College Station Drive Pedestrian Improvements from Barnett Shoals Road to Research Drive, Milledge Avenue Trail Extension and Martin Luther King Parkway Bridge Replacement.

Doug Tilt, PE – QC/QA Traffic Engineering:

Education: BSCE, Georgia Institute of Technology, 1996
Registrations: Professional Engineer in GA, FL; Arcadis Certified Project Manager



Doug is a Senior Design Engineer with more than 20 years of experience providing transportation engineering solutions for state, regional, and local clients. His experience includes providing unique, cost-effective solutions for projects ranging from signalized intersection and arterial corridor improvements to major freeway and complex interchanges, as well as QC/QA of traffic designs. Doug has managed and designed numerous projects throughout the southeast, including traffic signal projects, ITS/ATMS projects, intersection improvements, traffic and corridor studies, roadway concept development, and safety and operation studies. Similar experience includes:

- **DeKalb County Transportation On-Call** including Panola Road Corridor Improvements, Boulder Crest Road Widening, I-20 EB Operational Improvements
- **Various Municipal On-Calls** including Marietta ATMS, Fulton County ATMS Design, 14th Street Signal Timing Detour Program
- **Alabama DOT Hurricane Katrina Wireless Communication Repairs**
- **GDOT Railroad Crossing Safety Program On-Call** provided Quality Assurance for evaluating 850+ crossings and operational analysis

Bonnie Bynum, PE – QC/QA Environmental & Environmental Discipline Lead:

Education: BS, Geology, West Georgia College, 1996
Certification: Certified Project Manager



Bonnie Bynum is a CPM and serves as the Group Leader of the NEPA, Planning and Permitting Department. She has 23 years of experience as an environmental practitioner and manager focused on project delivery for GDOT and local county and municipal clients. Bonnie has authored and/or managed 200+ environmental documents of varying complexity. She is proficient in the coordination and collaboration required among multiple environmental and engineering disciplines and understands the GDOT's PDP from Concept Stage to Letting to Construction. Bonnie is an expert in navigating the National Environmental Policy Act and the Georgia Environmental Policy Act (NEPA/GEPA). Similar project environmental services include:

- **DeKalb County Transportation On-Call** including Panola Road Corridor Improvements, South Stone Mountain Lithonia Road NEPA, Memorial Drive Categorical Exclusion, Linecrest Road Categorical Exclusion, I-20 HOV Environmental Assessment
- **Cobb DOT SPLOST Transportation Program** including Terrell Mill at Windy Hill Extension (GEPA), Wade Green Road at I-75 Diverging Diamond Interchange (DDI) Improvements NEPA, and the Skip Spann Connector
- **GDOT FY16 and FY17 Bridge Replacements**

- **Cobb DOT** Kennesaw Mountain Multi-Use Trail Pedestrian Improvement
- **GDOT On-Calls** including Statewide Ecological Services Task Order Based Services, Traffic Safety Design Services On-Call Program Environmental Services, Statewide Operational Improvement Program Environmental Services, Region 1 General Engineering Services Environmental Services



**James McNabb, PE – QC/QA
Bridge/Structural:**

Education: BS, Civil and Environmental Engineering, The Citadel, The Military College of South Carolina, 1999
Registrations: Professional Engineer in GA, FL, LA, OH; a Certified Bridge Inspection Team Leader

James is a Lead Structural Engineer and Senior Project Manager with 20 years of experience focused on the management of bridge design, rehabilitation and inspection projects. He specializes in fast-track bridge design and replacement projects and has developed a reputation for delivering complex bridge projects on accelerated schedules. His proactive management style has been very effective in identifying and addressing the critical project issues early in the design phase to provide timely project delivery on schedule which he applies in providing QC/QA reviews. Similar projects include:

- **DeKalb County Transportation On-Call** including Berline Road Bridge Superstructure Replacement, North Druid Hills over CSX Railroad Load Rating and Bridge Deck Repairs, and the Dresden Drive Pedestrian Bridge Rehabilitation
- **Cobb DOT** SPLOST Transportation Program
- **Cobb County On-Call** Bridge Design Services
- **Cobb DOT** Skip Spann Connector over I-75, Concord Road Covered Bridge Rehabilitation
- **Smyrna's** Silver Comet Trail Bridge Rehabilitations, Bridge Rehabilitations
- **GDOT** NBIS Bridge Inspections



**Ty Denning, PE – Discipline Lead
Transportation & Infrastructure Design:**

Education: BSCE, Montana State University, 1998
Registrations: Professional Engineer in GA; GA Level II Certified Design Professional; GA Worksite Erosion Control Supervisor; GDOT PDP Certified

Ty Denning is a senior transportation engineer with more than 20 years of hands-on experience in providing engineering oversight in the design and development of plans for simple to complex projects. He leads technical coordination with other disciplines including environmental, communication, and geotechnical to ensure design and environmental activities are well coordinated. His project experience includes non-traditional projects ranging from reversible tolled roadways, single-/multi-lane roundabouts, barrier-separated expressways, continuous flow intersections and diverging diamond interchanges (DDI). Ty has participated on

design-build projects both on GDOT and Contractor side, as a roadway design lead where he successfully coordinated the designs of teams across a wide range of disciplines including roadway, hydraulics/MS4, ecology, ITS, electrical, environmental, ROW and construction. Similar experience includes:

- **DeKalb County Transportation On-Call** including Panola Road Corridor Improvements, Linecrest Road Extension and Bridge
- **Cobb DOT** Skip Spann Connector over I-75, Concord Road Covered Bridge Rehabilitation, Wade Green at I-75 DDI, Atlanta Braves Ingress/Egress Parking Plans, Riverview Road Trail Concept Improvements, Suntrust Park Traffic Study
- **Town Center CID** South Barrett Reliever Phase 1, 2, 3, and 4 including realignments, intersection improvements, and three roundabouts

**Jody Peace, PE, PTOE – Discipline Lead
Traffic Engineering:**

Education: MSCE, Georgia Institute of Technology-Main Campus, 2008; BSCE, Georgia Institute of Technology-Main Campus, 2007; BS, Berry College, 2007
Registrations: Professional Engineer in GA, TN, FL; Professional Traffic Operations Engineer



Jody is a certified project manager with more than 11 years of experience in project management, transportation engineering, and transportation planning. His project management style includes a strong technical competency in travel demand modeling, traffic impact studies, corridor studies, and project development, as well as a thoughtful approach to the impacts state, federal, planning, and NEPA/GEPA requirements have on project delivery. Jody successfully manages internal and external resources to adequately staff projects for operational improvement services, on-call GDOT contracts, and multiple concurrent projects. He also has extensive experience coordinating with stakeholders such as GDOT, local agencies, contractors, developers, vendors and other consultants for successful execution of simple and complex project tasks. Similar experience includes:

- **DeKalb County Transportation On-Call** including Panola Road Corridor Improvements
- **GDOT** Statewide Operational On-Call Improvements, Atlanta Downtown Connector Study Traffic Operations and Modeling
- **Cobb DOT** Wade Green at I-75 DDI, Suntrust Park Traffic Study, Suntrust Park Area Transportation Study, Chastain Road Traffic Improvements, Canton Road Bridge Replacement
- **Town Center CID** South Barrett Reliever Traffic Studies

**Zach Handec, PE – Discipline Lead
Geotechnical (Accura):**

Education: BSCE, University of Mostar, Bosnia and Herzegovina, 1991
Registrations: Professional Engineer in GA; GSWCC Level II; LEED AP ND Registration; WECS GDOT Worksite Erosion Control Supervisor



Zach is a Senior Engineer with more than 25 years of civil engineering experience to include transportation improvements, water and wastewater development, stormwater and hydrology, utility coordination, inventory assessments, residential and commercial site development, project management, land surveying, photogrammetry and GIS. Engineering activities include planning, plan review, design, hydraulic analysis, cost estimating, checks for accuracy of plans, calculations and technical specifications, water and sewer modeling, construction documents and specification preparation, structural design and construction management and inspection. Similar project experience includes:

- **DeKalb County Park Drive Bridge Replacement:** Senior Engineer/Project Manager for bridge foundation investigation in accordance with GDOT. Prepared a written project report summarizing work, providing descriptions of subsurface conditions encountered, bridge foundation design recommendations, groundwater considerations, and discussing geotechnical related aspects of proposed construction. Field and laboratory test results and their interpretations were included.
- **DeKalb County Vickery Drive Wall Repair and Foundation Investigation:** Senior Engineer for geotechnical investigation related to failed retaining wall. The purpose of the Geotechnical Exploration was to determine the general type and condition of the subsurface materials in the undamaged and damaged area of the wall, determine the cause of the wall failure, and recommendations regarding options for repair of the failed area, alternative recommendations for repair and recommendations for wall foundation.
- **City of Cleveland SR 129/SR 115 Intersection Improvements:** Responsible for intersection Improvements project included addition of the deceleration lane, turn lane, taper, concrete island, striping, concrete sidewalks, relocation of existing utilities (water main), preparation of traffic control plan during construction period and the installation and maintenance of erosion control measures in accordance with latest GDOT Standards and Specifications and Utility Accommodation Manual. Project also included the coordination with existing utilities (sewer, electrical, gas and telephone). The Intersection Improvements project required preliminary design coordination with the City of Cleveland and GDOT to locate the proposed water main within a utility congested ROW.



Kristen Kasmire, PE – Discipline Lead Bridge/Structural
Education: MSCE, Georgia Institute of Technology, 2004; BSCE, Georgia Institute of Technology, 1996
Registrations: Professional Engineer in GA, FL

In Kristen Kasmire's 20-plus years of bridge experience, she has served as a Project Manager, Task Order (TO) Manager, and Bridge Design Lead. Kristen has worked on approximately 200 Georgia bridge projects developing a strong background in bridge design and a unique understanding of Georgia-specific requirements. She has successfully led multi-

disciplinary teams to deliver similar projects for both County DOTs and GDOT. She is an effective team leader who works closely with all discipline leads, clients, and project stakeholders to meet objectives and define priorities to deliver multiple, concurrent projects on schedule and budget. Kristen has a proven record of successfully delivering projects through open communication and proactive identification and mitigation of project challenges. Similar experience includes:

- **Panola Road at I-20 Preliminary Plans Bridge Lead** for interchange reconstruction including road widening, reconstruction of Panola Road overpass and I-20 ramps, installation of raised median and access management along Panola Road.
- **Encore Parkway Bridge and Streetscape** Engineer of Record for infrastructure improvement and beautification project with new bridge crossing over SR 400, as well as incorporating a multi-modal design to balance needs to cars, bicycles and pedestrians.
- **Cobb DOT New Chastain Road WB Bridge over Noonday Creek** for bridge replacement project with a 7-month design schedule from concept through final plans, including oversight of survey, roadway, bridge, bridge hydraulics, geotechnical and environmental disciplines
- **GDOT Bridge Bundle Replacements** to deliver survey, traffic, roadway and bridge design, geotechnical services, and environmental documents including four bridge replacements in D5 (McIntosh/Wayne/Long/Glynn Counties); replacing functionally obsolete and structurally deficient structures on state routes under GDOT's Bridge Replacement Program (Bulloch/Effingham/Evans Counties); as well as delivering 52 off-system bridge replacement projects on the FY16 and FY 17 Design-Build Bridge Replacements.

Dwonna Smith – Discipline Lead Land Acquisition Services (SRES):

Education: MS, Project Management, Keller Graduate School of Management of DeVry University, 1999; BS, Office Administration, Morris Brown College, 1981
Certifications: GDOT ROW Acquisition Training for Local Public Agencies, 2018; GDOT Title VI/ADA Combined Training, 2018; GDOT Local Administered Projects Manual Training, 2018
Professional Licenses: Real Estate Salesperson GA #1244206; Real Estate Appraiser GA # 302628



Dwonna has extensive experience in project management for local, state and government projects and 38 years as a licensed real estate salesperson. She manages the ROW department which specializes in the acquisition of property rights for transportation, greenspace, infrastructure projects involving the construction of roads, sewer lines, and bridges. She manages various types of capital improvement projects with a complete understanding of the ROW acquisition process from securing title reports to closing or condemnation. Dwonna prepares and provides fee quotes, projected project schedules, needed resources, and project risks and resolutions. She locates and inspects parcels on projects to estimate the cost of acquisition based on comparable sale data, prepares and submits cost estimates for approval, and conducts public information hearings/property owner meetings for proposed

roadway improvements and construction. Relevant experience includes:

- **MARTA GA 400 Transit Initiative** Assistant Project Manager to perform alignment impact analysis to identify and quantify the potential acquisitions and displacement properties that may occur due to the construction and implementation of the three (3) Build Alternatives, Heavy Rail Transit (HRT), Bus Rapid Transit in Exclusive Guideway (BRT in EG), and Bus Rapid Transit in Managed Lanes (BRT in ML).
- **City of Atlanta Bellwood Quarry** Assistant Project Manager/ Negotiator for developing the project schedule and milestones to construct a 30+ day emergency water supply for the City. Coordinated and requested ROW entries, surveys, title ownership reports and estimated fair market values to present offers to residential, commercial and railroad property owners for permanent subsurface easements.
- **Clayton County SPLOST for Aviation Boulevard Grade Separation and Conley Road/Aviation Boulevard Extension** Project Manager for the acquisition management of approximately 91 parcels with 5 relocations.

- of a segment of I-85 bridge damaged by fire over and near Piedmont Road. Responsible for all aspects of bridge deck construction from decking through final concrete placement.
- **GDOT FY16 Bridge Replacements Construction Manager** for projects covering 25 counties replacing substandard bridges for local municipalities and counties. Responsible for day-to-day operations of inspection personnel and inspections for construction of 25 bridges released in five batches.
- **GDOT D7 CEI Bridge Inspector** responsible for roadway and bridge construction inspection. Provided direction and training in inspection techniques and proper project document to staff.
- **Mitchell Street Bridge over Norfolk Southern Railway** Senior Bridge Inspector for project in downtown Atlanta to replace the substandard bridge over railway.

Key Staff Workload Commitment

All work is managed from our Atlanta office. We have adequate staff and personnel to meet all anticipated workload requirements. With 100+ transportation professionals in Atlanta, our planning, design, environmental and specialty discipline staff can expand or contract to meet schedule and technical assignments. The availability below identifies key personnel to be assigned to this contract.

Key Personnel	Role	% Availability
Matt McDow	Project Manager	50
Keith Golden	Project Advisor	20
Joe Leoni	QC/QA Team	50
Mike Peppers	QC/QA & Discipline Lead	40
Doug Tilt	QC/QA Team	20
Bonnie Bynum	QC/QA & Discipline Lead	40
James McNabb	QC/QA Team	20
Ty Denning	Discipline Lead	50
Jody Peace	Discipline Lead	40
Zach Handec	Discipline Lead	30
Kristen Kasmire	Discipline Lead	40
Dwonna Smith	Discipline Lead	50
Mario Lastaso	Discipline Lead	60



Mario Lastaso – Discipline Lead Construction Management/Inspection Services:

Education: BS, New Mexico Institute of Mining and Technology
Certifications: BNSF Railroad Worker Protection; OSHA 10-Hour Training Course;

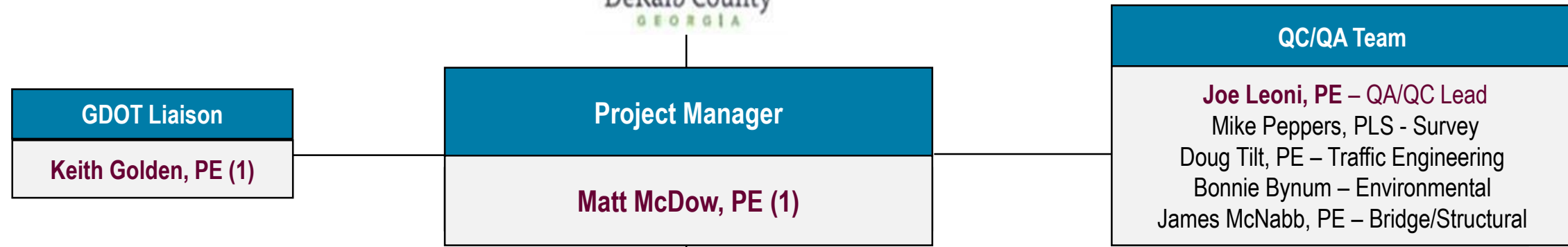
DM&E Railroad Worker Protection Flagging Certification; GDOT Field Concrete Technician; GDOT Worksite Erosion Control Supervisor; GSWCC Level 1A Certification

Mario has more than 19 years of construction management and inspection experience. He is very knowledgeable in all phases of roadway construction and is extremely proficient in structure construction requirements and techniques. Mario has worked for GDOT on statewide Design-Build (DB) Construction, Engineering & Inspection (CEI) and D7 CEI contracts. He has performed CEI services on major construction projects throughout the country. Similar construction management/inspection experience includes:

- GDOT I-85 Bridge Collapse Reconstruction Senior Bridge Inspector for project demolition and emergency replacement

Organizational Chart

Our team’s organization chart of all personnel including subconsultants is on the following page.



Transportation and Infrastructure Design	Environmental and Geotechnical	Bridge/Structural	Traffic Engineering	Land Acquisition	Land Surveying	Const Mgmt/Inspection	
<p>Discipline Lead: Ty Denning, PE (1)</p> <p>Roadway Engineers Jeff Clayton, PE (1) Shamindra Fernando, PE (1) Robert Askew, PE (1) Matt Crenshaw, PE (1) Mark Evans, PE (3) Patrick Hill, III, PE (3) Yasmin Moreno, PE (3)</p> <p>Roadway Support Curtis Dirton (1) Brian Webb (1) Dallas Duron (1) Deborah Mobula (1)</p> <p>Stormwater William Dial, PE (1) Amanda Check, PE (1) Kayla Fortner (1)</p> <p>Water/Sewer Hamilton Giles, PE (1) Benjamin Moss, PE (1) Samuel McIntosh, PE (3)</p> <p>Bicycle/Pedestrian Jack Cebe, RLA (1) Yue He (1)</p> <p>Streetscape/Architecture Jack Cebe, RLA (1) Yue He (1)</p> <p>Erosion/Sediment Ryan Graves, PE (1) Colin Sarratt, EIT (1) Madison Moss (1)</p>	<p>Environmental Lead: Bonnie Bynum (1)</p> <p>NEPA/GEPA Rhonda Tilt (1) Jillian Neupauer (1) Heather Edwards (4) Sharon Douglas, CM (3)</p> <p>Section 4(f) Robin Stevens (1)</p> <p>Ecology Melissa Rottenberg (1) Abby Donnelly (1) Danny Figueroa (1) Collin Lane (4)</p> <p>History David Adair (4) Katheryn Graff (4)</p> <p>Archaeology Jana Futch (4)</p> <p>Freshwater Aquatics Martin Melville (4)</p>	<p>Geotech Lead: Zach Handac (2)</p> <p>Geotechnical Ken Khanidokht, PE (2) Kenneth Fluker, PE (3)</p> <p>Soil/Foundation Survey Billy Rushema (2) Darryl Edler Jr (3)</p> <p>SUE DeMarcus Carson (2) David Young (2) Stan Hicks (4)</p> <p>HazWaste Site Assess Ken Khanidokht, PE (2) Billy Rushema, EIT (2)</p>	<p>Discipline Lead: Kristen Kasmire, PE (1)</p> <p>Structural Design Patrick Pecot, PE (1) Jason O'Daniels, PE (1) Ken Khanidokht, PE (2) Sean Garland, PE (5) Melissa Sanders, PE (5)</p> <p>Bridge Hydraulics William Dial, PE (1) Amanda Check, PE (1) Zach Handac, PE (2)</p> <p>Bridge Inspections James McNabb, PE (1)</p>	<p>Discipline Lead: Jody Peace PE (1)</p> <p>Traffic Engineering Jim Tolson, PE (1) Jonathan Wallace, PE (1)</p> <p>Traffic Modeling Kate Picklesimer, RSP (1) Reza Taromi, PE, PTOE (1) Jaap Tiggeler, PE (1)</p> <p>Signal Design Vamshi Mudumba, PE (1) Julianne Sims (1) Ellie Black (1)</p> <p>Signing/Marking Luiz Velasquez, PE (1) Chuck Fisher (1)</p> <p>Air/Noise Quality Luiz Velasquez, PE (1) Shu Doi (1) Josh Earhart (4)</p>	<p>Discipline Lead: Dwonna Smith (6)</p> <p>Land Acquisition Pamela Smith (6) Cosmo Clark (6)</p> <p>ROW Staking Lance Dutra (1) Mark Anderson (1)</p> <p>Plat Preparation Mike Peppers(1) Lance Dutra (1)</p>	<p>Discipline Lead: Mike Peppers, PLS (1)</p> <p>Land Survey Lance Dutra (1) Gary Jessemer (1) Ron Pate, RLS (2) Erick Smith (3)</p> <p>Survey Crew Chiefs Mark Anderson (1) Scott Mills (1) George Angel (2) Chester Slaughter (3) Don Foon (3)</p> <p>Survey Instrument Operator Job Curington (2) Jason Martin (2) Roger Turner (3)</p> <p>GIS Mapping Pete Estes, GISP (1) Ryan Anderson (1)</p>	<p>Discipline Lead: Mario Lataso (1)</p> <p>Construction Management Tony Bradley, PE (1) James Skelly (1) Jeffrey Simmons (3)</p> <p>Construction Engineers Sean Nixon (2) Trey Reeves (2) Kassahun Girmay, PE (3)</p> <p>CEI Technicians Joseph Cookery (2) David Kazwah (2) Kassahun Girmay, PE (3) Ben Washington (3)</p>

Specialty Services As Needed Across Disciplines

<p>Transportation Planning Jasper de Lange (1) Cara Vojdani, AICP (1) Shane Blatt, AICP (1)</p>	<p>Public Involvement Julie Price, AICP (1)</p>	<p>Value Engineering Joe Leoni, PE (1)</p>	<p>Digital Innovation Ashwini Jain (1) Megan Klar (1) Ellie Black (1)</p>	<p>Design Visualization James Taylor (1) Lisa Ammerman (1)</p>	<p>Lighting Karen Trowell, PE (1)</p>	<p>Utility Coordination Andy Rikard (1) Zach Handac, PE (2)</p>	<p>Railroad Coordination Joseph Schofield (1)</p>	<p>Cost Estimation Reddy Gunda (1)</p>	<p>Scheduling Antonio Gantt (1)</p>
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ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2018 and 2017

(With Report of Independent Auditors Thereon)



Report of Independent Auditors

The Board of Directors
ARCADIS U.S., INC.:

We have audited the accompanying consolidated financial statements of ARCADIS U.S., INC. and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of comprehensive income, stockholder’s equity, and cash flows for the years then ended.

Management’s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly in all material respects, the financial position of ARCADIS U.S., INC. and its subsidiaries as of December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

P.
PricewaterhouseCoopers LLP

May 21, 2019

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2018 and 2017

(Dollar amounts in thousands)

Assets	2018	2017
Current assets:		
Cash and cash equivalents	\$ 27,163	25,746
Accounts receivable, net	355,512	336,182
Related-party receivables	220,772	305,361
Other current assets	9,782	12,462
Total current assets	613,229	679,751
Property and equipment, net	33,126	28,996
Goodwill and intangible assets	285,993	286,902
Other assets	13,411	16,974
Total assets	\$ 945,759	1,012,623
Liabilities and Stockholder's Equity		
Current liabilities:		
Accounts payable	\$ 116,288	112,535
Accrued expenses	93,873	70,960
Related-party payables	134,878	126,556
Related party - Income taxes payable	66,369	63,967
Deferred revenue	5,567	1,944
Billings in excess of cost	57,733	54,991
Other current liabilities	3,353	2,038
Total current liabilities	478,061	432,991
Deferred revenue	—	1,028
Deferred compensation	12,577	16,059
Deferred tax liabilities	30,130	29,663
Other liabilities	4,310	8,697
Total liabilities	525,078	488,438
Commitments and contingencies (notes 6 and 12)	—	—
Stockholder's equity:		
Preferred stock, \$0.01 par value. Authorized, 1,000 shares; none issued	—	—
Common stock, \$0.01 par value. Authorized, 9,000 shares; issued 387 shares	—	—
Additional paid-in capital	371,017	371,012
Retained earnings	49,664	153,173
Total stockholder's equity	420,681	524,185
	\$ 945,759	1,012,623

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

	<u>2018</u>	<u>2017</u>
Gross revenue	\$ 1,254,703	1,163,757
Less outside services, at cost	<u>477,922</u>	<u>436,577</u>
Net revenue from services	776,781	727,180
Personnel costs	579,561	541,395
Other operating expenses	135,410	125,271
Depreciation and amortization expense	<u>11,172</u>	<u>11,288</u>
Income from operations	50,638	49,226
Other income (expense):		
Interest income	4,564	2,117
Interest expense	<u>(4,931)</u>	<u>(6,647)</u>
Income from operations before provision for income taxes	50,271	44,696
Provision/(Benefit) for income taxes	<u>7,780</u>	<u>(5,262)</u>
Net income	<u>\$ 42,491</u>	<u>49,958</u>

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Stockholder's Equity

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

	Common stock		Additional paid-in capital	Retained earnings	Total
	Shares	Amount			
Balances at December 31, 2016	387	\$ —	\$ 371,075	\$ 121,215	\$ 492,290
Net income	—	—	—	49,958	49,958
Dividends	—	—	—	(18,000)	(18,000)
Stock exercises and excess tax benefit	—	—	(63)	—	(63)
Balances at December 31, 2017	387	—	371,012	153,173	524,185
Net income	—	—	—	42,491	42,491
Dividends	—	—	—	(146,000)	(146,000)
Stock exercises and excess tax benefit	—	—	5	—	5
Balances at December 31, 2018	387	\$ —	\$ 371,017	\$ 49,664	\$ 420,681

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

	<u>2018</u>	<u>2017</u>
Cash flows provided by operating activities:		
Net income	\$ 42,491	49,958
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Allowance on receivables	4,479	2,433
Depreciation and amortization	11,172	11,288
Deferred income taxes	467	(15,854)
Changes in assets and liabilities:		
Receivables	(24,220)	(18,787)
Other current assets	2,680	1,371
Other assets	3,563	1,468
Accounts payable	(21,776)	24,533
Accrued expenses	20,533	688
Billings in excess of cost	2,742	4,488
Income taxes payable	2,407	9,819
Deferred revenue	2,595	683
Deferred compensation	(3,482)	(1,469)
Other liabilities	(1,127)	1,408
Net cash provided by operating activities	<u>42,524</u>	<u>72,027</u>
Cash flows from investing activities:		
Capital expenditures	(12,237)	(7,992)
Proceeds from sale of property and equipment	224	79
Payments for acquisitions, net of cash received	(1,945)	(8,481)
ARCADIS cash pooling arrangement	85,000	(23,000)
Net cash provided by / (used in) investing activities	<u>71,042</u>	<u>(39,394)</u>
Cash flows from financing activity:		
Payment of dividends	(21,000)	(18,000)
Payment on Intercompany Loan	(91,149)	—
Net cash used in financing activity	<u>(112,149)</u>	<u>(18,000)</u>
Net increase in cash and cash equivalents	1,417	14,633
Cash and cash equivalents, beginning of year	<u>25,746</u>	<u>11,113</u>
Cash and cash equivalents, end of year	\$ <u>27,163</u>	<u>25,746</u>
Non-cash investing and financing activities:		
Leasehold improvements paid by landlord	\$ <u>2,380</u>	<u>3,380</u>

See accompanying notes to consolidated financial statements.

(1) Business and Summary of Significant Accounting Policies**(a) Description of Business**

ARCADIS U.S., INC. and subsidiaries (the Company) provide a full spectrum of consulting, engineering, and contracting services in the public and private business sectors. The majority of the Company's revenue is generated in the United States. The Company is owned by ARCADIS North America, a Colorado general partnership (ANA). ANA is owned by ARCADIS N.V. (ARCADIS) and ARCADIS USA B.V. (a wholly owned subsidiary of ARCADIS). The Company is part of the ARCADIS group of companies. ARCADIS is a global environmental, water, infrastructure, and buildings firm based in the Netherlands. ARCADIS stock is traded on the Amsterdam Exchange.

(b) Principles of Consolidation and Intercompany Charges

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and those entities that the Company controls. The Company considers an entity to be under its control if it manages day-to-day operations or controls the activities that most significantly impact the entity's economic performance. All significant intercompany balances and transactions have been eliminated.

(c) Cash and Cash Equivalents

Cash equivalents include highly liquid short-term investments with original maturities of three months or less, readily convertible to known amounts of cash. The Company's policy is to invest cash in excess of operating requirements in highly liquid investments under the ARCADIS Cash Pooling Agreement.

Under the ARCADIS Cash Pooling Agreement, amounts the Company has deposited into its short-term investment account can be used to satisfy obligations of each other debtor (other ARCADIS Companies) under the agreements. As of December 31, 2018 and 2017, the Company had approximately \$9,882,000 and \$4,274,000, respectively, deposited into the account, which is classified as cash and cash equivalents in the accompanying consolidated balance sheets.

The cash and cash equivalents are exposed to concentrations of credit risk. The Company invests cash with high-credit quality institutions. Cash balances invested in money market accounts are not insured and cash balances held at banks may exceed the amount covered by Federal Depository Insurance. The Company has not realized any losses in such investments or accounts and believes that the Company is not exposed to any significant credit risk.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(d) Revenue and Cost Recognition

Revenue is generally recognized as services are rendered. Revenue from fixed fee contracts is recognized on the percentage of completion method, measured generally by estimating the status of completion of the project and recognizing the related estimated percentage of revenue and gross profit expected from the project. Revenue from cost-plus contracts is recognized as costs are incurred plus applicable fees. Revenue from time-and-material contracts is recognized at contract rates as work is performed and material costs are incurred. Revenue is recognized on additional services requested by clients for whom a formal change order has not been obtained when the realization is probable, and the amount can be reasonably estimated. Provisions for estimated losses on uncompleted contracts are recorded in the period when identified.

Gross revenue represents amounts billed and to be billed to clients. All direct subcontractor costs are recognized as outside services costs, which are deducted from gross revenue to arrive at net revenue in the consolidated statement of comprehensive income.

Unbilled fees, at estimated billable amounts, represent revenue recognized for which billings had not yet been presented to customers. Billings in excess of costs represent the excess of billings to date in excess of revenues recognized on contracts in progress. Deferred revenue represents cash collected in advance of billings.

Under contracts with the U.S. government and certain other government entities, contract costs, including indirect costs, are subject to audit by and adjustments by negotiations with government representatives. Revenue is recorded in amounts expected to be realized on final settlement of any such audits.

(e) Use of Estimates in Preparation of Financial Statements

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include accounting for long-term contracts, valuation of receivables, and determination of fair values of assets and liabilities acquired during a business combination. Actual results could differ from those estimates.

(f) Accounts Receivable

Accounts receivable includes billed receivables, unbilled receivables and retainage. Billed receivables are recorded at the invoiced amount and do not bear interest. Unbilled receivables represent reimbursable costs and amounts earned and reimbursable under contracts in progress. Retainage represents amounts withheld from progress billings by customers and may not be paid until the completion of a project and, in some instances, longer. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience and evaluation of specific past-due balances. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(g) Business Combinations

The Company accounts for business combinations using the purchase method. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed on the basis of their fair values at the date of acquisition. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets is allocated to goodwill. The transaction costs associated with business combinations are expensed as incurred.

(h) Goodwill and Intangible Assets

Goodwill represents the excess of costs over fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually. The Company reviews the fair value of the Company’s reporting units compared to its carrying value (including goodwill). The Company performs a qualitative assessment of goodwill analyzing whether it is more likely than not that the fair value of its reporting units are less than the carrying amounts. If we determine that an impairment is more likely than not, we are then required to perform a quantitative impairment test, otherwise no further analysis is required. If the fair value of the reporting unit is less than its carrying value, an indication of goodwill impairment exists. An impairment loss is recognized for any excess of the carrying amount of the reporting unit’s goodwill over the implied fair value of that goodwill. Intangible assets with estimable useful lives, ranging from one to ten years, are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment along with the Company’s long-lived assets (note 1(j)). No impairments were recorded for the years ended December 31, 2018 and 2017.

(i) Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed for financial purposes on the straight-line method, while accelerated methods are used, where applicable, for tax purposes. Leasehold improvements are amortized over the shorter of the life of the related asset or the life of the lease. The costs of additions and improvements are capitalized and expenditures for repairs and maintenance are expensed as incurred. The costs and accumulated depreciation applicable to assets retired or otherwise disposed of are removed from the asset accounts and any gain or loss is included in the consolidated statements of operations. The following estimated useful lives are used for financial statement purposes:

Office equipment, furniture, and fixtures	3 – 8 years
Field equipment	3 – 7 years
Leasehold improvements	1 – 12 years

The Company leases various property and equipment. Leased property that meets certain criteria, as required by accounting standards, is capitalized and the present value of the related lease payments is recorded as a liability. All other leases are accounted for as operating leases and the related payments are expensed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life. Amortization of assets under capital leases is computed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(j) Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset less costs to sell. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary. No impairments were recorded for the years ended December 31, 2018 and 2017.

(k) Income Taxes

The Company is included in the consolidated tax return of ANA. The provision for income taxes are calculated by using a “separate return” method. Under this method, the Company is assumed to file a separate return with the tax authority, thereby reporting taxable income or loss and paying the applicable tax to or receiving the appropriate refund from ANA. The current provision is the amount of tax payable or refundable on the basis of a hypothetical, current-year separate return. Deferred tax assets and liabilities are recognized for the hypothetical future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

(l) Share-based Compensation

The Company participates in ARCADIS’s share-based incentive plans. The fair value of the share-based compensations at grant date under the ARCADIS long-term incentive plan is cross-charged to the Company on a quarterly basis, in the year of the grant. The Company records the compensation expense on a straight-line basis over the vesting period.

The tax benefit of Nonqualified Stock Options (NSOs) is recognized in the period in which the option is exercised. The tax benefit of Incentive Stock Options (ISOs) is recognized in the period the options are sold provided the option holder sells the exercised shares within 12 months of exercising the ISO.

(m) Financial Instruments

The recorded values of cash and cash equivalents, accounts receivable, related-party receivables, other current assets, accounts payable, and accrued expenses approximate fair values because of the short maturity of these instruments.

New Accounting Pronouncements

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended by multiple standards updates. The pronouncement established a principles-based model that provides a single framework for recognizing revenue from contracts with customers. This guidance is effective for the Company for its annual period beginning January 1, 2019, with early adoption permitted for the annual reporting period beginning January 1, 2017. The Company is currently evaluating the potential impact of this guidance.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires entities that lease assets to recognize, on the balance sheet, the assets and liabilities for the rights and obligations created by those leases. This ASU will replace most existing leasing guidance in U.S. generally-accepted accounting principles when it becomes effective. This guidance is effective for the Company for its annual period beginning January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and expects the new guidance to significantly increase the reported assets and liabilities on its consolidated balance sheets.

Stock-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which makes several modifications to the accounting for employee share-based payment transactions, including the requirement to recognize the income tax effects of awards that vest or settle as income tax expense. This guidance also clarifies the presentation of certain components of share-based awards in the statement of cash flows. This guidance is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual periods, and early adoption is permitted. Adoption of this ASU did not have a material effect on the Company's financial statements.

(2) Revision of Previously Issued Consolidated Financial Statements

In connection with the preparation of the Company's consolidated financial statements for the year ended December 31, 2018, the Company identified that it did not record certain unbilled receivables and related payables for subcontractors in the Company's previously issued consolidated financial statements as of and for the year ended December 31, 2017. The Company has concluded that the items were not material to any of its previously issued consolidated financial statements. However, the Company revised its consolidated financial statements as of and for the year ended December 31, 2018, to correct these immaterial items.

The following table summarizes the impact of the revision on our previously issued consolidated balance sheet as of the year ended December 31, 2017:

ARCADIS U.S., INC. AND SUBSIDIARIES

Item XIII. c.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

	31-Dec-17		
	<u>As Reported</u>	<u>Adjustments</u>	<u>As Revised</u>
	(in thousands)		
Assets			
Current assets			
Accounts receivables, net	\$ 313,249	\$ 22,933	\$ 336,182
Total current assets	<u>656,818</u>	<u>22,933</u>	<u>679,751</u>
Total assets	<u>\$ 989,690</u>	<u>\$ 22,933</u>	<u>\$ 1,012,623</u>
Liabilities and Stockholder's Equity			
Current Liabilities			
Accounts payable	\$ 89,602	\$ 22,933	\$ 112,535
Total current liabilities	<u>410,058</u>	<u>22,933</u>	<u>432,991</u>
Stockholder's equity			
Retained earnings	<u>465,505</u>	-	<u>465,505</u>
Total stockholder's equity	<u>524,185</u>	<u>-</u>	<u>524,185</u>
Total liabilities and stockholder's equity	<u>\$ 989,690</u>	<u>\$ 22,933</u>	<u>\$ 1,012,623</u>

The table in Footnote 3 was also updated to reflect the revision to accounts receivables noted above.

(3) Accounts Receivable

Accounts receivable, including retainage of \$4,987,000 and \$3,476,000 in 2018 and 2017, respectively, consisted of the following at December 31, 2018 and 2017 (amounts in thousands):

	<u>2018</u>	<u>2017</u>
Accounts receivable, including retainages	\$ 217,575	188,238
Unbilled receivables at estimated billable amounts	<u>149,117</u>	<u>154,728</u>
Total	366,692	342,966
Less allowance for doubtful accounts	<u>11,180</u>	<u>6,784</u>
	<u>\$ 355,512</u>	<u>336,182</u>

For certain larger and long-term contracts, the Company requires a portion of the contract value be deposited in an escrow account. As of December 31, 2018 and 2017, amounts deposited in escrow, which the Company does not have ownership of or control over and are not recorded in the accompanying consolidated balance sheets, were approximately \$6,279,000 and \$6,563,000, respectively.

(4) Fair Value Measurements

The Company determines the fair values of the financial instruments based on inputs or assumptions that market participants would use in pricing an asset or liability. Instruments are categorized using a valuation hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Included in other assets are deferral amounts related to the Company’s executive deferral plan, see note 8(b). Assets held in this plan are measured using unadjusted quoted market prices in active markets (Level 1). There were no transfers between fair values hierarchy levels in 2018 and 2017.

(5) Property and Equipment

Property and equipment consisted of the following at December 31, 2018 and 2017 (amounts in thousands):

	<u>2018</u>	<u>2017</u>
Office equipment, furniture, and fixtures	\$ 60,883	56,530
Field equipment	11,601	9,629
Leasehold improvements	<u>28,822</u>	<u>22,311</u>
Total cost	101,306	88,470
Less accumulated depreciation and amortization	<u>68,180</u>	<u>59,474</u>
	<u>\$ 33,126</u>	<u>28,996</u>

(6) Leases

The Company is obligated under noncancelable operating leases covering its office space, vehicles, and office equipment. Future minimum annual lease payments under operating leases at December 31, 2018 are as follows (amounts in thousands):

Year ending December 31:	
2019	\$ 22,890
2020	19,437
2021	14,349
2022	7,611
2023 and thereafter	<u>8,735</u>
	<u>\$ 73,022</u>

Rent expense was approximately \$19,686,000 and \$22,670,000 for the years ended December 31, 2018 and 2017, respectively, and was recorded in other operating expenses on the consolidated statements of comprehensive income.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(7) **Income Taxes**

Income tax expense from operations consisted of the following for the years ended December 31, 2018 and 2017 (amounts in thousands):

	<u>2018</u>	<u>2017</u>
Current:		
Federal	\$ 6,434	7,051
State	879	3,677
	<u>7,313</u>	<u>10,728</u>
Deferred:		
Federal	346	(15,762)
State	121	(228)
	<u>467</u>	<u>(15,990)</u>
	<u>\$ 7,780</u>	<u>(5,262)</u>

Income tax expense for the years ended December 31, 2018 and 2017 is computed by applying the federal statutory rate of 21% and 35%, respectively, to income from operations before provision for income taxes as follows (amounts in thousands):

	<u>2018</u>	<u>2017</u>
Computed at federal statutory rate	\$ 10,557	15,644
State income taxes, net of federal benefit	2,705	1,979
Tax credits, deduction for tax purposes	(5,327)	(10,554)
Nondeductible expenses	(155)	2,339
Change in tax rate	—	(14,670)
	<u>\$ 7,780</u>	<u>(5,262)</u>

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2018 and 2017 are as follows (amounts in thousands):

	<u>2018</u>	<u>2017</u>
Deferred tax assets (liabilities):		
Allowance for doubtful accounts	\$ 2,949	1,790
Deferred compensation	2,990	3,909
Accrued expense and other	9,507	10,464
Unbilled services	(14,714)	(20,231)
Depreciation	(2,935)	(1,215)
Goodwill and intangible assets	(27,927)	(24,380)
Net deferred tax liability	<u>\$ (30,130)</u>	<u>(29,663)</u>

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

For the years ended December 31, 2018 and 2017, the Company recognized a tax benefit of approximately \$(5,000) and \$(63,000), respectively, related to NSOs, including disqualified dispositions of ISOs. This amount was recorded as a reduction to income taxes payable with a corresponding credit to additional paid-in capital.

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (“TCJA”) was enacted. Among other things, the TCJA, beginning January 1, 2018, reduced the federal statutory rate from 35% to 21% and extended bonus depreciation provisions. In addition, the application of net operating loss carryforwards generated in 2018 and beyond will be limited, 100% asset expensing will be allowed through 2022 and begin to phase out in 2023, and the amount of interest expense we are able to deduct may also be limited in future years. As a result of the enactment of TCJA and other state effective rate changes, we reduced the carrying value of our net deferred tax liability at December 31, 2017 by \$14.7 million to reflect the revised federal statutory rate which will be in effect at the time those deferred tax assets are expected to be realized. Effective for tax years beginning after December 31, 2017, new Section 451(b) all events test amends IRC §451 to require accrual method taxpayers to recognize income for tax purposes no later than the year in which revenue is recognized for book purposes; as such, the company’s deferred tax liability for unbilled revenue will be recognized ratably over the next four years.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods, which the deferred tax assets are deductible, and the scheduled reversal of timing differences, management believes it is more likely than not the Company will realize the benefits of these deductible differences.

As of December 31, 2018, the Company had \$8,623,000 of unrecognized tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12 month period from the balance sheet date. With the normal closures of statutes of limitations, the Company anticipates that the amount of unrecognized tax benefits will not materially change within the next 12 months. With limited exceptions, the Company is no longer subject to U.S. (including federal, state, and local) or non-U.S. income tax examinations by tax authorities for years before fiscal year 2015.

The Company files consolidated federal and state income tax returns. Periodically, the Company is subject to tax examinations however, such examinations are not anticipated to result in a material change to its financial position.

(8) Employee Benefit Plan**(a) Retirement Savings Plan**

The Company maintains a contributory retirement savings plan for substantially all employees under Section 401(k) of the Internal Revenue Code. Under this plan, the Company provides a matching contribution in addition to employee’s contributions up to a maximum of 4% of the employee’s annual base compensation.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Contributions under this plan for the years ended December 31, 2018 and 2017 totaled approximately \$17,225,000 and \$16,568,000, respectively.

(b) *Deferred Compensation*

The Company has an executive deferral plan (the Plan). Under the Plan, participants, as determined by the Company's CEO, may defer annual amounts, which are computed as a percentage of the participant's compensation. These amounts plus investment earnings, as defined, are held in an investment account and will be paid to the participant, generally upon leaving the Company for retirement or other reasons as defined by the Plan. At December 31, 2018 and 2017, approximately \$12,577,000 and \$16,059,000, respectively, is included in the investment account, which is included in other assets in the accompanying consolidated balance sheets. The associated liability of approximately the same amount is recorded as deferred compensation liability in the accompanying consolidated balance sheets.

(c) *Share-based Compensation*

ARCADIS maintains a long-term incentive plan (2014 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards, and restricted share unit awards (RSU) to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2014 Plan is 10,000,000. In 2018 and 2017, shares under the LTIP were solely granted in the form of RSUs. Share-based compensation cost from the 2014 plan included in income from operations amounted to \$1,988,000 and \$2,045,000 for the years ended December 31, 2018 and 2017, respectively. Total remaining compensation costs related to RSUs outstanding at December 31, 2018 was \$2,620,000. Such cost is expected to be recognized over a weighted average period of 1.7 years.

ARCADIS maintains a long-term incentive plan (2010 Plan), which provides for the issuance of ISOs, stock appreciation rights, restricted share awards, and RSUs to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2010 Plan is 10,000,000. As of December 31, 2018 and 2017, employees of the Company held options to purchase approximately 319,000 and 378,000 shares, respectively, of ARCADIS common stock, of which all were vested.

ARCADIS maintains a long-term incentive plan (2005 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2005 Plan is 7,500,000 with an annual maximum of 1,800,000 shares. As of December 31, 2018 and 2017, employees of the Company held options to purchase approximately 211,000 and 262,000 shares, respectively, of ARCADIS common stock, of which all were vested.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

The following summarizes stock option activity for the years ended December 31, 2018 and 2017:

	<u>options</u>	<u>price</u>	<u>term (years)</u>
Balance at December 31, 2016	1,064,000	\$ 20.86	3.36
Exercised	(265,000)	18.97	—
Canceled/transferred	<u>(158,000)</u>	25.56	—
Balance at December 31, 2017	641,000	20.48	3.02
Exercised	(63,000)	19.41	
Canceled/transferred	<u>(48,000)</u>	20.23	
Balance at December 31, 2018	<u>530,000</u>	20.63	2.08

The total intrinsic value of options exercised during the years ended December 31, 2018 and 2017 was \$208,000 and \$1,542,000, respectively.

(9) Goodwill and Other Intangible Assets

(a) Amortizable Intangible Assets

	<u>December 31, 2018</u>		<u>December 31, 2017</u>	
	<u>Gross carrying amount</u>	<u>Accumulated amortization</u>	<u>Gross carrying amount</u>	<u>Accumulated amortization</u>
Intangible Assets	\$ 12,754,000	<u>(11,973,000)</u>	<u>12,754,000</u>	<u>(11,064,000)</u>

Aggregate amortization expense for amortizing intangible assets was \$909,000 and \$624,000 for the years ended December 31, 2018 and 2017, respectively. Estimated amortization expense for the next five years is: \$781,000 in 2019.

(b) Goodwill

The carrying amount of goodwill as of December 31, 2018 and 2017 was \$285,212,000.

(10) Acquisitions

On July 26, 2017, the Company acquired all of the issued share capital of E2 ManageTech, Inc. (E2). E2 is a globally recognized Environmental Management Information Systems (EMIS) implementation firm. As a result of the acquisition, the Company expanded its existing EMIS business adding critical capabilities to be top EMIS provider and to scale to a market leading position. The aggregate cost of E2 was approximately \$15,274,000, including deferred payments of \$6,000,000. The deferred payment represents additional acquisition consideration based on certain performance targets over a three-year period through March 1, 2020. The purchase resulted in goodwill of approximately \$12,028,000, which was assigned to the environment management reporting unit. The goodwill is deductible for tax purposes.

ARCADIS U.S., INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Following is a summary of the estimated fair values of the assets acquired and the liabilities assumed as of the date of acquisition (amounts in thousands):

Cash	\$	793
Accounts receivable, net		2,856
Property and equipment		63
Goodwill		12,028
Intangible assets		1,890
Other assets		98
		<hr/>
Total assets acquired		17,728
		<hr/>
Accounts payable and accrued expenses		2,447
Other liabilities		6,007
		<hr/>
Total liabilities assumed		8,454
		<hr/>
Net assets acquired	\$	<u>9,274</u>

(11) Supplemental Cash Flow Information

Approximately \$4,981,000 and \$6,647,000, respectively, was paid for interest during 2018 and 2017. Cash paid for income taxes, net of refunds received, was approximately \$4,044,000 in 2018 and \$167,000 in 2017.

The Company declared a special dividend of \$125,000,000 in December 2018 which was paid in Q1 2019.

(12) Commitments and Contingencies

The Company is contingently liable for commitments and performance guarantees arising from its contracts. Certain fixed price contracts include a contractual requirement that the Company remediate contaminated soil and/or ground water to levels acceptable by the cognizant regulatory agency. Some of our contracts require us to provide surety bonds to support the Company’s project execution commitments.

The Company, in the ordinary course of its business, has been named as a party to litigation and has been advised of claims and possible assertions arising from work it performed. Management believes that, based upon analysis of the facts underlying these matters and upon opinions of in-house and outside counsel, the outcome of such claims, litigation, and assertions will not have a material adverse effect on the Company’s consolidated financial position, results of operations, or liquidity.

(13) Related Parties

The Company has a short-term receivable from its parent related to the ARCADIS cash pooling agreement. Under the agreement, short-term deposits are transferred to ARCADIS and are generally settled in less than 30 days. As of December 31, 2018 and 2017, the Company had approximately \$215,000,000 and \$300,000,000, respectively, receivable from its parent, which is classified in related-party receivables in the accompanying consolidated balance sheets.

As of December 31, 2017, the Company had an outstanding loan with its parent in the amount of approximately \$91,149,000. This amount was paid back in 2018. The interest rate on the loan was 7% per

ARCADIS U.S., INC. AND SUBSIDIARIES

Item XIII. c.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

annum, payable quarterly in arrears. This amount is classified in related-party payables in the accompanying consolidated balance sheet.

ARCADIS charges the Company an HQ support service fee and royalty fee. During the years ended December 31, 2018 and 2017, total ARCADIS charges were approximately \$31,762,000 and \$21,765,000, respectively, and are classified in other operating expenses in the accompanying consolidated statements of comprehensive income.

The Company enters into transaction on an arm's length basis with ARCADIS and its subsidiaries which comprise of operational project related transactions and other transactions in the normal course of business activities. For the years ended December 31, 2018 and 2017, the company recognized revenue from affiliates of approximately \$5,815,000 and \$5,870,000, respectively, and incurred expenses with affiliates of approximately \$12,145,000 and \$8,487,000, respectively.

(14) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through May 21, 2019, the date at which the consolidated financial statements were available to be issued, and determined there were no items to disclose.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2017 and 2016

(With Independent Auditors' Report Thereon)



Report of Independent Auditors

The Board of Directors
ARCADIS U.S., INC.:

We have audited the accompanying consolidated financial statements of ARCADIS U.S., INC. and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of comprehensive income, stockholder’s equity, and cash flows for the years then ended.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of ARCADIS U.S., INC. and its subsidiaries as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

P.
PricewaterhouseCoopers LLP

April 9, 2018

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2017 and 2016

(Dollar amounts in thousands)

Assets	2017	2016
Current assets:		
Cash and cash equivalents	\$ 25,746	11,113
Accounts receivable, net	313,249	315,577
Related-party receivables	305,361	283,756
Other current assets	12,462	13,766
Total current assets	656,818	624,212
Property and equipment, net	28,996	28,304
Goodwill and intangible assets	286,902	273,608
Other assets	16,974	18,411
Total assets	\$ 989,690	944,535
Liabilities and Stockholder's Equity		
Current liabilities:		
Accounts payable	\$ 89,602	106,755
Accrued expenses	70,960	65,333
Related-party payables	126,556	16,373
Related party - Income taxes payable	63,967	54,071
Deferred revenue	1,944	902
Billings in excess of cost	54,991	50,503
Other current liabilities	2,038	750
Total current liabilities	410,058	294,687
Deferred revenue	1,028	670
Deferred compensation	16,059	17,528
Related-party payables	—	91,149
Deferred tax liabilities	29,663	45,657
Other liabilities	8,697	2,554
Total liabilities	465,505	452,245
Commitments and contingencies (notes 5 and 10)	—	—
Stockholder's equity:		
Preferred stock, \$0.01 par value. Authorized, 1,000 shares; none issued	—	—
Common stock, \$0.01 par value. Authorized, 9,000 shares; issued 387 shares	—	—
Additional paid-in capital	371,012	371,075
Retained earnings	153,173	121,215
Accumulated other comprehensive loss – foreign currency translation adjustment	—	—
Total stockholder's equity	524,185	492,290
	\$ 989,690	944,535

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	<u>2017</u>	<u>2016</u>
Gross revenue	\$ 1,163,757	1,176,857
Less outside services, at cost	<u>436,577</u>	<u>468,014</u>
Net revenue from services	727,180	708,843
Personnel costs	541,395	530,586
Other operating expenses	125,271	128,075
Depreciation and amortization expense	<u>11,288</u>	<u>10,473</u>
Income from operations	49,226	39,709
Other income (expense):		
Interest income	2,117	662
Interest expense	<u>(6,647)</u>	<u>(6,810)</u>
Income from operations before provision for income taxes	44,696	33,561
Provision/(Benefit) for income taxes	<u>(5,262)</u>	<u>13,935</u>
Net income	49,958	19,626
Other comprehensive income, net of tax:		
Foreign currency translation adjustments	<u>—</u>	<u>339</u>
Net comprehensive income	<u>\$ 49,958</u>	<u>19,965</u>

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Stockholder's Equity

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	Common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Total
	Shares	Amount				
Balances at December 31, 2015	387	\$ —	371,044	120,589	(339)	491,294
Net income	—	—	—	19,626	—	19,626
Foreign currency translation adjustment	—	—	—	—	339	339
Cash dividends	—	—	—	(19,000)	—	(19,000)
Stock exercises and excess tax benefit	—	—	31	—	—	31
Balances at December 31, 2016	387	—	371,075	121,215	—	492,290
Net income	—	—	—	49,958	—	49,958
Cash dividends	—	—	—	(18,000)	—	(18,000)
Stock exercises and excess tax benefit	—	—	(63)	—	—	(63)
Balances at December 31, 2017	387	\$ —	371,012	153,173	—	524,185

See accompanying notes to consolidated financial statements.

ARCADIS U.S., INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	<u>2017</u>	<u>2016</u>
Cash flows provided by operating activities:		
Net income	\$ 49,958	19,626
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Allowance on receivables	2,433	536
Depreciation and amortization	11,288	10,473
Deferred income taxes	(15,854)	10,251
Stock-based compensation expense	—	73
Changes in assets and liabilities:		
Receivables	4,146	4,156
Other current assets	1,371	(339)
Other assets	1,468	2,659
Accounts payable	1,600	(21,249)
Accrued expenses	688	(1,104)
Billings in excess of cost	4,488	11,508
Income taxes payable	9,819	(948)
Deferred revenue	683	(661)
Deferred compensation	(1,469)	(2,477)
Other liabilities	1,408	838
Net cash provided by operating activities	<u>72,027</u>	<u>33,342</u>
Cash flows from investing activities:		
Capital expenditures	(7,992)	(11,041)
Proceeds from sale of property and equipment	79	148
Payments for acquisitions, net of cash received	(8,481)	—
ARCADIS cash pooling arrangement	(23,000)	(282,242)
Net cash used in investing activities	<u>(39,394)</u>	<u>(293,135)</u>
Cash flows from financing activity:		
Payment of dividends	(18,000)	(19,000)
Net cash used in financing activity	<u>(18,000)</u>	<u>(19,000)</u>
Effect of exchange rate changes on cash	—	339
Net increase (decrease) in cash and cash equivalents	14,633	(278,454)
Cash and cash equivalents, beginning of year	11,113	289,567
Cash and cash equivalents, end of year	\$ <u>25,746</u>	<u>11,113</u>

See accompanying notes to consolidated financial statements.

(1) Business and Summary of Significant Accounting Policies**(a) Description of Business**

ARCADIS U.S., INC. and subsidiaries (the Company) provide a full spectrum of consulting, engineering, and contracting services in the public and private business sectors. The majority of the Company's revenue is generated in the United States. The Company is owned by ARCADIS North America, a Colorado general partnership (ANA). ANA is owned by ARCADIS N.V. (ARCADIS) and ARCADIS USA B.V. (a wholly owned subsidiary of ARCADIS). The Company is part of the ARCADIS group of companies. ARCADIS is a global environmental, water, infrastructure, and buildings firm based in the Netherlands. ARCADIS stock is traded on the Amsterdam Exchange.

(b) Principles of Consolidation and Intercompany Charges

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and those entities that the Company controls. The Company considers an entity to be under its control if it manages day-to-day operations or controls the activities that most significantly impact the entity's economic performance. All significant intercompany balances and transactions have been eliminated.

(c) Cash and Cash Equivalents

Cash equivalents include highly liquid short-term investments with original maturities of three months or less, readily convertible to known amounts of cash. The Company's policy is to invest cash in excess of operating requirements in highly liquid investments under the ARCADIS Cash Pooling Agreement.

Under the ARCADIS Cash Pooling Agreement, amounts the Company has deposited into its short-term investment account can be used to satisfy obligations of each other debtor (other ARCADIS Companies) under the agreements. As of December 31, 2017 and 2016, the Company had approximately \$4,274,000 and \$332,000, respectively, deposited into the account, which is classified as cash and cash equivalents in the accompanying consolidated balance sheets.

The cash and cash equivalents are exposed to concentrations of credit risk. The Company invests cash with high-credit quality institutions. Cash balances invested in money market accounts are not insured and cash balances held at banks may exceed the amount covered by Federal Depository Insurance. The Company has not realized any losses in such investments or accounts and believes that the Company is not exposed to any significant credit risk.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(d) Revenue and Cost Recognition

Revenue is generally recognized as services are rendered. Revenue from fixed fee contracts is recognized on the percentage of completion method, measured generally by estimating the status of completion of the project and recognizing the related estimated percentage of revenue and gross profit expected from the project. Revenue from cost-plus contracts is recognized as costs are incurred plus applicable fees. Revenue from time-and-material contracts is recognized at contract rates as work is performed and material costs are incurred. Revenue is recognized on additional services requested by clients for whom a formal change order has not been obtained when the realization is probable and the amount can be reasonably estimated. Provisions for estimated losses on uncompleted contracts are recorded in the period when identified.

Gross revenue represents amounts billed and to be billed to clients. All direct subcontractor costs are recognized as outside services costs, which are deducted from gross revenue to arrive at net revenue in the consolidated statement of comprehensive income.

Unbilled fees, at estimated billable amounts, represent revenue recognized for which billings had not yet been presented to customers. Billings in excess of costs represent the excess of billings to date in excess of revenues recognized on contracts in progress. Deferred revenue represents cash collected in advance of billings.

Under contracts with the U.S. government and certain other government entities, contract costs, including indirect costs, are subject to audit by and adjustments by negotiations with government representatives. Revenue is recorded in amounts expected to be realized on final settlement of any such audits.

(e) Use of Estimates in Preparation of Financial Statements

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include accounting for long-term contracts, valuation of receivables, and determination of fair values of assets and liabilities acquired during a business combination. Actual results could differ from those estimates.

(f) Accounts Receivable

Accounts receivable includes billed receivables, unbilled receivables and retainage. Billed receivables are recorded at the invoiced amount and do not bear interest. Unbilled receivables represent reimbursable costs and amounts earned and reimbursable under contracts in progress. Retainage represents amounts withheld from progress billings by customers and may not be paid until the completion of a project and, in some instances, longer. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience and evaluation of specific past-due balances. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(g) Business Combinations

The Company accounts for business combinations using the purchase method. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed on the basis of their fair values at the date of acquisition. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets is allocated to goodwill. The transaction costs associated with business combinations are expensed as incurred.

(h) Goodwill and Intangible Assets

Goodwill represents the excess of costs over fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually. The Company reviews the fair value of the Company’s reporting units compared to its carrying value (including goodwill). The Company performs a qualitative assessment of goodwill analyzing whether it is more likely than not that the fair value of its reporting units are less than the carrying amounts. If we determine that an impairment is more likely than not, we are then required to perform a quantitative impairment test, otherwise no further analysis is required. If the fair value of the reporting unit is less than its carrying value, an indication of goodwill impairment exists. An impairment loss is recognized for any excess of the carrying amount of the reporting unit’s goodwill over the implied fair value of that goodwill. Intangible assets with estimable useful lives, ranging from one to ten years, are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment along with the Company’s long-lived assets (note 1(j)). No impairments were recorded for the years ended December 31, 2017 and 2016.

(i) Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed for financial purposes on the straight-line method, while accelerated methods are used, where applicable, for tax purposes. Leasehold improvements are amortized over the shorter of the life of the related asset or the life of the lease. The costs of additions and improvements are capitalized and expenditures for repairs and maintenance are expensed as incurred. The costs and accumulated depreciation applicable to assets retired or otherwise disposed of are removed from the asset accounts and any gain or loss is included in the consolidated statements of operations. The following estimated useful lives are used for financial statement purposes:

Office equipment, furniture, and fixtures	3 – 8 years
Field equipment	3 – 7 years
Leasehold improvements	1 – 12 years

The Company leases various property and equipment. Leased property that meets certain criteria, as required by accounting standards, is capitalized and the present value of the related lease payments is recorded as a liability. All other leases are accounted for as operating leases and the related payments are expensed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life. Amortization of assets under capital leases is computed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(j) Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset less costs to sell. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary. No impairments were recorded for the years ended December 31, 2017 and 2016.

(k) Income Taxes

The Company is included in the consolidated tax return of ANA. The provision for income taxes are calculated by using a “separate return” method. Under this method, the Company is assumed to file a separate return with the tax authority, thereby reporting taxable income or loss and paying the applicable tax to or receiving the appropriate refund from ANA. The current provision is the amount of tax payable or refundable on the basis of a hypothetical, current-year separate return. Deferred tax assets and liabilities are recognized for the hypothetical future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

(l) Share-based Compensation

The Company participates in ARCADIS’s share-based incentive plans. The fair value of the share-based compensations at grant date under the ARCADIS long-term incentive plan is cross-charged to the Company on a quarterly basis, in the year of the grant. The Company records the compensation expense on a straight-line basis over the vesting period.

The tax benefit of Nonqualified Stock Options (NSOs) is recognized in the period in which the option is exercised. The tax benefit of Incentive Stock Options (ISOs) is recognized in the period the options are sold provided the option holder sells the exercised shares within 12 months of exercising the ISO.

(m) Financial Instruments

The recorded values of cash and cash equivalents, accounts receivable, related-party receivables, other current assets, accounts payable, and accrued expenses approximate fair values because of the short maturity of these instruments.

New Accounting Pronouncements

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended by multiple standards updates. The pronouncement established a principles-based model that provides a single framework for recognizing revenue from contracts with customers. This guidance is effective for the Company for its annual period beginning January 1, 2019, with early adoption permitted for the annual reporting period beginning January 1, 2017. The Company is currently evaluating the potential impact of this guidance.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires entities that lease assets to recognize, on the balance sheet, the assets and liabilities for the rights and obligations created by those leases. This ASU will replace most existing leasing guidance in U.S. generally-accepted accounting principles when it becomes effective. This guidance is effective for the Company for its annual period beginning January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and expects the new guidance to significantly increase the reported assets and liabilities on its consolidated balance sheets.

Stock-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which makes several modifications to the accounting for employee share-based payment transactions, including the requirement to recognize the income tax effects of awards that vest or settle as income tax expense. This guidance also clarifies the presentation of certain components of share-based awards in the statement of cash flows. This guidance is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual periods, and early adoption is permitted. The Company is evaluating the effect that ASU No. 2016-09 will have on its Consolidated Financial Statements and related disclosures.

Income Taxes

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes*. This guidance eliminates the current requirement for an entity to separate deferred income tax liabilities and assets into current and long-term amounts in a classified balance sheet. Instead, this guidance requires deferred tax liabilities, deferred tax assets and valuation allowances be classified as long-term in a classified balance sheet. This ASU is effective for annual reporting periods beginning after December 15, 2017 and interim periods within those annual periods. Early adoption is permitted. The Company chose to adopt ASU No. 2015-17 as of the fiscal year ended December 31, 2016.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(2) Accounts Receivable

Accounts receivable, including retainage of \$3,476,000 and \$2,448,000 in 2017 and 2016, respectively, consisted of the following at December 31, 2017 and 2016 (amounts in thousands):

	<u>2017</u>	<u>2016</u>
Accounts receivable, including retainages	\$ 188,238	174,261
Unbilled receivables at estimated billable amounts	<u>131,795</u>	<u>146,660</u>
Total	320,033	320,921
Less allowance for doubtful accounts	<u>6,784</u>	<u>5,344</u>
	<u>\$ 313,249</u>	<u>315,577</u>

For certain larger and long-term contracts, the Company requires a portion of the contract value be deposited in an escrow account. As of December 31, 2017 and 2016, amounts deposited in escrow, which the Company does not have ownership of or control over and are not recorded in the accompanying consolidated balance sheets, were approximately \$6,563,000 and \$7,893,000, respectively.

(3) Fair Value Measurements

The Company determines the fair values of the financial instruments based on inputs or assumptions that market participants would use in pricing an asset or liability. Instruments are categorized using a valuation hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Included in other assets are deferral amounts related to the Company’s executive deferral plan, see note 7(b). Assets held in this plan are measured using unadjusted quoted market prices in active markets (Level 1). There were no transfers between fair values hierarchy levels in 2017 and 2016.

ARCADIS U.S., INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(4) Property and Equipment

Property and equipment consisted of the following at December 31, 2017 and 2016 (amounts in thousands):

	<u>2017</u>	<u>2016</u>
Office equipment, furniture, and fixtures	\$ 56,530	87,698
Field equipment	9,629	10,353
Leasehold improvements	<u>22,311</u>	<u>25,038</u>
Total cost	88,470	123,089
Less accumulated depreciation and amortization	<u>59,474</u>	<u>94,785</u>
	<u>\$ 28,996</u>	<u>28,304</u>

(5) Leases

The Company is obligated under noncancelable operating leases covering its office space, vehicles, and office equipment. Future minimum annual lease payments under operating leases at December 31, 2017 are as follows (amounts in thousands):

Year ending December 31:	
2018	\$ 19,187
2019	15,284
2020	11,600
2021	4,717
2022 and thereafter	<u>5,310</u>
	<u>\$ 56,098</u>

Rent expense was approximately \$22,670,000 and \$27,838,000 for the years ended December 31, 2017 and 2016, respectively, and was recorded in other operating expenses on the consolidated statements of comprehensive income.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(6) **Income Taxes**

Income tax expense from operations consisted of the following for the years ended December 31, 2017 and 2016 (amounts in thousands):

	<u>2017</u>	<u>2016</u>
Current:		
Federal	\$ 7,051	2,875
State	3,677	659
	<u>10,728</u>	<u>3,534</u>
Deferred:		
Federal	(15,762)	8,604
State	(228)	1,797
	<u>(15,990)</u>	<u>10,401</u>
	<u>\$ (5,262)</u>	<u>13,935</u>

Income tax expense for the years ended December 31, 2017 and 2016 is computed by applying the federal statutory rate of 35% to income from operations before provision for income taxes as follows (amounts in thousands):

	<u>2017</u>	<u>2016</u>
Computed at federal statutory rate	\$ 15,644	11,746
State income taxes, net of federal benefit	1,979	1,486
Tax credits, deduction for tax purposes	(10,554)	(275)
Nondeductible expenses	2,339	993
Change in tax rate	(14,670)	—
Other, net	—	(15)
	<u>\$ (5,262)</u>	<u>13,935</u>

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2017 and 2016 are as follows (amounts in thousands):

	<u>2017</u>	<u>2016</u>
Deferred tax assets (liabilities):		
Allowance for doubtful accounts	\$ 1,790	1,725
Deferred compensation	3,909	6,708
Accrued expense and other	10,464	15,465
Unbilled services	(20,231)	(37,532)
Depreciation	(1,215)	(841)
Goodwill and intangible assets	(24,380)	(31,182)
Net deferred tax liability	<u>\$ (29,663)</u>	<u>(45,657)</u>

For the years ended December 31, 2017 and 2016, the Company recognized a tax benefit of approximately \$(63,000) and \$31,000, respectively, related to NSOs, including disqualified dispositions of ISOs. This

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

amount was recorded as a reduction to income taxes payable with a corresponding credit to additional paid-in capital.

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (“TCJA”) was enacted. Among other things, the TCJA, beginning January 1, 2018, reduced the federal statutory rate from 35% to 21% and extended bonus depreciation provisions. In addition, the application of net operating loss carryforwards generated in 2018 and beyond will be limited, 100% asset expensing will be allowed through 2022 and begin to phase out in 2023, and the amount of interest expense we are able to deduct may also be limited in future years. As a result of the enactment of TCJA and other state effective rate changes, we reduced the carrying value of our net deferred tax liability by \$14.7 million to reflect the revised federal statutory rate which will be in effect at the time those deferred tax liabilities are expected to be reversed. The TCJA contains many provisions which will be clarified through new regulations expected to be issued during 2018. As of December 31, 2017, we have not completed the accounting for the tax effects of the TCJA; however, we have made reasonable estimates on our existing deferred tax balances. In addition, we expect the states to consider new statutory provisions related to the enactment of the TCJA during 2018 as well. We will record the impact, if any, of any newly issued regulations, as well as clarifications of the TCJA, as a discrete adjustment to our income tax provision in 2018.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods, which the deferred tax assets are deductible, and the scheduled reversal of timing differences, management believes it is more likely than not the Company will realize the benefits of these deductible differences.

As of December 31, 2017, the Company had \$7,957,000 of unrecognized tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12 month period from the balance sheet date. With the normal closures of statutes of limitations, the Company anticipates that the amount of unrecognized tax benefits will not materially change within the next 12 months. With limited exceptions, the Company is no longer subject to U.S. (including federal, state, and local) or non-U.S. income tax examinations by tax authorities for years before fiscal year 2014.

The Company files consolidated federal and state income tax returns. Periodically, the Company is subject to tax examinations however, such examinations are not anticipated to result in a material change to its financial position.

(7) Employee Benefit Plan

(a) Retirement Savings Plan

The Company maintains a contributory retirement savings plan for substantially all employees under Section 401(k) of the Internal Revenue Code. Under this plan, the Company provides a matching contribution in addition to employee’s contributions up to a maximum of 4% of the employee’s annual base compensation.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

Contributions under this plan for the years ended December 31, 2017 and 2016 totaled approximately \$16,568,000 and \$15,594,000, respectively.

(b) *Deferred Compensation*

The Company has an executive deferral plan (the Plan). Under the Plan, participants, as determined by the Company's CEO, may defer annual amounts, which are computed as a percentage of the participant's compensation. These amounts plus investment earnings, as defined, are held in an investment account and will be paid to the participant, generally upon leaving the Company for retirement or other reasons as defined by the Plan. At December 31, 2017 and 2016, approximately \$16,059,000 and \$17,528,000, respectively, is included in the investment account, which is included in other assets in the accompanying consolidated balance sheets. The associated liability of approximately the same amount is recorded as deferred compensation liability in the accompanying consolidated balance sheets.

(c) *Share-based Compensation*

ARCADIS maintains a long-term incentive plan (2014 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards, and restricted share unit awards (RSU) to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2014 Plan is 10,000,000. In 2017 and 2016, shares under the LTIP were solely granted in the form of RSUs. Share-based compensation cost from the 2014 plan included in income from operations amounted to \$2,045,000 and \$1,681,000 for the years ended December 31, 2017 and 2016, respectively. Total remaining compensation costs related to RSUs outstanding at December 31, 2017 was \$3,173,000. Such cost is expected to be recognized over a weighted average period of 2.0 years.

ARCADIS maintains a long-term incentive plan (2010 Plan), which provides for the issuance of ISOs, stock appreciation rights, restricted share awards, and RSUs to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2010 Plan is 10,000,000. As of December 31, 2017 and 2016, employees of the Company held options to purchase approximately 378,000 and 475,000 shares, respectively, of ARCADIS common stock, of which all were vested.

ARCADIS maintains a long-term incentive plan (2005 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2005 Plan is 7,500,000 with an annual maximum of 1,800,000 shares. As of December 31, 2017 and 2016, employees of the Company held options to purchase approximately 262,000 and 589,000 shares, respectively, of ARCADIS common stock, of which all were vested.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

The following summarizes stock option activity for the years ended December 31, 2017 and 2016:

	<u>Number of options</u>	<u>Weighted average exercise price</u>	<u>Weighted average remaining term (years)</u>
Balance at December 31, 2015	1,287,000	20.73	4.30
Exercised	(94,000)	17.01	—
Canceled/transferred	<u>(129,000)</u>	22.41	—
Balance at December 31, 2016	1,064,000	20.86	3.36
Exercised	(265,000)	18.97	—
Canceled/transferred	<u>(158,000)</u>	25.56	—
Balance at December 31, 2017	<u><u>641,000</u></u>	20.48	3.02

The total intrinsic value of options exercised during the years ended December 31, 2017 and 2016 was \$1,542,000 and \$261,000, respectively.

At December 31, 2016, there were no nonvested shares or unrecognized compensation cost related to share-based compensation arrangements granted under the 2010 and 2005 plans.

(8) Goodwill and Other Intangible Assets

(a) Amortizable Intangible Assets

	<u>December 31, 2017</u>		<u>December 31, 2016</u>	
	<u>Gross carrying amount</u>	<u>Accumulated amortization</u>	<u>Gross carrying amount</u>	<u>Accumulated amortization</u>
Intangible Assets	\$ <u>12,754,000</u>	<u>(11,064,000)</u>	<u>10,864,000</u>	<u>(10,440,000)</u>

Aggregate amortization expense for amortizing intangible assets was \$624,000 and \$326,000 for the years ended December 31, 2017 and 2016, respectively. Estimated amortization expense for the next five years is: \$909,000 in 2018 and \$781,000 in 2019.

(b) Goodwill

The carrying amount of goodwill as of December 31, 2017 and 2016 was \$285,212,000 and \$273,184,000, respectively.

(9) Acquisitions

On July 26, 2017, the Company acquired all of the issued share capital of E2 ManageTech, Inc. (E2). E2 is a globally recognized Environmental Management Information Systems (EMIS) implementation firm. As a result of the acquisition, the Company expanded its existing EMIS business adding critical capabilities to be top EMIS provider and to scale to a market leading position. The aggregate cost of E2 was approximately \$15,274,000, including deferred payments of \$6,000,000. The deferred payment represents additional acquisition consideration based on certain performance targets over a three-year period through March 1, 2020. The purchase resulted in goodwill of approximately \$12,028,000, which was assigned to the environment management reporting unit. The goodwill is deductible for tax purposes.

ARCADIS U.S., INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

Following is a summary of the estimated fair values of the assets acquired and the liabilities assumed as of the date of acquisition (amounts in thousands):

	<u>E2</u>
Cash	\$ 793
Accounts receivable, net	2,856
Property and equipment	63
Goodwill	12,028
Intangible assets	1,890
Other assets	<u>98</u>
Total assets acquired	<u>17,728</u>
Accounts payable and accrued expenses	2,447
Other liabilities	<u>6,007</u>
Total liabilities assumed	<u>8,454</u>
Net assets acquired	\$ <u>9,274</u>

(10) Supplemental Cash Flow Information

Approximately \$6,647,000 and \$8,293,000, respectively, was paid for interest during 2017 and 2016. Cash (received)/paid for income taxes was approximately \$(167,000) in 2017 and \$8,232,000 in 2016.

(11) Commitments and Contingencies

The Company is contingently liable for commitments and performance guarantees arising from its contracts. Certain fixed price contracts include a contractual requirement that the Company remediate contaminated soil and/or ground water to levels acceptable by the cognizant regulatory agency. Some of our contracts require us to provide surety bonds to support the Company’s project execution commitments.

The Company, in the ordinary course of its business, has been named as a party to litigation and has been advised of claims and possible assertions arising from work it performed. Management believes that, based upon analysis of the facts underlying these matters and upon opinions of in-house and outside counsel, the outcome of such claims, litigation, and assertions will not have a material adverse effect on the Company’s consolidated financial position, results of operations, or liquidity.

(12) Related Parties

The Company has a short-term receivable from its parent related to the ARCADIS cash pooling agreement. Under the agreement, short-term deposits are transferred to ARCADIS and are generally settled in less than 30 days. As of December 31, 2017 and 2016, the Company had approximately \$300,000,000 and \$277,000,000, respectively, receivable from its parent, which is classified in related-party receivables in the accompanying consolidated balance sheets.

As of December 31, 2017 and 2016, the Company had an outstanding loan with its parent in the amount of approximately \$91,149,000. This amount is to be paid back on September 30, 2018. The interest rate on the loan is 7% per annum, payable quarterly in arrears. This amount is classified in related-party payables in the accompanying consolidated balance sheet.

ARCADIS charges the Company a management fee and platform services fee. During the years ended December 31, 2017 and 2016, total ARCADIS charges were approximately \$21,765,000 and \$23,932,000,

ARCADIS U.S., INC. AND SUBSIDIARIES

Item XIII. c.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

respectively, and are classified in other operating expenses in the accompanying consolidated statements of comprehensive income.

The Company enters into transaction on an arm's length basis with ARCADIS and its subsidiaries which comprise of operational project related transactions and other transactions in the normal course of business activities. For the years ended December 31, 2017 and 2016, the company recognized revenue from affiliates of approximately \$5,870,000 and \$7,133,000, respectively, and incurred expenses with affiliates of approximately \$8,487,000 and \$10,518,000, respectively.

(13) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 9, 2018, the date at which the consolidated financial statements were available to be issued, and determined there were no items to disclose.

**ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name DeKalb County Transportation Division	Contract Period 1998-Ongoing		
Contact Person Name and Title David W. Pelton, PE	Telephone Number (include area code) 770.492.5223		
Complete Primary Address 1950 West Exchange Place, Room 400	City Tucker	State GA	Zip Code 30084
Email Address dwpelton@dekalbcountyga.gov	Fax Number (include area code)		
Project Name Engineering and Design Services for Public Works Transportation and Infrastructure Project			
Company Name GDOT Office of Program Delivery	Contract Period 2015-Ongoing		
Contact Person Name and Title Cleopatra James, PMP - D1 Program Manager	Telephone Number (include area code) 404.631.1546		
Complete Primary Address 600 West Peachtree Street, 25th Floor	City Atlanta	State GA	Zip Code 30308
Email Address cjames@dot.ga.gov	Fax Number (include area code)		
Project Name GDOT Region 1 Engineering Design Services			
Company Name City of Woodstock	Contract Period 2016-Ongoing		
Contact Person Name and Title Jeff Moon, City Manager	Telephone Number (include area code) 770.592.6001		
Complete Primary Address 12453 Hwy 92	City Woodstock	State GA	Zip Code 30188
Email Address jmoon@woodstockga.gov	Fax Number (include area code) 770.926.1375		
Project Name Woodstock On-Call Engineering Services			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title Vice President
(Authorized Signature of Proposer)

Company Name Arcadis U.S., Inc. Date Dec 23, 2019

**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name AECOM		Contract Period 2017	
Contact Person Name and Title Christopher Johnson, PE, Senior Bridge Engineer		Telephone Number (include area code) (404) 965-7049	
Complete Primary Address 1360 Peachtree St NE #500		City Atlanta	State GA
		Zip Code 30309	
Email Address christopher.johnson@aecom.com		Fax Number (include area code) NA	
Project Name DeKalb County - Bridge Replacement Park Drive Over Snapfinger Creek			
Company Name Atlanta BeltLine, Inc.		Contract Period 2017	
Contact Person Name and Title Dave Pierce, Real Estate Manager		Telephone Number (include area code) (404) 477-3538	
Complete Primary Address 100 Peachtree Street, Suite 2300		City Atlanta	State GA
		Zip Code 30303	
Email Address dpierce@atlbeltline.org		Fax Number (include area code) Not Available	
Project Name Kudzu Line/Westside Trail			
Company Name Moreland Altobelli		Contract Period On-Going	
Contact Person Name and Title Mike Malcom, Construction Manager		Telephone Number (include area code) (678) 978-1906	
Complete Primary Address 2450 Commerce Avenue Suite 100		City Duluth	State GA
		Zip Code 30096	
Email Address mmalcom@maai.net; mmalcom@dekalbcountyga.gov		Fax Number (include area code) NA	
Project Name DeKalb County - SPLOST Program			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed Prashanthi Reddy Title President & CEO
(Authorized Signature of Proposer)

Company Name Accura Engineering and Consulting Services, Inc. Date December 20, 2019


**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name City of Atlanta		Contract Period September 2016 - Ongoing		
Contact Person Name and Title Michele Wynn, Program Management Officer Horizontal		Telephone Number (include area code) 404 330-6764		
Complete Primary Address 55 Trinity Avenue SW, Suite 4350		City Atlanta	State GA	Zip Code 30306
Email Address mwynn@atlantaga.gov		Fax Number (include area code) n/a		
Project Name Renew Atlanta Bond/TSPLOST Program				
Company Name Georgia Department of Transportation		Contract Period 2017-2018		
Contact Person Name and Title Cherral Dempsey, Assistant District 3/4W Program Manager		Telephone Number (include area code) 404-631-1154		
Complete Primary Address 600 West Peachtree Street, 25th floor		City Atlanta	State GA	Zip Code 30308
Email Address cdempsey@dot.ga.gov		Fax Number (include area code) n/a		
Project Name SR 20 from I75 to CS 721 Phillips Drive (Pavement Evaluation and Soil Survey)				
Company Name Fulton County Public Works		Contract Period 2016 - Ongoing		
Contact Person Name and Title David Clark, Director		Telephone Number (include area code) 404-612-2804		
Complete Primary Address 141 Pryor Street SW, Suite 6001		City Atlanta	State GA	Zip Code 30303
Email Address david.clark@fultoncountyga.gov		Fax Number (include area code) n/a		
Project Name Fulton County-Charlie Brown Airport CEI Services				

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title Managing Director
(Authorized Signature of Proposer)

Company Name Corporate Environmental Risk Management Date 12/11/19


**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name Columbia Engineering		Contract Period Dec 2015 to Present	
Contact Person Name and Title Paul D. Cook, PE Vice President /Director of Operations		Telephone Number (include area code) 770.925.0357	
Complete Primary Address 2862 Buford Highway, Suite 200		City Duluth	State GA
		Zip Code 30096	
Email Address pcook@columbia-engineering.com		Fax Number (include area code) 770.925.0565	
Project Name Environmental Project Management for the proposed widening of US 27 in Harris and Muscogee Counties, Georgia			
Company Name Benesch		Contract Period Sept 2016 to Present	
Contact Person Name and Title Erik Hammarlund, PE		Telephone Number (include area code) 706.722.4114	
Complete Primary Address 1005 Broad Street, Suite 200		City Augusta	State GA
		Zip Code 30901	
Email Address EHammarlund@benesch.com		Fax Number (include area code) 706.722.6219	
Project Name Environmental Project Management for drainage improvements on SR 17 in McDuffie County, Georgia			
Company Name Georgia Department of Transportation -- Office of Environmental Services		Contract Period May 2007 - Present	
Contact Person Name and Title Lisa Westberry, Project Manager		Telephone Number (include area code) 404.631.1100	
Complete Primary Address One Georgia Center, 600 Peachtree Street NW		City Atlanta	State GA
		Zip Code 30308	
Email Address lwestberry@dot.ga.gov		Fax Number (include area code) 404.631.1916	
Project Name Environmental clearance of stockpile/borrow/waste sites statewide			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title Executive Vice President of Operations
(Authorized Signature of Proposer)

Company Name Edwards-Pitman Environmental, Inc. Date 12/20/19


**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name City of Dalton		Contract Period 8/2018 - Current	
Contact Person Name and Title P. Andrew Parker, Public Works Director		Telephone Number (include area code) 706-278-7077	
Complete Primary Address 535 Elm Street	City Dalton	State GA	Zip Code 30722
Email Address AParker@cityofdaltonga.gov	Fax Number (include area code) 706-278-1847		
Project Name City of Dalton On-Call Agreement / Chattanooga St. Bridge Repair			
Company Name AECOM		Contract Period 10/2015 - 10/2020	
Contact Person Name and Title Christopher Johnson, Bridge Department Manager		Telephone Number (include area code) 404-965-9600	
Complete Primary Address 1360 Peachtree Street NE, Suite 500	City Atlanta	State GA	Zip Code 30309
Email Address Christopher.Johnson@aecom.com	Fax Number (include area code) 404-965-7049		
Project Name GDOT Bridge Maintenance Agreement / Bridge Repairs along I-85			
Company Name Georgia Department of Transportation		Contract Period 10/2015 - 10/2020	
Contact Person Name and Title Clayton Bennett, GDOT State Bridge Maintenance Engineer		Telephone Number (include area code) 404-635-2889	
Complete Primary Address GDOT Office of Bridge Maintenance 935 United Ave SE, Building 24, Room 415	City Atlanta	State GA	Zip Code 30316-2531
Email Address clbennett@dot.ga.gov	Fax Number (include area code)		
Project Name GDOT Bridge Maintenance Agreement / Bridge Repair I-285 Over SR 237 & CSX			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title President
(Authorized Signature of Proposer)

Company Name Pont Engineering, Inc. Date 12/20/2019


**ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name Kimley-Horn and Associates, Inc.		Contract Period 10/20/16 to Ongoing	
Contact Person Name and Title Kevin Ergle, P.E., Project Manager		Telephone Number (include area code) 678-533-3930	
Complete Primary Address 817 W. Peachtree Street, NE, #601		City Atlanta	State GA
		Zip Code 30308	
Email Address kevin.ergle@kimley-horn.com		Fax Number (include area code) N/A	
Project Name Rockbridge Road from Allgood Road to Rowland			
Company Name Jacobs Engineering		Contract Period 6/2015 to 10/2016	
Contact Person Name and Title Paul Purcell, Senior Civil Engineer		Telephone Number (include area code) 404-978-7439	
Complete Primary Address 10 Tenth Street, NW, Suite 1400		City Atlanta	State GA
		Zip Code 30309	
Email Address Paul.Purcell@jacobs.com		Fax Number (include area code) 678-333-0701	
Project Name Chamblee-Dunwoody Road Streetscape			
Company Name AECOM Technical Services		Contract Period 11/2015 to 6/2017	
Contact Person Name and Title Garrick Edwards, VP GA Transportation Business Unit Leader		Telephone Number (include area code) 404-414-4982	
Complete Primary Address 1360 Peachtree Street, NE, #500		City Atlanta	State GA
		Zip Code 30309	
Email Address garrick.edwards@acocom.com		Fax Number (include area code) 404-965-9605	
Project Name DeKalb Sidewalk Program			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title President/CEO
(Authorized Signature of Proposer)

Company Name Smith Real Estate Services Date 12/20/19

B.9 Are You a DeKalb County Firm

Arcadis is not a DeKalb County firm.

Our team includes Subconsultant Partners who are LSBE-DeKalb and/or LSBE-MSA firms including:

- Accura Engineering and Consulting Services, Inc. LSBE-DeKalb
- Corporate Environmental Risk Management LSBE-DeKalb
- Edwards-Pitman Environmental, Inc. LSBE-MSA
- Pont Engineering, Inc. LSBE-MSA
- Smith Real Estate Services, Inc. LSBE-MSA

**ATTACHMENT E
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME

BIDDER/PROPOSER Arcadis U.S., Inc.

SOLICITATION NUMBER: **RFP No. 19-500535**

TITLE OF UNIT OF WORK – **Engineering and Design Services for Public Works Transportation and Infrastructure**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 LSBE-DeKalb LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	Accura Engineering and Consulting Services
Address	3200 Presidential Drive Atlanta, GA 30340
Telephone	404.241.8722
Fax	404.241.4577
Contact Person	Prashanthi Reddy
Indicate certification status and attach proof of certification:	LSBE-DeKalb (attached)

LSBE-DeKalb/LSBE-MSA	LSBE-DeKalb
Description of services to be performed	Geotechnical, Environmental, Land Survey, SUE, Const Mgmt/Inspection
Percentage of work to be performed	5%

Name of Company	CERM
Address	1990 Lakeside Parkway, Suite 300 Tucker, GA 30084
Telephone	678.999.0173
Fax	678.999.0186
Contact Person	Rodney Givens
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	LSBE-DeKalb
Description of services to be performed	Geotech, Survey, Roadway Design, CEI, and Environmental services
Percentage of work to be performed	10%

Name of Company	Edwards-Pitman Environmental, Inc.
Address	2700 Cumberland Parkway, Suite 300 Atlanta, GA 30339
Telephone	770.333.9484
Fax	770.333.8277
Contact Person	Linda Edwards
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	LSBE-MSA
Description of services to be performed	Environmental services
Percentage of work to be performed	5%

Name of Company	Pont Engineering
Address	885 Franklin Gateway SE Suite 305 Marietta, GA 30067
Telephone	770.499.1161
Fax	770.872.7839
Contact Person	Sean Garland, PE
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	LSBE-MBA
Description of services to be performed	Bridge/Structural
Percentage of work to be performed	5%

Please attach additional pages, if necessary.

Name of Company	Smith Real Estate Services, Inc.
Address	120 Hammond Drive Atlanta, GA 30328
Telephone	404.315.1512
Fax	404.315.9890
Contact Person	Pamela Smith
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	LSBE-MSA
Description of services to be performed	Land Acquisition
Percentage of work to be performed	5%

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D
DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.	Yes		Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.	Yes		Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.	Yes		Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.	Yes		Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.		No	Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.		No	Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.	Yes		For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.	Yes		Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

EXHIBIT A, CONT'D**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Arcadis U.S., Inc.

Matt McDow, PE - Vice President

Firm's Officer:

Matt McDow

12/30/19

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this 30 day of December, 2019.

Christine Burns

Notary Public

My Commission Expires: 05/23/22



EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: ARCADIS

(Name of Prime Contractor Firm)

From: Accura Engineering and Consulting Services, Inc.

(Name of Subcontractor Firm)

LSBE -DeKalb **LSBE -MSA**

(Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
<u>Geotechnical, Environmental, Land Survey, SUE, Const</u>		<u>5%</u>

Prime Contractor

Signature: 

Title: Vice President

Date: 12/30/19

Sub-contractor

Signature: 

Title: President & CEO

Date: Dec. 20, 2019



DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770

March 14, 2017

Ms. Prashanthi Reddy, President
Accura Engineering and Consulting Services, Inc.
3200 Presidential Drive
Atlanta, GA 30340

Re: DeKalb LSBE CERTIFICATION:

LSBE – DEKALB

EXPIRES: March 31, 2020

Dear Ms. Reddy:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter.

Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info. Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration Forms are available in our office and online at <http://www.dekalbcountyga.gov/purchasing/pc-forms.html>.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink, appearing to read 'Felton B. Williams'.

Felton B. Williams
Procurement Projects Manager



DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770

February 2, 2017

Mr. Albert Edwards, Managing Director
 Corporate Environmental Risk Management
 1990 Lakeside Pkwy
 Suite 300
 Tucker, GA 30084

Re: DeKalb LSBE CERTIFICATION: LSBE – DEKALB

EXPIRES: January 31, 2020

Dear Mr. Edwards:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter. Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info. Failure to keep this office notified will result in your company's removal from our list of certified vendors.

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We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink that reads 'Felton B. Williams'.

Felton B. Williams
 Procurement Projects Manager

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From: Edwards-Pitman Environmental, Inc.
(Name of Subcontractor Firm)

LSBE -DeKalb LSBE -MSA
(Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Environmental Consulting Services in support of Engineering efforts	On Call-As needed	5% TBD

Prime Contractor

Sub-contractor

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Title: Vice President

Title: Executive Vice President of Operations

Date: 12/30/19

Date: 12/20/19



DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770

April 10, 2017

Ms. Linda Edwards Theos, President/CEO
Edwards-Pitman Environmental Inc.
1250 Winchester Pkwy
Suite 200
Smyrna, GA 30080

Re: DeKalb LSBE CERTIFICATION: LSBE – MSA

EXPIRES: March 31, 2020

Dear Ms. Theos:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter.

Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. *Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info.* Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration Forms are available in our office and online at <http://www.dekalbcountyga.gov/purchasing/pc-forms.html>.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink, appearing to read 'Felton B. Williams'.

Felton B. Williams
Procurement Projects Manager

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From: Pont Engineering, Inc.

(Name of Subcontractor Firm)

LSBE -DeKalb LSBE -MSA

(Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Bridge / Structural	Structural Inspection & Design	5%

Prime Contractor

Signature: 

Title: Vice President

Date: 12/30/19

Sub-contractor

Signature: 

Title: President

Date: 12/20/2019



DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770

November 25, 2019

Sean Garland, President
PONT Engineering, INC
885 Franklin Gateway
Suite 305
Marietta, GA 30067

Re: DeKalb LSBE CERTIFICATION:

LSBE – MSA

EXPIRES: July 31, 2020

Dear Sean Garland:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must seek recertification within ninety (90) days prior to expiration date in this letter.

Please be advised, DeKalb First – LSBE Staff reserves the right to schedule on-site inspections of any business certified under this program. *Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info.* Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink, appearing to read 'Felton B. Williams'.

Felton B. Williams
Procurement Projects Manager

*Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 •
404-371-7051 Office • 404-371-7006 Fax
Website: www.dekalbcountyga.gov*

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From: Smith Real Estate Services, Inc LSBE -DeKalb LSBE -MSA
 (Name of Subcontractor Firm) (Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
<u>BOW Acquisitional Services</u>	<u>BOW Acquisitional Services</u>	<u>TBD 5%</u>

Prime Contractor
 Signature: [Signature]
 Title: Vice President
 Date: 12/30/19

Sub-contractor
 Signature: [Signature]
 Title: President/CEO
 Date: 12/9/19



DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770

December 9, 2019

Pamela J. Smith, President / CEO
Smith Real Estate Services, INC
120 Hammond Drive
Atlanta, GA 30328

Re: DeKalb LSBE CERTIFICATION:

LSBE – MSA

EXPIRES: December 31, 2022

Dear Pamela J. Smith:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must seek recertification within ninety (90) days prior to expiration date in this letter.

Please be advised, DeKalb First – LSBE Staff reserves the right to schedule on-site inspections of any business certified under this program. Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info. Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink, appearing to read 'Felton B. Williams'.

Felton B. Williams
Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 •
404-371-7051 Office • 404-371-7006 Fax
Website: www.dekalbcountyga.gov

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Arcadis U.S., Inc.

Responder's Name

2/21/2007

Federal Work Authorization
Enrollment Date

Matt McDow

BY: Authorized Officer or Agent

Vice President

Title of Authorized Officer or Agent of Bidder

38945

Identification Number

Matt McDow, PE

Printed Name of Authorized Officer or Agent

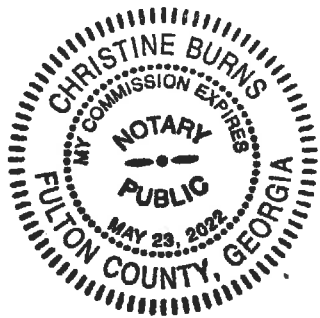
2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30 DAY OF December, 2019

Christine Burns

Notary Public
My Commission Expires: 05/23/22



ATTACHMENT G

Item XIII. c.

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Accura Engineering and Consulting Services, Inc.

January 2008

Responder's Name

Federal Work Authorization Enrollment Date

Prashanthi Reddy

BY: Authorized Officer or Agent

86331

President & CEO

Identification Number

Title of Authorized Officer or Agent of Bidder

Prashanthi Reddy

Printed Name of Authorized Officer or Agent

3200 Presidential Drive Atlanta, GA 30340

Address (*do not include a post office box)

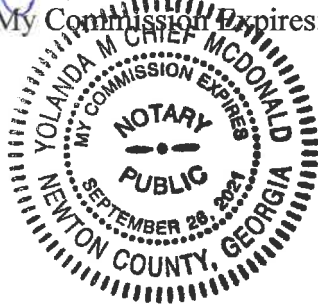
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF December, 2019

[Signature]

Notary Public

My Commission Expires: Sept. 26, 2021



ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Corporate Environmental Risk Management, LLC (CERM)

237294, August 12, 2009

Responder's Name

Federal Work Authorization Enrollment Date

Albert G. Edwards

BY: Authorized Officer or Agent

Managing Director

58-2189483

Title of Authorized Officer or Agent of Bidder

Identification Number

Albert G. Edwards

Printed Name of Authorized Officer or Agent

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

Address (*do not include a post office box)

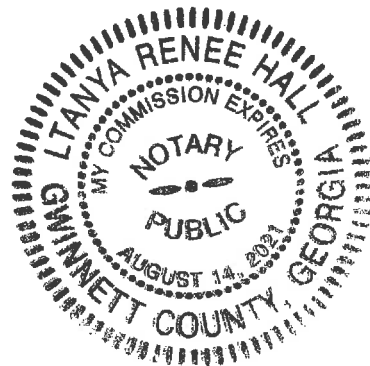
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF *December*, 20*19*

Tanya R. Hall

Notary Public

My Commission Expires: *8/2021*



ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Edwards-Pitman Environmental, Inc.

Responder's Name

Susan L. Thomas

BY: Authorized Officer or Agent

Executive Vice President of Operations

Title of Authorized Officer or Agent of Bidder

Susan L. Thomas

Printed Name of Authorized Officer or Agent

2700 Cumberland Pkwy. Ste. 300 Atlanta, GA 30339

Address (*do not include a post office box)

4/30/2009

Federal Work Authorization Enrollment Date

210078

Identification Number

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20th DAY OF December, 2019

Russell Kenyon Danser, III

Notary Public

My Commission Expires: June 9, 2020

RUSSELL KENYON DANSER, III
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 9, 2020

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Pont Engineering, Inc.

Responder's Name

[Handwritten Signature]

BY: Authorized Officer or Agent

President

Title of Authorized Officer or Agent of Bidder

Sean Garland

Printed Name of Authorized Officer or Agent

885 Franklin Gateway, Suite 305, Marietta, GA 30067

Address (*do not include a post office box)

9-11-2013

Federal Work Authorization Enrollment Date

710322

Identification Number

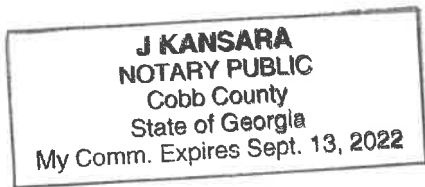
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21 DAY OF December, 2019

[Handwritten Signature]

Notary Public

My Commission Expires: Sept 13/2022



ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended].

Smith Real Estate Services, Inc.
Responder's Name

April 9, 2009
Federal Work Authorization Enrollment Date

[Signature]
BY: Authorized Officer or Agent

President/CEO
Title of Authorized Officer or Agent of Bidder

154446
Identification Number

Pamela J. Smith
Printed Name of Authorized Officer or Agent

120 Hammond Drive Atlanta, GA 30328
Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25th DAY OF December, 2019
[Signature]
Notary Public
My Commission Expires: June 23, 2021





ATTACHMENT H


FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:


Contractor or Beneficiary Name (Signature)

Matt McDow
Contractor or Beneficiary Name (Printed)

Vice President
Title
770-384-6558
Telephone
matt.mcdow@arcadis.com
Email
Arcadis US, Inc.
Name of Business

Please answer the following questions:

- 1. How many job openings do you anticipate filling related to this contract? 0
- 2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: 0 Non-DeKalb Residents: 0
- 3. How many work hours per week constitutes Full Time employment? 32

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlricksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder Arcadis US, Inc.

Address 2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339

E-Mail matt.mcdow@arcadis.com

Phone Number 770-384-6558

Fax Number 770-435-2666

Do you anticipate hiring from the First Source Candidate Registry? Y or **N** (Circle one)
If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline
N/A		
We do not anticipate hiring for this contract.		


Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
ARCADIS U.S., INC. 2410 PACES FERRY RD., STE. # 400, ATLANTA, GA 30339-1816		March 8, 2018	June 7, 2020
SIGNATURE			
<i>Nival Patel</i>			
1. Transportation Planning		3. Highway Design Roadway (continued)	
<input checked="" type="checkbox"/> 1.01	State Wide Systems Planning	<input checked="" type="checkbox"/> 3.08	Traffic Control System Analysis, Design and Implementation
<input checked="" type="checkbox"/> 1.02	Urban Area and Regional Transportation Planning	<input checked="" type="checkbox"/> 3.10	Utility Coordination
<input type="checkbox"/> 1.03	Aviation Systems Planning	<input type="checkbox"/> 3.11	Architecture
<input type="checkbox"/> 1.04	Mass and Rapid Transportation Planning	<input checked="" type="checkbox"/> 3.12	Hydraulic and Hydrological Studies (Roadway)
<input checked="" type="checkbox"/> 1.05	Alternate System and Corridor Location Planning	<input checked="" type="checkbox"/> 3.13	Facilities for Bicycles and Pedestrians
<input type="checkbox"/> 1.06	Unknown	<input type="checkbox"/> 3.14	Historic Rehabilitation
<input checked="" type="checkbox"/> 1.06a	NEPA Documentation	<input checked="" type="checkbox"/> 3.15	Highway Lighting
<input type="checkbox"/> 1.06b	History	<input checked="" type="checkbox"/> 3.16	Value Engineering
<input checked="" type="checkbox"/> 1.06c	Air Studies	<input checked="" type="checkbox"/> 3.17	Design of Toll Facilities Infrastructure
<input checked="" type="checkbox"/> 1.06d	Noise Studies		
<input checked="" type="checkbox"/> 1.06e	Ecology	4. Highway Structures	
<input type="checkbox"/> 1.06f	Archaeology	<input checked="" type="checkbox"/> 4.01a	Minor Bridges Design
<input type="checkbox"/> 1.06g	Freshwater Aquatic Surveys	<input type="checkbox"/> 4.01b	Minor Bridges Design CONDITIONAL
<input type="checkbox"/> 1.06h	Bat Surveys	<input checked="" type="checkbox"/> 4.02	Major Bridges Design
<input checked="" type="checkbox"/> 1.07	Attitude, Opinion and Community Value Studies	<input type="checkbox"/> 4.03	Movable Span Bridges Design
<input type="checkbox"/> 1.08	Airport Master Planning	<input checked="" type="checkbox"/> 4.04	Hydraulic and Hydrological Studies (Bridges)
<input checked="" type="checkbox"/> 1.09	Location Studies	<input checked="" type="checkbox"/> 4.05	Bridge Inspection
<input checked="" type="checkbox"/> 1.10	Traffic Studies	5. Topography	
<input type="checkbox"/> 1.11	Traffic and Toll Revenue Studies	<input checked="" type="checkbox"/> 5.01	Land Surveying
<input checked="" type="checkbox"/> 1.12	Major Investment Studies	<input checked="" type="checkbox"/> 5.02	Engineering Surveying
<input checked="" type="checkbox"/> 1.13	Non-Motorized Transportation Planning	<input checked="" type="checkbox"/> 5.03	Geodetic Surveying
2. Mass Transit Operations		<input type="checkbox"/> 5.04	Aerial Photography
<input type="checkbox"/> 2.01	Mass Transit Program (Systems) Management	<input type="checkbox"/> 5.05	Aerial Photogrammetry
<input type="checkbox"/> 2.02	Mass Transit Feasibility and Technical Studies	<input type="checkbox"/> 5.06	Topographic Remote Sensing
<input type="checkbox"/> 2.03	Mass Transit Vehicle and Propulsion System	<input checked="" type="checkbox"/> 5.07	Cartography
<input type="checkbox"/> 2.04	Mass Transit Controls, Communications and Information Systems	<input type="checkbox"/> 5.08	Subsurface Utility Engineering
<input type="checkbox"/> 2.05	Mass Transit Architectural Engineering	6. Soils, Foundation & Materials Testing	
<input type="checkbox"/> 2.06	Mass Transit Unique Structures	<input checked="" type="checkbox"/> 6.01a	Soil Surveys
<input type="checkbox"/> 2.07	Mass Transit Electrical and Mechanical Systems	<input checked="" type="checkbox"/> 6.01b	Geological and Geophysical Studies
<input type="checkbox"/> 2.08	Mass Transit Operations Management and Support Services	<input type="checkbox"/> 6.02	Bridge Foundation Studies
<input type="checkbox"/> 2.09	Aviation	<input type="checkbox"/> 6.03	Hydraulic and Hydrological Studies (Soils and Foundation)
<input type="checkbox"/> 2.10	Mass Transit Program (Systems) Marketing	<input type="checkbox"/> 6.04a	Laboratory Materials Testing
		<input type="checkbox"/> 6.04b	Field Testing of Roadway Construction Materials
		<input checked="" type="checkbox"/> 6.05	Hazard Waste Site Assessment Studies
3. Highway Design Roadway		8. Construction	
<input checked="" type="checkbox"/> 3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	<input checked="" type="checkbox"/> 8.01	Construction Supervision
<input checked="" type="checkbox"/> 3.02	Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	9. Erosion and Sedimentation Control	
<input checked="" type="checkbox"/> 3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	<input checked="" type="checkbox"/> 9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
<input checked="" type="checkbox"/> 3.04	Multi-Lane, Limited Access Expressway Type Highway Design	<input checked="" type="checkbox"/> 9.02	Reinfall and Runoff Reporting
<input checked="" type="checkbox"/> 3.05	Design of Urban Expressway and Interstate	<input type="checkbox"/> 9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations
<input checked="" type="checkbox"/> 3.06	Traffic Operations Studies		
<input checked="" type="checkbox"/> 3.07	Traffic Operations Design		
<input checked="" type="checkbox"/> 3.08	Landscape Architecture		

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ACCURA ENGINEERING AND CONSULTING SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340	January 24, 2019	January 31, 2022
SIGNATURE 		
1. Transportation Planning - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown - 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys - 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning - 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) - 3.09 Traffic Control System Analysis, Design and Implementation X 3.10 Utility Coordination - 3.11 Architecture - 3.12 Hydraulic and Hydrological Studies (Roadway) - 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) - 4.05 Bridge Inspection	
3. Highway Design Roadway - 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design - 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers - 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design - 3.08 Landscape Architecture	5. Topography X 5.01 Land Surveying X 5.02 Engineering Surveying X 5.03 Geodetic Surveying - 5.04 Aerial Photography - 5.05 Aerial Photogrammetry - 5.06 Topographic Remote Sensing - 5.07 Cartography X 5.08 Subsurface Utility Engineering	
	6. Soils, Foundation & Materials Testing X 6.01a Soil Surveys X 6.01b Geological and Geophysical Studies X 6.02 Bridge Foundation Studies X 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing X 6.04b Field Testing of Roadway Construction Materials X 6.05 Hazard Waste Site Assessment Studies	
	8. Construction X 8.01 Construction Supervision	
	9. Erosion and Sedimentation Control X 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program X 9.02 Rainfall and Runoff Reporting X 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
CORPORATE ENV RISK MGT, LLC. (CERM, LLC) 1990 LAKESIDE PARKWAY, SUITE 300 TUCKER, GA 30084	September 13, 2019	August 9, 2020
	SIGNATURE <i>Nihal Patel</i>	
1. Transportation Planning - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown X 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys - 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning - 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) - 3.09 Traffic Control System Analysis, Design and Implementation - 3.10 Utility Coordination - 3.11 Architecture X 3.12 Hydraulic and Hydrological Studies (Roadway) X 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure	
	4. Highway Structures - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) X 4.05 Bridge Inspection	
	5. Topography X 5.01 Land Surveying X 5.02 Engineering Surveying X 5.03 Geodetic Surveying - 5.04 Aerial Photography - 5.05 Aerial Photogrammetry - 5.06 Topographic Remote Sensing X 5.07 Cartography - 5.08 Subsurface Utility Engineering	
2. Mass Transit Operations - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	6. Soils, Foundation & Materials Testing X 6.01a Soil Surveys - 6.01b Geological and Geophysical Studies - 6.02 Bridge Foundation Studies - 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing - 6.04b Field Testing of Roadway Construction Materials - 6.05 Hazard Waste Site Assessment Studies	
3. Highway Design Roadway X 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design X 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers - 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design - 3.08 Landscape Architecture	8. Construction X 8.01 Construction Supervision	
	9. Erosion and Sedimentation Control X 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program - 9.02 Rainfall and Runoff Reporting - 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
EDWARDS-PITMAN ENVIRONMENTAL, INC. 1250 WINCHESTER PKWY., #200, SMYRNA, GA 30080-6502		September 14, 2017	April 11, 2020
SIGNATURE			
<i>Nical Bittel</i>			
1. Transportation Planning		3. Highway Design Roadway (continued)	
- 1.01 State Wide Systems Planning		- 3.09 Traffic Control System Analysis, Design and Implementation	
- 1.02 Urban Area and Regional Transportation Planning		X 3.10 Utility Coordination	
- 1.03 Aviation Systems Planning		- 3.11 Architecture	
- 1.04 Mass and Rapid Transportation Planning		- 3.12 Hydraulic and Hydrological Studies (Roadway)	
- 1.05 Alternate System and Corridor Location Planning		X 3.13 Facilities for Bicycles and Pedestrians	
- 1.06 Unknown		- 3.14 Historic Rehabilitation	
X 1.06a NEPA Documentation		- 3.15 Highway Lighting	
X 1.06b History		- 3.16 Value Engineering	
X 1.06c Air Studies		- 3.17 Design of Toll Facilities Infrastructure	
X 1.06d Noise Studies			
X 1.06e Ecology		4. Highway Structures	
X 1.06f Archaeology		- 4.01a Minor Bridges Design	
X 1.06g Freshwater Aquatic Surveys		- 4.01b Minor Bridges Design CONDITIONAL	
- 1.06h Bat Surveys		- 4.02 Major Bridges Design	
X 1.07 Attitude, Opinion and Community Value Studies		- 4.03 Movable Span Bridges Design	
- 1.08 Airport Master Planning		- 4.04 Hydraulic and Hydrological Studies (Bridges)	
X 1.09 Location Studies		- 4.05 Bridge Inspection	
- 1.10 Traffic Studies			
- 1.11 Traffic and Toll Revenue Studies		5. Topography	
- 1.12 Major Investment Studies		X 5.01 Land Surveying	
- 1.13 Non-Motorized Transportation Planning		X 5.02 Engineering Surveying	
		X 5.03 Geodetic Surveying	
2. Mass Transit Operations		- 5.04 Aerial Photography	
- 2.01 Mass Transit Program (Systems) Management		- 5.05 Aerial Photogrammetry	
- 2.02 Mass Transit Feasibility and Technical Studies		- 5.06 Topographic Remote Sensing	
- 2.03 Mass Transit Vehicle and Propulsion System		- 5.07 Cartography	
- 2.04 Mass Transit Controls, Communications and Information Systems		X 5.08 Subsurface Utility Engineering	
- 2.05 Mass Transit Architectural Engineering			
- 2.06 Mass Transit Unique Structures		6. Soils, Foundation & Materials Testing	
- 2.07 Mass Transit Electrical and Mechanical Systems		- 6.01a Soil Surveys	
- 2.08 Mass Transit Operations Management and Support Services		- 6.01b Geological and Geophysical Studies	
- 2.09 Aviation		- 6.02 Bridge Foundation Studies	
- 2.10 Mass Transit Program (Systems) Marketing		- 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)	
		- 6.04a Laboratory Materials Testing	
		- 6.04b Field Testing of Roadway Construction Materials	
		- 6.05 Hazard Waste Site Assessment Studies	
3. Highway Design Roadway		8. Construction	
X 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design		X 8.01 Construction Supervision	
- 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers			
- 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas		9. Erosion and Sedimentation Control	
- 3.04 Multi-Lane, Limited Access Expressway Type Highway Design		X 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
- 3.05 Design of Urban Expressway and Interstate		- 9.02 Rainfall and Runoff Reporting	
- 3.06 Traffic Operations Studies		- 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	
- 3.07 Traffic Operations Design			
- 3.08 Landscape Architecture			

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
PONT ENGINEERING, INC. 401 AUGUSTA DR., MARIETTA, GA 30067		May 9, 2019	December 31, 2021
SIGNATURE			
<i>Nival Patel</i>			
1. Transportation Planning		3. Highway Design Roadway (continued)	
- 1.01 State Wide Systems Planning		- 3.09 Traffic Control System Analysis, Design and Implementation	
- 1.02 Urban Area and Regional Transportation Planning		- 3.10 Utility Coordination	
- 1.03 Aviation Systems Planning		- 3.11 Architecture	
- 1.04 Mass and Rapid Transportation Planning		<input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway)	
- 1.05 Alternate System and Corridor Location Planning		<input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians	
- 1.06 Unknown		- 3.14 Historic Rehabilitation	
- 1.06a NEPA Documentation		- 3.15 Highway Lighting	
- 1.06b History		- 3.16 Value Engineering	
- 1.06c Air Studies		- 3.17 Design of Toll Facilities Infrastructure	
- 1.06d Noise Studies			
- 1.06e Ecology		4. Highway Structures	
- 1.06f Archaeology		- 4.01a Minor Bridges Design	
- 1.06g Freshwater Aquatic Surveys		<input checked="" type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL	
- 1.06h Bat Surveys		- 4.02 Major Bridges Design	
- 1.07 Attitude, Opinion and Community Value Studies		- 4.03 Movable Span Bridges Design	
- 1.08 Airport Master Planning		- 4.04 Hydraulic and Hydrological Studies (Bridges)	
- 1.09 Location Studies		<input checked="" type="checkbox"/> 4.05 Bridge Inspection	
- 1.10 Traffic Studies		5. Topography	
- 1.11 Traffic and Toll Revenue Studies		- 5.01 Land Surveying	
- 1.12 Major Investment Studies		- 5.02 Engineering Surveying	
- 1.13 Non-Motorized Transportation Planning		- 5.03 Geodetic Surveying	
2. Mass Transit Operations		- 5.04 Aerial Photography	
- 2.01 Mass Transit Program (Systems) Management		- 5.05 Aerial Photogrammetry	
- 2.02 Mass Transit Feasibility and Technical Studies		- 5.06 Topographic Remote Sensing	
- 2.03 Mass Transit Vehicle and Propulsion System		- 5.07 Cartography	
- 2.04 Mass Transit Controls, Communications and Information Systems		- 5.08 Subsurface Utility Engineering	
- 2.05 Mass Transit Architectural Engineering		6. Soils, Foundation & Materials Testing	
- 2.06 Mass Transit Unique Structures		- 6.01a Soil Surveys	
- 2.07 Mass Transit Electrical and Mechanical Systems		- 6.01b Geological and Geophysical Studies	
- 2.08 Mass Transit Operations Management and Support Services		- 6.02 Bridge Foundation Studies	
- 2.09 Aviation		- 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)	
- 2.10 Mass Transit Program (Systems) Marketing		- 6.04a Laboratory Materials Testing	
3. Highway Design Roadway		- 6.04b Field Testing of Roadway Construction Materials	
<input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design		- 6.05 Hazard Waste Site Assessment Studies	
- 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers		8. Construction	
- 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas		- 8.01 Construction Supervision	
- 3.04 Multi-Lane, Limited Access Expressway Type Highway Design		9. Erosion and Sedimentation Control	
- 3.05 Design of Urban Expressway and Interstate		- 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
- 3.06 Traffic Operations Studies		- 9.02 Rainfall and Runoff Reporting	
- 3.07 Traffic Operations Design		- 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	
- 3.08 Landscape Architecture			


**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**

<p>NAME: <i>Dwonna D. Smith</i></p> <p>ADDRESS: <i>120 Hammond Drive Atlanta, Georgia 30342</i></p>	<p>ISSUE DATE: <i>April 19, 2019</i></p> <p>DATE OF EXPIRATION: <i>April 18, 2022</i></p> <p>SIGNATURE:  <i>Troy D. Byers, ROW Administrator</i></p>
---	---

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

<p>A - RELOCATION SERVICES</p> <p><input type="checkbox"/> A-1 Conceptual Stage Study</p> <p><input type="checkbox"/> A-2 Relocation (Benefits Package Prep)</p>	<p>D - ACQUISITION SERVICES</p> <p><input type="checkbox"/> D-1 R/W Project Manager</p> <p><input type="checkbox"/> D-2 Pre-Acquisition Agent</p> <p><input type="checkbox"/> D-3 Acquisition Manager</p> <p><input checked="" type="checkbox"/> D-4 Negotiation thru Closing Agent</p> <p><input type="checkbox"/> D-5 Relocation Negotiation Agent</p> <p><input type="checkbox"/> D-6 Administrative Review Officer (Appeals)</p> <p><input type="checkbox"/> D-7 Interpreter</p> <p><input type="checkbox"/> D-8 Negotiation Thru Closing Agent Trainee</p> <p><input type="checkbox"/> D-9 ROW Training Instructor</p>
<p>B - PRE/POST PROJECT PREP SERVICES</p> <p><input type="checkbox"/> B-1 Plan Review</p> <p><input checked="" type="checkbox"/> B-4 Quit Claim Deed Preparation</p>	<p>E - PROPERTY MANAGEMENT SERVICES</p> <p><input type="checkbox"/> E-1 Asbestos Inspection</p> <p><input type="checkbox"/> E-2 Asbestos Abatement</p> <p><input type="checkbox"/> E-3 Demolition</p> <p><input type="checkbox"/> E-4 UST Removal</p> <p><input type="checkbox"/> E-5 Site Inspector</p>
<p>C - VALUATION SERVICES</p> <p><input type="checkbox"/> C-1 Appraisal Report – Level</p> <p><input type="checkbox"/> C-2 Appraisal Review Report</p> <p><input type="checkbox"/> C-3 Cost-to-Cure Report</p> <p><input type="checkbox"/> C-4 Trade Fixture Report</p> <p><input type="checkbox"/> C-5 Sign Report</p> <p><input type="checkbox"/> C-6 Environmental Assessment Report</p> <p><input type="checkbox"/> C-7 Septic Tank/Well Estimators</p> <p><input type="checkbox"/> C-8 Timber Report</p> <p><input type="checkbox"/> C-9 Detailed Cost Estimator</p> <p><input type="checkbox"/> C-10 Preliminary Cost Estimator</p> <p><input type="checkbox"/> C-11 Concept Team Meetings</p>	<p>F - COURT COORDINATION SERVICES</p> <p><input type="checkbox"/> F-1 Court Coordinator</p>

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**

<p>NAME: <i>Cosmo Clark</i></p> <p>ADDRESS: <i>608 Sandpiper Ct. Algonquin, IL 60102</i></p>	<p>ISSUE DATE: <i>November 18, 2019</i></p> <p>DATE OF EXPIRATION: <i>November 17, 2022</i></p> <p>SIGNATURE:  <i>Troy D. Byers, ROW Administrator</i></p>
--	---

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A - RELOCATION SERVICES	D - ACQUISITION SERVICES
<input type="checkbox"/> A-1 Conceptual Stage Study <input type="checkbox"/> A-2 Relocation (Benefits Package Prep)	<input type="checkbox"/> D-1 R/W Project Manager <input type="checkbox"/> D-2 Pre-Acquisition Agent <input type="checkbox"/> D-3 Acquisition Manager <input type="checkbox"/> D-4-A Negotiation Agent Trainee <input type="checkbox"/> D-4-B Negotiation Agent 1 <input checked="" type="checkbox"/> D-4-C Negotiation Agent 2 <input type="checkbox"/> D-4-D Negotiation Agent 3 <input type="checkbox"/> D-5 Relocation Negotiation Agent <input type="checkbox"/> D-6 Administrative Review Officer (Appeals) <input type="checkbox"/> D-7 Interpreter <input type="checkbox"/> D-9 ROW Training Instructor
B - PRE/POST PROJECT PREP SERVICES	E - PROPERTY MANAGEMENT SERVICES
<input type="checkbox"/> B-1 Plan Review <input type="checkbox"/> B-4 Quit Claim Deed Preparation	<input type="checkbox"/> E-1 Asbestos Inspection <input type="checkbox"/> E-2 Asbestos Abatement <input type="checkbox"/> E-3 Demolition <input type="checkbox"/> E-4 UST Removal <input type="checkbox"/> E-5 Site Inspector
C - VALUATION SERVICES	F - COURT COORDINATION SERVICES
<input type="checkbox"/> C-1 Appraisal Report – Level <input type="checkbox"/> C-2 Appraisal Review Report <input type="checkbox"/> C-3 Cost-to-Cure Report <input type="checkbox"/> C-4 Trade Fixture Report <input type="checkbox"/> C-5 Sign Appraisal <input type="checkbox"/> C-6 Environmental Assessment Report <input type="checkbox"/> C-7 Septic Tank/Well Estimators <input type="checkbox"/> C-8 Timber Report <input type="checkbox"/> C-9 Detailed Cost Estimator <input type="checkbox"/> C-10 Preliminary Cost Estimator <input type="checkbox"/> C-11 Concept Team Meetings	<input type="checkbox"/> F-1 Court Coordinator



CITY COUNCIL AGENDA ITEM

SUBJECT: Panola Road at I-20 Bridgescape GDOT Memorandum of Agreement

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: **Memorandum of Agreement**

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: To approve an agreement between Georgia Department of Transportation (GDOT) and City of Stonecrest for I-20 Bridge on Panola Road Preliminary Engineering Design (PE) for Bridgescape.

FACTS: The City of Stonecrest long-term plan is to have Bridgescape installed all bridges over I-20 and monuments on all City Entrances. City staff have been working with GDOT over the past several months to include Bridgescape in the on-going Panola Road Bridge Project (PI No 0002868). The Preliminary Design of Panola Road bridge has been ongoing for the past few years and progressing towards the Final Design. GDOT has agreed to amend their Contract with the design firm to include the Bridgescape in their bridge design. The GDOT is proposing a Memorandum of Agreement with the City of Stonecrest to recover the cost of the Bridgescape Design. The design changes have to be made in time to meet the overall Bridge Construction Schedule.

OPTIONS: Approve, Deny, Defer N/A



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff Recommends approval of the Memorandum of Agreement with GDOT to include Bridgescape Design on the Panola Road @ I-20 Bridge for an amount of \$103,000. Funding for the design comes from 2024 SPLOST Allocation: Bridgescape & Streetscape (\$350,000).

ATTACHMENTS:

- (1) Attachment 1 - Memorandum of Agreement between GDOT and City of Stonecrest
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Item XIII. d.

3/5/2024

PI No. 00002868, DeKalb County
PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPFINGER WOODS DR

Jazzmin Randall Cobble, Mayor
City of Stonecrest
3120 Stonecrest Blvd.
Suite 190
Stonecrest, GA 30038

Attention: Hari Karikaran

Dear Mayor Cobble:

Attached is the Memorandum of Agreement (MOA) detailing the Preliminary Engineering Local funds commitment for Bridge Scape design as requested by the City of Stonecrest on the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, The City will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Gretel Sims, at (470) 747 2558.

Sincerely,

Kimberly Wells Nesbitt
State Program Delivery Administrator

KWN:CAR:NEN:GSS
Attachment- Draft MOA

cc: Albert V. Shelby, III, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District 7 Planning & Programming Liaison
General Accounting, ARBillings@dot.ga.gov
Windy Bickers, Office of Financial Management

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF STONECREST
FOR
PRELIMINARY ENGINEERING (PE)**

PROJECT ID NUMBER: 0002868

PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPPINGER WOODS DR

This Memorandum of Agreement (“Agreement”) is made and entered into on _____(the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and *City of Stonecrest* , Georgia, acting by and through its Mayor (hereinafter called the "LOCAL GOVERNMENT"). The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, PI No. 0002868, (*PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPPINGER WOODS DR*) (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) toward the PROJECT (hereinafter called “Local Match”) ; and

WHEREAS, the LOCAL GOVERNMENT has expressed to the DEPARTMENT a desire that certain aesthetic feature(s) be incorporated into the PROJECT, which are more specifically described in **Exhibit A – Aesthetic Feature(s)**; and,

WHEREAS, the LOCAL GOVERNMENT presented the concept for the aesthetic feature(s) before the DEPARTMENT; and

WHEREAS, Preliminary Engineering (PE) funds will be used to fund the design of the bridge scape and aesthetic feature(s), and any other associated expenses incurred by any DEPARTMENT employee working on the PROJECT; and

WHEREAS, the estimated amount for the PE is **ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00)** to the DEPARTMENT within thirty (30) days of the effective date of this Agreement for the design of the bridge scape and aesthetic feature(s), and WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed

funding in the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) toward the PROJECT for costs associated with the design of the bridge scape and aesthetic feature(s),

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the State of Georgia and the traveling public; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein.
2. **SCOPE.**
 - 2.1. The PROJECT, PI #0002868, PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPFINGER WOODS DR.
 - 2.2 The funding contribution will be used to design the aesthetic features requested by the LOCAL GOVERNMENT as approved by the DEPARTMENT.
 - 2.2. Upon PROJECT completion, the LOCAL GOVERNMENT shall assume responsibility for and bear all costs and liability associated with post-PROJECT construction maintenance of the aesthetic feature(s) incorporated into the PROJECT, including but not limited to any and all hardscape, lighting systems and other aesthetic features, pursuant to this Agreement and any future GDOT-approved permit and/or maintenance agreement entered into between the PARTIES that is required for the LOCAL GOVERNMENT to assume its ongoing maintenance responsibilities
3. **TERM.**
 - 3.1. The duration of this Agreement shall commence on the Effective Date and shall expire ninety (90) days therefrom (the “Term”).
 - 3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.

4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

- 4.1. The LOCAL GOVERNMENT shall be responsible for contributing funding for the PROJECT in the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) . The LOCAL GOVERNMENT shall be responsible for providing payment of the Local Match to the DEPARTMENT within Thirty (30) days from the Effective Date of this Agreement.
- 4.2 All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

5. **TERMINATION.** Either PARTY may terminate this Agreement for cause or upon mutual consent of the PARTIES with thirty (30) days prior written notice provided to the other PARTY.
6. **NOTICES.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be e-mailed, mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or e-mail transmission, immediately followed by a telephone call to confirm delivery to:

To the DEPARTMENT:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Kimberly Wells Nesbitt,
State Program Delivery Administrator
Email: knesbitt@dot.ga.gov

with a copy to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Gretel Sims, Project Manager
Email: gsims@dot.ga.gov

To the LOCAL GOVERNMENT:

City of Stonecrest
 3120 Stonecrest Blvd.
 Suite 190
 Stonecrest, Georgia 30038
 ATTN: Jazzmin Randall Cobble, Mayor
 Email: mayorsoffice@stonecrestga.gov

with a copy to:

City of Stonecrest
 3120 Stonecrest Blvd.
 Suite 190
 Stonecrest, Georgia 30038
 ATTN: Hari Karikaran ,City Engineer
 Email: hkarikaran@stonecrestga.gov

The date on which such notice is delivered will be deemed the date thereof. Either PARTY may from time to time, by providing five (5) days' prior notice to the other Party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

7. COMPLIANCE WITH APPLICABLE LAWS.

- 7.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- 7.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- 7.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

8. EXHIBITS AND APPENDICES. The PARTIES acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A - Aesthetic Feature(s) Description

Appendix A - Certification of Compliances

9. MISCELLANEOUS.

- 9.1. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.
- 9.2. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
- 9.3. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.
- 9.4. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- 9.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 9.6. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- 9.7. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 9.8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 9.9. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.
- 9.10. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.
- 9.11. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer,

employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

**The remainder of this page intentionally left blank.
Signatures are on the following page.**

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF
TRANSPORTATION

City of Stonecrest, Georgia

BY: _____
Commissioner

BY: _____ (Seal)
Name and Title

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
City of Stonecrest, the _____

Attest

Name and Title

FEIN: _____

EXHIBIT A

AESTHETIC FEATURE(S) DESCRIPTION

Aesthetic design features being added to the bridge will possibly include illuminated lettering spelling STONECREST, provided on a support frame to be attached to the fencing on each side of the bridge. Fencing design may need to be modified from the DEPARTMENT's typical detail to accommodate support of requested lettering. Conduit, and possibly junction boxes for access to power supply, will need to be included to provide power for illuminated lettering. Lettering, modified fencing and conduit shall not require modifications to the design of major elements of the bridge. Additional lighting design features may also be included subject to the DEPARTMENT's approval.

APPENDIX A
CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

II. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the Agreement period.

Date

Signature



CITY COUNCIL AGENDA ITEM

SUBJECT: Panola Shoals Contract Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: George Turner, Mayor Pro Tem

PRESENTER: Gia Scruggs, City Manager

PURPOSE: Click or tap here to enter text.

FACTS: To make a decision on the Panola Shoals Contract Recommendation.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Declaring the Results of November Election

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: George Turner, Mayor Pro Tem

PRESENTER: George Turner, Mayor Pro Tem

PURPOSE: Click or tap here to enter text.

FACTS: To make a decision on the Resolution Declaring the Results of November Election.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Authorizing the Commencement of Validation Proceedings for General Obligation Bonds

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 25, 2024

SUBMITTED BY: George Turner, Mayor Pro Tem

PRESENTER: George Turner, Mayor Pro Tem

PURPOSE: Click or tap here to enter text.

FACTS: To make a decision on the resolution authorizing the commencement of validation proceedings for general obligation bonds.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

(5) Attachment 5 - Click or tap here to enter text.