

CITY COUNCIL MEETING

Ted Terry – Mayor

YT Bell

Andrea Cervone

Jamie Carroll

Awet Eyasu

Ahmed Hassan

Mario Williams

Keith Barker – City Manager

AGENDA

**Tuesday, September 4, 2018
7:00PM**

A. CALL TO ORDER

B. ROLL CALL

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: 8/9/18 Council Meeting and 7/31/18 Special Call Meeting

D. PUBLIC COMMENTS

E. OLD BUSINESS

E1) Approve Contract with Welcoming America

F. NEW BUSINESS

F1) Approval of the SPLOST #4 Engineering and Design for Various Projects

F2) Approve Change Order #1 to the Contract with Stuart Brothers for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road

F3) Adopt Installation Proposal for Three Speed Humps on Mell Ave

F4) Appoint Final Members to the Public Art Advisory Committee

F5) Appoint Final Resident member of the Charter Review Committee

F6) Adopt Resolution in Support of the One Region Initiative

F7) Adopt Proclamation Recognizing Somaliland's Human Right of Self Determination and Sovereign Statehood

G. REPORTS:

1) Planning & Zoning Report

2) City Manager's Report

3) City Attorney's Report

4) Council Remarks

5) Mayor's Report

ADJOURNMENT:

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E1

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Approve Contract with Welcoming America

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 9

INFORMATION CONTACT: Andrea Cervone &
Y.T. Bell
PHONE NUMBER: 404-296-6489

PURPOSE:

To consider and approve the attached contract with Welcoming America.

NEED/ IMPACT:

The City of Clarkston desires to enter into a contract with Welcoming America to pursue designation as a Certified Welcoming City.

RECOMMENDATIONS:

No staff recommendation.



CERTIFIED WELCOMING CERTIFICATION CONTRACT
between
Welcoming America
And
City of Clarkston

PARTIES

1. Welcoming America, Inc. (“Welcoming America”) a Georgia nonprofit corporation.
2. City of Clarkston, Georgia (“Client”), a Georgia municipal corporation.

AGREED TERMS

1. DEFINITIONS

The Parties agree that the following terms will have the meaning assigned to them below.

Audit: evidence gathering process that aims to assess the compliance of a Client with certain standards. Audits may be conducted on- or off-site and may be announced or unannounced.

Auditor: person qualified to carry out audits on behalf of the Certified Welcoming program of Welcoming America. The Auditor may be an employee of Welcoming America or an independently contracted natural or legal person.

Certificate: document issued by the Certified Welcoming program of Welcoming America which outlines the scope and duration of a Client’s Certification with Welcoming America. A valid Certificate serves as authorization for the Client to designate and market itself as Certified Welcoming, to use the Certified Welcoming mark and logo on internal and external materials, and for businesses, nonprofits, and other entities that are headquartered in or operate within the Client’s geographic limits to market themselves as based in a Certified Welcoming city and/or county.

Certification: process by which Certified Welcoming program of Welcoming America determines a Client’s compliance with the Welcoming Standard. In



addition to the initial certification, the Client must go through Certification every three years in order to maintain their Certificate.

Certification Fee: amount payable by the Client to Welcoming America for services provided by the Certified Welcoming program, as set out in the Certified Welcoming Standard Operating Procedure.

Certified Welcoming Standard Operating Procedure (SOP): The Certified Welcoming Standard Operating Procedure describes the Certified Welcoming certification system and its underlying rules and principles such as the certification cycle and the concept of compliance. A copy is provided as an attachment to this contract. The SOP may be updated by Welcoming America from time to time to reflect changes in process, systems, fees, and other relevant content. The current version is publicly available at www.certifiedwelcoming.org.

Client: any entity which has signed a Certified Welcoming Certification Contract with Welcoming America and is at any stage of the Certified Welcoming certification process.

Confidential Information: any information that would be regarded as confidential by a reasonable person relating to the affairs, operations, and interested parties to which the disclosing entity belongs or is related. The handling of Confidential Information is described in detail in the Certified Welcoming Standard Operating Procedure provided as an attachment to this document.

Effective Date: the date this contract is signed by both the Client and Welcoming America.

Certified Welcoming Marks: registered trademarks of the Certified Welcoming program owned by Welcoming America. The Certified Welcoming Marks are only for use by certified Clients and institutions headquartered or operating within the geographic limits of certified Clients. Guidelines for use of the Certified Welcoming Marks are set out in the Certified Welcoming Standard Operating Procedure.

Welcoming America: Welcoming America is a national nonprofit that believes when communities welcome newcomers they reach full economic and social potential. Welcoming America connects a broad network of nonprofits and local governments supporting efforts in developing plans, programs, and policies that transform their communities into vibrant places where people respect each other and everyone's talents are valued and



cultivated. Welcoming America is the organization which operates Certified Welcoming and develops the Welcoming Standard.

Certified Welcoming: Certified Welcoming is a program of Welcoming America. Cities and counties that meet the Welcoming Standard earn the title of Certified Welcoming. These communities build a competitive advantage, and have opportunities to share their welcoming practices on regional, national, and global stages.

Welcoming Standard: The Welcoming Standard captures the core of what it means to be welcoming. Developed by Welcoming America in collaboration with local governments, advocates, and diverse experts, and with input from the public at large, the Welcoming Standard provides a comprehensive roadmap for immigrant inclusion and welcome. The Welcoming Standard addresses a range of essential policies and programs, from language access to hiring practices. Clients must meet the core requirements outlined in the Welcoming Standard in order to obtain Certified Welcoming Certification. To be maintain certification, clients must continue to meet core requirements, and improve their score on additional requirements. The current Welcoming Standard is available at www.certifiedwelcoming.org, and included in its entirety as an attachment to this contract.

2. PURPOSE OF THE CONTRACT

2.1 This contract is an agreement for the provision of Certification, including recertification, by the Certified Welcoming program of Welcoming America to the Client.

2.2 The purpose of this contract is to enable the Certified Welcoming program of Welcoming America to certify the Client against the Welcoming Standard.

3. OBLIGATIONS OF THE CLIENT

3.1 The Client will perform all actions required to receive and maintain Certification. This includes compliance with the Welcoming Standard which can be found at www.certifiedwelcoming.org and as an attachment to this contract. If the client fails to maintain compliance with the Welcoming Standard or violates Certified Welcoming policies outlined in the Certified Welcoming Standard Operating Procedure (SOP), Welcoming America is authorized to apply sanctions relating to the certification status of the Client. The Certified Welcoming Standard Operating Procedure is included in its entirety as an attachment to this contract. The Client explicitly acknowledges the validity of the list of sanctions included in the SOP.



3.2 The Client will allow Welcoming America and its Auditor(s), free and unencumbered access to all areas, records, and personnel necessary for the purpose of granting Certification, to the extent that such access is permitted by applicable Federal and State laws.

3.3 The Client agrees that Welcoming America may appoint sub-contractors to conduct Audits.

3.4 The Client will not make use of its Certification in such a manner as to bring Welcoming America into disrepute and will not make any statement regarding its Certification which is misleading or unauthorized.

3.5 The Client will not make representations about its Certification beyond the scope outlined in its Certificate.

3.6 The Client only refers to its Certification in accordance with the guidelines outlined in the Certified Welcoming Standard Operating Procedure.

3.7 The Client has a duty to inform and will provide Welcoming America on a periodic and continuous basis with:

- a. Any information on changes related to the organization of the Client, such as a changes in administration or governance that may impact the Certification status.
- b. Any information regarding a potential or real conflict of interest present between the Client and an Auditor or Welcoming America employee in direct contact with the Client.

3.8 The Client will keep a record of all known complaints relating to compliance with the Welcoming Standard. The Client will take and document appropriate action with respect to such complaints and any deficiencies found in services that affect compliance with the Welcoming Standard. The Client will make these records available to the Certified Welcoming program when requested.

4. CERTIFICATION FEES AND PAYMENT

Welcoming America agrees to waive the intake and certification fees for the City of Clarkston for its initial certification (usually totaling \$12,000) and agrees to waive all recertification fees for the City of Clarkston.



5. OBLIGATIONS OF WELCOMING AMERICA

- 5.1 The Certified Welcoming program of Welcoming America will evaluate all Clients against the Welcoming Standard and Certified Welcoming Policies by means of Audits.
- 5.2 The Certified Welcoming program of Welcoming America will make available to Clients an up-to-date detailed description of the Audit and Certification procedures, and documents containing the requirements for Certification, the applicant's rights and duties, including Certification Fees.
- 5.3 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate.
- 5.4 The Certified Welcoming program of Welcoming America has procedures for receiving allegations, complaints, appeals and disputes received from Clients or third parties about issues related to Certification. Current procedures are described in the Standard Operating Procedures provided as an attachment to this contract.
- 5.5 The Certified Welcoming program of Welcoming America will only use properly trained and competent Auditors to conduct Audits.
- 5.6 Welcoming America will publish a list of certified Clients on its website.
- 5.7 Without disclosing confidential information, Welcoming America will promote certified communities on a regional, local, and international scale. Promotion may include opportunities to represent the Welcoming movement at international gatherings, media coverage, invitations to speak at national events, or inclusion in online and print promotional materials.

6. CONFIDENTIAL AND PUBLIC INFORMATION

- 6.1 Both Parties agree to maintain each other's Confidential Information confidential. Handling of Confidential Information is described in the Certified Welcoming Standard Operating Procedures provided as an attachment to this contract.
- 6.2 The following is not considered to be Confidential Information, and may be disclosed by either party:



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- a. Information that is in the public domain;
 - b. Information that is lawfully disclosed to either party by a third party without restriction on disclosure;
 - c. Information that is independently developed by either party, such as documents containing the name of the Client, scope and status of Certification;
 - d. Information the parties agree in writing is not confidential or may be disclosed;
 - e. Information that is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; and
 - f. All data in aggregated form that is not traceable to an individual entity.

- 6.3 A party may disclose the other party's Confidential Information to those of its representatives and partners who need to know such Confidential Information for the stated purpose of performing the obligations under this contract provided that:
 - a. it informs such representatives and partners of the confidential nature of the Confidential Information prior to disclosure; and
 - b. at all times, it is responsible for such representatives' or partner's compliance with the confidentiality obligations set out in this clause.

- 6.4 Welcoming America warrants to the Client that it maintains agreements with all of its partners that receive Confidential Information ensuring that such Confidential Information will not be disclosed publicly or to the Client's competitors.

7. DURATION AND TERMINATION OF CONTRACT

- 7.1 This contract will be valid from the Effective Date and will continue in force until terminated according to this clause 7, superseding any previous contract on Certification by the Parties.
- 7.2 This contract may be terminated by either party for any reason with at least 3 calendar months written notice to the other party.
- 7.3 Welcoming America may terminate this contract with immediate effect if:



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- a. the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in a misleading or improper way;
 - b. The Client fails to pay Certification Fees;
 - c. The Client is decertified;
 - d. For a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees.

7.4 Upon termination of this contract, Welcoming America is required to publish the change in Certification status as a result of the termination of this contract.

7.5 Termination of this contract does not relieve the Client from its obligation to pay all Certification Fees due.

7.6 Termination of this contract will lead to the Client losing its status as Certified Welcoming and result in the following:

- a. The Client will immediately discontinue making any, and will remove all prior, references to Certification with Welcoming America.

8. AMENDMENT

8.1 Any modification of this contract must be mutually agreed upon and shall generally be in writing.

8.2 For practical purposes Welcoming America may decide to modify this contract through written notification three months prior to the intended effectiveness of the change.

8.3 In the event the Client does not agree with the intended change, the Client may terminate this contract in writing

- a. within 30 days after receipt of the written notification by Welcoming America and
- b. with effectiveness of the termination on the date of the change.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 Except in case of intent or gross negligence, liability of each party and its agents or assistants in performance shall be disclaimed. However,



the foregoing does not apply in case of a breach of material contractual obligations or in the event of damages to life, limb, or health. Material contractual obligations are obligations which are essential to the contract, and whose fulfillment enables the due performance of the contract, and that the parties regularly rely on and may rely on for compliance. The liability for damages shall be limited to the typical foreseeable damage.

9.2 The Client will defend, indemnify and hold Welcoming America, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising from the negligence or intentional wrongful conduct of Client's agents, officers or employees in connection with the performance of the contract.

9.3 Welcoming America will defend, indemnify and hold Welcoming America, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising from the negligence or intentional wrongful conduct of Welcoming America's agents, officers or employees in connection with the performance of the contract.

9.4 Nothing in this clause shall restrict or limit either Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

10. FORCE MAJEURE

10.1 Neither party will be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to natural disasters, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The right to terminate will not be affected.

10.2 If either party is prevented from, or delayed in, performing any duty under this contract, then this party shall immediately notify the other party of the event, of the duty affected, and of the expected duration of the event.



10.3 If any Force Majeure event prevents or delays performance of any duty under this contract for more than sixty days, then either party may on due notification to the other party terminate the contract.

11. ASSIGNMENT

11.1 Neither party may assign, transfer, or in any other manner hand over to any third party the rights or obligations of this contract unless agreed in writing by the other party.

12. LAW AND JURISDICTION

12.1 The exclusive place of performance and jurisdiction for all disputes arising from this contract will be the State of Georgia, for both parties, as far as applicable. Welcoming America reserves the right to institute legal proceedings at the place where the Client has its place of business.

12.2 In the event of a dispute arising out of this contract, the parties may choose to resort to arbitration. The Arbitrator will be agreed upon by both parties and any decision by the Arbitrator will be binding on the parties. The cost of arbitration will be borne by the parties in such proportion as decided by the Arbitrator.

12.3 This contract and all questions concerning its performance, validity, and interpretation shall be governed by the law of the United States.

13. SEVERABILITY

13.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the present contract will remain valid.

Agreed and Signed on [Date].

Melissa Bertolo
Certified Welcoming Manager
Welcoming America

City of Clarkston

CITY OF CLARKSTON

ITEM NO: F1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Ordinance

MEETING DATE: September 4, 2018

SUBJECT: Approve Professional Engineering Design Services for Various Pedestrian Enhancements

DEPARTMENT: City Manager

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 61

INFORMATION CONTACT: Keith Barker, City
Manager PHONE NUMBER: 404-296-6489

PURPOSE:

To approve a contract for professional engineering design services for various pedestrian enhancements with POND in the amount of \$283,215.75.

NEED/ IMPACT:

Background

The Clarkson City Council approved a list of SPLOST projects in 2017. The following list of projects were included in that list:

PROJECT ID	PROJECT DESCRIPTION
SPLOST 04-A	• Rowland Street @ North Indian Creek Pedestrian Improvements including a HAWK signal & Right-In/Right-Out concrete island installation
SPLOST 04-B	• Rowland Street Road Diet/"Green Street" from Lovejoy Rd to Market Street (section from Market St. to Norman Rd. is included in streetscapes project limits)
SPLOST 04-C	• PATH Trailhead (Church @ Northern Ave)
SPLOST 04-D	• East Ponce de Leon/Church Street @ CSX pedestrian and signal improvements

In order to realize a savings and efficiency in design and construction plan development, staff recommended that these projects be combined in one bid package. Once the construction plans are completed and permitted, it is anticipated that each project will be constructed individually. This is necessary due to the diverse design scope and permitting requirements for each project.

Staff estimates that the city realized approximately **25% cost savings** by combining the design phase of each project into a single bid package. Staff developed a project schedule, as shown below, for various design plan submittals for each project and this schedule was included in the RFP bid documents:

TASK	SCHEDULE			
	PROJECT			
	A	B	C	D
Kick-Off Meeting	9/14/2018	9/14/2018	9/14/2018	9/14/2018
Concept Plan Submittal	10/26/2018	10/26/2018	10/26/2018	10/26/2018
Public Information Meeting	11/6/2018	11/6/2018	11/6/2018	11/6/2018
Preliminary Plan Submittal	11/13/2018	1/22/2019	1/27/2019	2/6/2019
Final Construction Plans	11/22/2018	3/28/2019	2/17/2019	9/6/2019
City Advertise To-Bid	12/4/2018	4/22/2019	3/11/2019	11/6/2019
City Let To Construction	2/2019	7/2019	5/2019	2/2020

In addition to design and permitting services, the RFP included requirements for public and business owner participation at various stages of plan development. As with the Streetscape project, the city will procure the services of local leaders to assist in the translation process as public meetings occur.

Bid Process

The RFP for “PROFESSIONAL ENGINEERING DESIGN SERVICES FOR VARIOUS PEDESTRIAN ENHANCEMENTS: was advertised beginning July 12th, 2018. The RFP was advertised at several public sites including the new State Procurement Registry. Proposals were accepted until August 8th, 2018. A pre-bid meeting was held and 5 firms attended.

Two proposals were received on August 8th, 2018; POND & Griffin & Davis Consulting, Inc. The technical and fee proposals of both firms were reviewed in accordance with the city’s Professional Procurement Policy and POND was identified as the most qualified. All RFP submittals from POND were reviewed by staff and found to be satisfactory. POND’s fee for design services; \$283,215.75, is **13% less** than the SPLOST budget allocation of \$327,500 developed in 2017. It should be noted that the design fee and technical proposal from Griffin & Davis Consulting omitted numerous technical requirements and their corresponding fee of \$100,000 was unreasonably low for the work scope required by the city.

The design fee from POND for each project is as follows:

PROJECT ID	PROJECT DESCRIPTION	DESIGN FEE
SPLOST 04-A	• Rowland Street @ North Indian Creek Pedestrian Improvements	\$75,105.15
SPLOST 04-B	• Rowland Street Road Diet/”Green Street”	\$83,726.70
SPLOST 04-C	• PATH Trailhead (Church @ Northern Ave)	\$41,440.05
SPLOST 04-D	• East Ponce de Leon/Church Street @ CSX pedestrian and signal improvements	\$82,943.85
TOTAL		\$283,215.75

Fiscal Note

Funding for this contract will be derived from the SPLOST Funds account

RECOMMENDATIONS:

Staff recommends approval of a contract for Professional Engineering Design Services for Various Enhancements with POND in the amount of \$283,215.75

CITY OF CLARKSTON PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into effective the ___ day of _____, 2018 by and between the **City of Clarkston** (“CITY”) and **POND** (“Civil Engineering Firm”) (individually referred to as “Party” and collectively as “Parties”). This Agreement is for performing professional civil engineering services in the development of design and construction plans and specifications for “Various Pedestrian Enhancements – SPLOST 04” (the “Services”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, CITY and Civil Engineering Firm agree as follows:

1. Term

The “Effective Date” of this Agreement shall be the date said Agreement is signed by the CITY which is set forth above. The time period from the Effective Date through the end of the Contract Time, and the satisfactory completion of the Project if later, shall be the “Term”.

2. Definitions.

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

2.1 Contract.

The Contract includes the Contract Documents and is the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended or modified only by a Modification.

2.2 Contract Documents.

The Contract Documents consist of this Agreement between CITY and the Civil Engineering firm for the preparation of design and construction plans for ‘Various Pedestrian Enhancements – SPLOST 04’. A Modification is a written amendment to the Agreement signed by either Parties or a Change Order.

2.3 Contract Execution.

The Contract Execution means the date on which Civil Engineering firm executes and enters into a Contract

2.4 Contract Price.

The Contract Price means the total monies, adjusted in accordance with any provision herein, payable to the Civil Engineering firm pursuant to the Contract.

2.5 Contract Time.

The Contract Time means the period of time stated in the Contract for the completion of the Work. Time is of the essence.

2.6 CITY.

The CITY means the City of Clarkston, located in DeKalb County, Georgia.

2.7 Civil Engineering Firm.

Civil Engineering firm means POND contracting directly with the CITY to perform Work pursuant to this Agreement.

2.8 Liaison.

The representative of the CITY who shall act as Liaison between the CITY and the Civil Engineering firm for all matters pertaining to this Agreement, including review of Civil Engineering firm's work product, unless otherwise specified in writing by CITY.

2.9 Project.

Project means a task or set of tasks assigned pursuant to the Contract to perform Civil Engineering Services. It shall have a scope of services, schedule and fees in which the "Various Pedestrian Enhancements" will be performed as outlined in the POND proposal dated August 8th, 2018 and revised fee proposal dated August 8th, 2018.

2.10 Subconsultant.

The Subconsultant means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Civil Engineering firm or with any of its subconsultants at any tier to provide a portion of the Work called for by this Agreement.

2.11 Work.

The Work means any and all obligations, duties and responsibilities, including the development of design and biddable set of construction plans and specifications for "Various Pedestrian Enhancements"; as identified in the scope of services dated August 8th, 2018 (Exhibit A), prepared by the Civil Engineering firm, as necessary for the successful completion of a Project, assigned to or undertaken by the Civil Engineering firm in accordance with the Contract.

3. Compensation

3.1 For general consulting services as outlined in this Agreement, CITY shall pay Civil Engineering firm the revised fee submitted by the Civil Engineering firm, dated August 8th, 2018 for the scope of work identified in the technical proposal prepared by the Civil Engineering firm and dated August 8th, 2018, is not authorized to begin Work, and CITY is not obligated to pay compensation, until the Contract is signed or if the CITY issues a Notice to Proceed prior to the signing of the Contract. It is anticipated that Civil Engineering Services will be performed and reimbursed on payment terms agreeable to both Parties on Unit Price "Not To Exceed" basis. The Unit Price "Not to Exceed" cost identified for this

Agreement are identified by the Tasks in the proposal dated August 8th, 2018. It will be the responsibility of the Civil Engineering firm to periodically update the CITY regarding incurred fees for the various Work Tasks in the Proposed Scope of Services executed under this Agreement as it relates to an estimated Project budget in the event that a budget revision is warranted by the Work effort undertaken, or anticipated, by the Civil Engineering firm and as agreed to by the CITY. Civil Engineering firm and CITY will also periodically review Project progress and schedules to ensure timely completion of work.

- 3.2** The Unit Price “Not to Exceed” fee applies to those employees of the Civil Engineering firm who are engaged in providing professional Services under this Agreement. The Unit Price “Not to Exceed” fee is inclusive of telephone charges, computer expenses and routine expendable/office supplies. Reproduction, mileage charges and photocopying are allowed reimbursable expenses.

4. Scope of Services

- 4.1** Civil Engineering firm shall provide professional Services to the CITY as set forth in the Scope of Work included in the Contract.

5. Terms of Subcontracts.

All subcontracts and purchase orders with Subconsultants shall afford Civil Engineering firm rights against the Subconsultant which correspond to those rights afforded to CITY against Civil Engineering firm herein, including those rights of Contract suspension, termination, and stop work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between CITY and any Subconsultant of Civil Engineering firm and a provision to this effect shall be inserted into all agreements between Civil Engineering firm and its Subconsultants.

5.1 Civil Engineering Firm Responsible for Acts of Its Subconsultants.

Should Civil Engineering firm subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Civil Engineering firm of any liability or obligation under the Contract or under any applicable policy, law, or regulation, and Civil Engineering firm shall be responsible for all and any negligent acts, willful misconduct, defaults, omissions, or negligence of its Subconsultants, Suppliers, and consultants.

5.2 Personnel.

Civil Engineering firm shall employ and assign only qualified and competent personnel to perform any Services or task concerning the Civil Engineering Project. Civil Engineering firm shall designate one such person as a Project Manager. Absent written instruction from Civil Engineering firm to the contrary, a Project Manager shall be deemed to be Civil Engineering firm's authorized representative and shall be authorized to receive and accept any and all communications from CITY.

5.3 Removal of Subconsultants and Personnel.

If, at any time during the course of the Work, CITY reasonably determines that the performance of any Subconsultant or any member of Civil Engineering firm's staff working on the Work is unsatisfactory, CITY's Liaison may require Civil Engineering firm to remove such Subconsultant or staff member from

the Work immediately and replace the staff member at no cost or penalty to CITY for delays or inefficiencies the change may cause.

5.4 Notice of Personnel Changes.

No changes or substitutions shall be permitted in the Civil Engineering firm's key personnel as set forth herein without the prior written approval of CITY.

5.5 Supervision of the Work.

The Work shall be performed in a safe manner and strictly supervised and directed using Civil Engineering firm's professional skill and effort. Civil Engineering firm shall bear full responsibility for any and all negligent acts or omissions and willful misconduct of those engaged in the Work on behalf of Civil Engineering firm.

5.6 Standard of Care

Civil Engineering firm is a design consultant and warrants that any consulting and professional services performed by it under the Tasks identified in the Scope of Services and shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Civil Engineering firm's profession practicing at the same time in the same location. Civil Engineering firm warrants and guarantees to CITY that all labor furnished to progress of the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only quality results and in strict compliance with a Scope of Services, and in strict conformance with the Scope of Services. Civil Engineering firm recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Civil Engineering firm and CITY and agrees that the Civil Engineering firm will at all times in good faith use reasonable efforts to advance CITY's interests and agrees to perform the Work in a customarily accepted professional manner. The warranties contained in this Agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

6. Payment to Civil Engineering Firm

- 6.1** The CITY shall pay the Civil Engineering firm on the basis of the tasks completed in the Scope of Services on a Unit Price "Not to Exceed" basis. If applicable, each invoice shall be accompanied by a letter progress report, which outlines the work accomplished during the billing period, the percentage of the task completed the percentage of the project scope expended, and any problems that may be affecting a Project's execution.
- 6.1.1** The Civil Engineering firm shall not perform Work on any phase or task of a Project that will result in costs that will exceed the budget without the written consent of CITY.
- 6.2** All invoices submitted by the Civil Engineering firm shall be detailed to reflect the Work Tasks completed with the Scope of Services attached hereto and made a part hereof by reference.
- 6.3** There will be no payments for overtime billing. Overtime may be performed at the discretion of the Civil Engineering firm but the premium time portion of the overtime will not be billed.

6.4 The Civil Engineering firm shall bill for its services for Work completed in accordance with Subsection 6.1 for all Work Tasks. Invoices shall be paid per CITY policy and procedures, which is typically 30 calendar days from proof of receipt, as determined by CITY. If there is any dispute regarding an invoice, then the Civil Engineering firm may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice which will be paid per CITY policy and procedures. The disputed portion of the invoice will be paid per CITY policy and procedures upon resolution of the dispute.

6.5 Contract consists of four distinct projects. The Civil Engineering firm shall invoice the CITY on each individual project and identified by the project numbers in the CITY Request-for-Proposal

6.6 Final Payment.

Upon completion by the Civil Engineering Work Tasks, including the receipt of any final written submission of the Civil Engineering firm and the approval thereof by the authorized CITY representative, the CITY will pay the Civil Engineering firm all amounts earned for each project. The CITY incurs no obligation to pay the Civil Engineering firm for 100 percent of the not-to-exceed amount. Payment will only be made for the amounts earned. The Civil Engineering firm agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of a Work Tasks and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Work Tasks, and for any and all work done, and labor and materials furnished, in connection with same.

7. Changes in Work and Extensions of Time.

7.1 CITY's Right to Order Changes.

Changes in the Work within the general scope of a Project, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by CITY without invalidating the Contract. Such changes shall be communicated by Change Order. Civil Engineering firm shall proceed diligently with any changes, and same shall be accomplished in accordance with the following terms and conditions as set forth in this Section 7.

7.2 Change Order.

Change Order shall mean a written order to Civil Engineering firm executed by CITY, issued after execution of the Work Tasks, authorizing and directing a change in the Work and/or the Contract Time, or any combination thereof.

7.3 Adjustments to Contract Price or Contract Time.

Upon the occurrence of a change as set forth in Subsection 7.1 hereinabove which increases or decreases the cost of the Work or Services, the Parties will agree to adjust the Contract Price for such costs attributable to such change. Any extension of the Contract Time requested by Civil Engineering firm for performance of any Change Order may be granted by mutual agreement.

7.4 Effect of Executed Change Order.

The execution of a Change Order by Civil Engineering firm shall constitute conclusive confirmation of Civil Engineering firm's agreement to the ordered changes in the Work, the Contract Price, and the Contract Time, if any, as amended.

8. {Intentionally left blank}

9. Termination by the CITY

9.1 The CITY may for any reason whatsoever terminate performance under this Contract by the Civil Engineering firm for convenience. The CITY shall give written notice of such termination to the Civil Engineering firm specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the Civil Engineering firm receives the written notice.

9.2 This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CITY under this Agreement.

9.3 The Civil Engineering firm shall incur no further obligations in connection with the Work and the Civil Engineering firm shall stop Work when such termination notice is received. The Civil Engineering firm shall also terminate outstanding orders and subcontracts. The Civil Engineering firm shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

9.4 The Civil Engineering firm shall deliver to the CITY all completed or partially completed Work, including but not limited to hard copies and electronic copies, and materials, information and Contract rights as the Civil Engineering firm has.

9.5 Within sixty (60) days after its termination for convenience, the Civil Engineering firm shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. The claim shall be signed by an officer of the Civil Engineering firm under oath and under penalty of perjury. If the Civil Engineering firm fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the Civil Engineering firm. The total sum to be paid the Civil Engineering firm under this Subsection 9.5 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Civil Engineering firm for the termination of the Contract for convenience.

10. Indemnification.

10.1 From Personal Injury or Damage to Tangible Property.

Civil Engineering firm shall indemnify and hold the CITY, their officials, officers, directors, or employees, harmless from liability, damages, penalties, fines, loss, cost and expense including, without limitation, reasonable attorneys' fees and expenses, to the extent arising from Civil Engineering firm's negligent acts, errors and omissions or willful misconduct during the performance of the Contract, provided that such liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property, to the extent caused by the negligence or willful misconduct of Civil Engineering firm or anyone for whose negligent acts or willful misconduct Civil Engineering firm is liable, unless such liability, claim, damage, loss, cost or expense is proximately caused by the CITY. The indemnification obligations herein shall not be limited in any way by coverage limitations in Civil Engineering firm's insurance policies. The Civil Engineering firm agrees to satisfy and pay and cause to be discharged judgments of record which may rendered against those

indemnified hereunder in connection with Civil Engineering firm's negligent or intentionally wrongful performance of the Agreement.

10.2 From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements.

Civil Engineering firm shall indemnify and hold harmless the CITY and its affiliates, consultants, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss occurring or sustained or resulting from:

10.2.1 Any violation by Civil Engineering firm, its Subconsultants, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract.

10.2.2 The failure of any of Civil Engineering firm employees, agents, representatives, or Subconsultants to obtain and maintain the required skills, licenses, certificates and permits mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters for a Project.

10.3 {Intentionally left blank}

10.4 Lien Indemnification.

If a notice of lien or the like, alleging non-payment, should be filed or served upon CITY by an Civil Engineering firm, laborer, materials Supplier, Subconsultant, or subcontractor on a project, CITY shall have the right to retain out of any payment to Civil Engineering firm then due, or thereafter to become due, an amount sufficient to completely indemnify CITY against said potential lien. In the event the lien should become perfected, CITY may call upon Civil Engineering firm to satisfy it and obtain its removal within ten (10) days and upon its failure to do so may pay the amount of the lien from the retained funds and, within thirty (30) days thereafter, pay the balance, if any, less CITY's expenses in the matter (including court costs and actual attorney's fees), to the Civil Engineering firm. Civil Engineering firm specifically agrees in this event that CITY may consider the amount of the lien as presumptively correct. In the event the lien is not perfected within the period of time set by law for the enforcement of liens, or within such extended time as the lien holder may by law obtain, CITY shall pay, without interest to the Civil Engineering firm whatever sums were retained, less CITY's expenses (including court costs and attorney's fees) in disproving the lien. The Civil Engineering firm shall also be responsible for the amount of any premium for any bond given by CITY to obtain the discharge of any lien, or for the interest on any money deposited for the purpose of discharging any lien.

11. Insurance.

11.1 Required Coverage and Limits.

Civil Engineering firm shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CITY. Insurance provided by Civil Engineering firm shall be primary and non-contributory coverage and shall be endorsed accordingly. CITY shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants; if Subconsultants are employed by the Civil Engineering firm. Civil Engineering firm shall provide certificates of insurance and Endorsements evidencing these coverages to CITY upon execution of this Agreement.

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.
- (e) Professional Liability Insurance in the minimum of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- (f) Umbrella Insurance in the minimum of Two Million Dollars (\$2,000,000) over and above the underlying required coverages of Commercial General Liability, and Auto Liability coverage.

Civil Engineering firm shall provide CITY a minimum thirty (30) days written notice prior to any change in insurance coverage. Said liability insurance policies shall name CITY as additional insured.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Civil Engineering firm's Services and Work regardless of when claims are made, during or after completion of the Services. Refer to Exhibit "B" for Certificate of Liability Insurance.

11.2 Increases in Coverage.

At the request of CITY, Civil Engineering firm shall increase the above insurance limits or obtain additional coverage at CITY's expense.

12. Miscellaneous.

12.1 General Conditions

Any conditions or specification contained in the Bid Package and not expressly restated herein are hereby incorporated herein by this reference.

12.2 Agreement Not to Discriminate

During the performance of this Agreement, the Civil Engineering firm will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Civil Engineering firm will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Civil Engineering firm will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Subconsultant, providing that the foregoing provisions shall not apply to contracts or Subconsultants for standard commercial supplies of raw materials.

12.3 Assignment

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

12.4 Waiver

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

12.5 Severability

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

12.6 Governing Law

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

12.7 Merger

The Parties agree that the terms of this Agreement include the entire agreement 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 Agreement.

12.8 Findings Confidential

The Civil Engineering firm agrees that its conclusions and any reports are for the confidential information of the CITY and will only discuss the same with it or its authorized representatives, except as directed by CITY. All documents, plans and reports prepared by the Civil Engineering firm pursuant to this Agreement shall become the property of the CITY and be delivered to CITY.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the Work, its conduct, results, or data gathered or processed should be released by the Civil Engineering firm without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the Civil Engineering firm, but should any such information be released by the CITY or by the Civil Engineering firm with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

The prohibited disclosure of the confidential information shall not apply to information which (a) was known to the Civil Engineering firm before receipt of same from the CITY; or (b) becomes publicly known other than through the Civil Engineering firm; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

12.9 Civil Engineering Firm to Cooperate

If the CITY undertakes or awards other contracts for additional related work, the Civil Engineering firm shall fully cooperate with such other Civil Engineering Consulting firms, private development firms and the CITY employees or appointed committee(s), and carefully coordinate its own Work with such additional work as may be directed by the CITY. The Civil Engineering firm shall not commit or permit any act which will interfere with the performance of work by any other Civil Engineering firm (s) or by CITY employees.

12.10 Conflict of Interest

12.10.1 Civil Engineering Firm's Interest

The Civil Engineering firm agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Civil Engineering firm further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

12.10.2 Interest of Public Officials

The Civil Engineering firm will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CITY to leave the employ of the CITY in order to work for the Civil Engineering firm or another entity.

12.11 Anti-Kickback

Salaries of engineers, landscape architects, planners and related professionals performing Work under this Agreement shall be paid by Civil Engineering firm unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Civil Engineering firm hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

12.12 Audits

At any time during normal business hours and as often as the CITY may deem necessary, the Civil Engineering firm shall make available to the CITY and/or representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of CITY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Civil Engineering firm shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on a Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing

agencies, and copies thereof shall be furnished upon request. Civil Engineering firm agrees that the provisions of this Article shall be included in any Agreements it may make with any Subconsultant, assignee, or transferee.

12.13 Verbal

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Civil Engineering firm to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section 7 above.

12.14 Independent Contractor

Civil Engineering firm shall perform the Services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Civil Engineering firm or any of its agents or employees to be the agent, employee, joint venturer, associate, or representative of the CITY. All employees furnished by Civil Engineering firm will be employees of Civil Engineering firm, and will at all times be subject to the direct supervision and control of Civil Engineering firm. Civil Engineering firm will have the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes and withholding), Worker's Compensation Insurance, and all other expenses relating to each such employee of Civil Engineering firm, and for paying all other costs incurred in performing the Services.

12.15 Ownership of Documents

The Design Documents and the Contract Documents, including but not limited to cost estimates, plans, diagrams and related documents prepared by Civil Engineering firm for the Work, shall become and be the sole property of the CITY. Any documents furnished by CITY shall remain the property of CITY. Civil Engineering firm may be permitted to retain copies of the Contract Documents and any documents furnished by CITY for its records; provided, however, that in no event shall Civil Engineering firm use, or permit to be used, any portion or all of such documents on other projects without CITY's prior written authorization. The Civil Engineering firm is permitted to use documents or portions of documents for marketing purposes after the documents have been made public, as indicated in section 12.8 of this agreement. The Civil Engineering firm shall provide an electronic copy and a hard copy of all deliverables.

12.16 Modifications

Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written modification signed by both Parties.

12.17 Notices

Any notices to be given hereunder by either Party to the other may be effected either by personal delivery in writing, by mail (registered or certified), postage prepaid with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the CITY

Keith Barker
City Manager
1055 Rowland Street
Clarkston, GA 30021

If to the Civil Engineering Firm:

Matthew Wilder, PLA, ASLA
POND
3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092

12.18 Attorney Fees

If any action at law or in equity is necessary to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

12.19 Litigation

As a condition precedent to the filing of any legal action by Civil Engineering firm against the CITY arising out of or relating to this Agreement, Civil Engineering firm shall first provide the CITY thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action.

12.20 Venue

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the Contract Documents, venue shall lie in DeKalb County, Georgia, and Civil Engineering firm specifically waives its right under the Georgia Constitution to object to venue lying in DeKalb County, Georgia.

12.21 Cooperation with Governmental Requirements.

If State of Georgia or Federal funds are used to finance any portion of a Project, all requirements resulting from the use of State of Georgia or Federal funds shall be met by the Civil Engineering firm. The Civil Engineering firm shall cooperate fully with CITY or private developer consultants and others, as may be directed by the CITY. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the CITY, furnishing reports, plans, cost estimates and other data produced in the course of work on the Project, as may be requested from time to time by the CITY to effect such cooperation and compliance with all directives issued by the CITY in accordance with this Agreement.

12.22 Survival.

The warranty, payment, indemnification, insurance, confidentiality, litigation, venue, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

12.23 No Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

12.24 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute on and the same instrument.

Executed by the Parties' duly authorized representatives as indicated by their signatures below.

CITY OF CLARKSTON

POND

BY: _____

BY: _____

Date: _____

Date: _____

(Printed Name, Title and Address)

(Printed Name, Title and Address)

**CITY OF CLARKSTON
PROFESSIONAL SERVICES AGREEMENT**

The Work Tasks and Scope of Work identified in the proposal dated August 8th, 2018, is issued by the City of Clarkston (“CITY”), and upon valuable consideration is accepted by POND (“Civil Engineering Firm”) pursuant to, and governed by the terms of, the Professional Services Agreement (“Agreement”) between the Parties effective _____, 2018. This Task Work Order becomes one of the Contract Documents as defined by the Agreement.

PROJECT SCOPE OF SERVICES

Refer to Exhibit “A”

CONTRACT PRICE

Refer to Fee Proposal Exhibit “B”

CERTIFICATE OF LIABILITY INSURANCE

See attached Exhibit “C”

CERTIFICATIONS & ADFIDAVITS

Refer to Attached Exhibit “D”

CONTRACT TIME

Civil Engineering firm will perform the Work within the duration identified in the Scope of Services developed in the CITY’s Request for Proposal issued July 12th, 2018, with the beginning date of the work tasks commencing upon the notice to proceed.

Executed by the Parties’ duly authorized representatives as indicated by their signatures below.

Issued by: CITY OF CLARKSTON

By: _____
Date

Accepted by: POND

By: _____
Date

(Printed name and Title)

EXHIBIT A

Title Page

RFP Subject

Professional Engineering Design Services for Various Pedestrian Enhancements
RFP # SPLOST – 04

Firm Name

Pond

Contact Person

Matthew Wilder, PLA, ASLA
3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092
P: 678.336.7740 | E: WilderM@pondco.com

Date

August 08, 2018

Proposed Subconsultants



Wolverton & Associates (Wolverton)

6745 Sugarloaf Parkway, Suite 100
Duluth, GA 30096
P: 770.447.8999
F: 770.447.9070

With the goal of building lasting relationships, Wolverton partners with leaders across a broad spectrum of industries to provide comprehensive engineering solutions. They are their clients' trusted advisors and provide holistic, integrated solutions in the areas of land development, transportation, traffic/Intelligent Transportation Systems (ITS), land surveying, and subsurface utility engineering.

Role: Traffic engineering, roadway design, surveying



PRAD Group Inc. (PRAD) (DBE Firm)

8200 Roberts Drive, Suite 400
Atlanta, Georgia 30350
P: 404.979.3300
F: 404.979.3310

Founded in 1983 in Atlanta, Georgia, PRAD is a full service architectural, engineering, program management, construction management, and general construction African American-owned firm. PRAD was formed to provide client-focused, professional architectural and engineering services to the Southeast.

Role: Cost estimating, erosion and sediment control, stormwater plans

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3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

August 08, 2018

City of Clarkston Annex
1055 Rowland Street
Clarkston, GA 30021

Re: Professional Engineering Design Services for Various Pedestrian Enhancements RFP # SPLOST – 04

Dear Keith and Larry:

Clarkston is a terrifically diverse and resilient community, and Pond is pleased to have this opportunity to submit our enclosed qualifications for the numerous pedestrian enhancements proposed in the City. As an avid cyclist, I ride through Clarkston on a regular basis, and I am excited to see these improvements in the pipeline. Even more so, I am excited to have the opportunity to help improve this corridor, not only for my own safety, but the safety of every resident, cyclist, and visitor to Clarkston. These changes will help tremendously to increase safety and the beauty of your city.

At Pond we have made a commitment to improving the region in which we live, and the network of trails that PATH has created is vital to the success of not just the City of Clarkston, but the viability of the entire region. I have worked with PATH on various trail projects since my first day on the job in Atlanta as a Landscape Architect, more than 15 years ago. I am proud that I, and our team of landscape architects and engineers, have been able to be part of the multi-modal transformation of metro-Atlanta through the work of PATH, their partner communities like Clarkston, and so many other stakeholders and supporters.

We have formed a team of talented and diverse professionals, who are ready to begin working immediately to engage and actively listen to the community, stakeholders, and client team. Pond will be supported by Wolverton and PRAD Group in the development of these four projects. The synergies that are possible between the compassionate, empathetic, creative, and innovative people of these firms, together with the City staff, stakeholders, and the community, will allow us to thrive together, to improve the mobility experience throughout Clarkston. We are vested in and committed to achieving the goals of PATH, the City, and the neighborhoods touched by these improvements. We look forward to the opportunity to begin work right away. We have reviewed the schedule, and understand per our discussion during the pre-bid meeting that other than minor adjustments here or there, the City is anxious to adhere to the timeline as presented. Our team is committed to the timeline; we will work through any minor modifications to the schedule immediately upon Notice to Proceed, and work expeditiously to execute the projects on schedule.

With kind regards,
Pond & Company

A blue ink signature of Matthew Wilder, written in a cursive style.

Matthew Wilder, PLA, ASLA
Senior Associate
Authorized to represent Pond in negotiations
wilderm@pondco.com
o: 678.336.7740
c: 404.405.4261

A blue ink signature of Bob Williams, written in a cursive style.

Bob Williams, PE, LEED AP
Vice President
Authorized to represent Pond in negotiations and sign contract
williamsb@pondco.com
o: 678.336.7740
c: 678.699.8779

Statement of Qualifications of the Project Team

A.4.1

Lead Firm’s Principal(s) Information

Robert Williams, PE, LEED AP
Vice President
 3500 Parkway Lane
 Suite 500
 Peachtree Corners, GA 30092
 C: 678.699.8779 | O: 678.336.7740

Ronald W. Osterloh, PE
Senior Vice President
 3500 Parkway Lane
 Suite 500
 Peachtree Corners, GA 30092
 C: 678.525.1632 | O: 678.336.7740



Corporate Structure

Pond is a privately owned C corporation, incorporated in Georgia in 1985. Pond was originally founded in 1965 as Armour & Associates and built a solid reputation as Armour, Cape & Pond. The firm changed its name to Pond & Company in 1998. The company has an active Board of Directors who elects the corporate officers that manage company operations.

Financials

Annual average revenue for the past five (5) years.

2013	2014	2015	2016	2017
\$ 63,727,918	\$ 71,801,326	\$ 84,036,042	\$ 106,294,531	\$ 136,303,216

A.4.2

Primary Place of Business

HQ | 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092

Pond’s Peachtree Corners office will lead design efforts for this project with more than 75 civil engineers, landscape architects, planning, and construction professionals.

Years in Business: 53

Branch Offices

- Augusta, GA
- Charleston, SC
- Colorado Springs, CO
- Columbia, SC
- Dallas/Ft. Worth, TX
- Honolulu, HI
- Houston (North), TX
- Houston (South), TX
- Huntsville, AL
- Jacksonville (North), FL
- Jacksonville (South), FL
- Mobile, AL
- New Orleans, LA
- Phoenix, AZ
- San Antonio, TX
- Savannah, GA
- St. Louis, MO
- Tampa, FL
- Virginia Beach, VA
- Washington, DC
- International
- Sasebo, Japan
- Rota, Spain
- Saint John, Canada

Pond’s Comprehensive Services

Pond, headquartered in Gwinnett County, is a full-service architecture, engineering, planning, and construction management firm committed to listening, planning, and delivering for our clients..

We provide full design and construction management services to local, state, and federal clients emphasizing commitment, innovation, and integrity.

Pond was founded and has continued to grow based upon the firm’s strength in providing excellent architectural and engineering services for state, federal, and local government agencies.

Today, Pond is proud to be ranked among Atlanta’s “Best Places to Work”. Pond’s staff of 520+ professionals provides a deep bench of experience and the capabilities to offer personalized solutions to help clients manage projects from concept to completion – and everything in between – with confidence and clarity. In fact, the most significant indicator of our commitment to clients is that more than 85% of our business comes from repeat clients!

- Architecture | Interiors
- Aerospace | Aviation
- Community Development
- Construction
- Defense
- Energy
- Environmental Services
- Facilities Engineering
- Federal
- Transportation

PROJECT/DESIGN DIRECTOR | POND

Matthew Wilder, PLA, ASLA, LEED AP

Education:

MLA, Landscape Architecture, University of Georgia, 2001

Graduate Certificate in Historic Preservation, 2001

BS, Botany, Miami University, 1997

Professional Registrations:

Professional Landscape Architect, GA

USGBC LEED® Accredited Professional

GSWCC – Level II Certified Design Professional



Matthew has 17 years of experience focusing on creating places for people to thrive. He hopes that each and every project results in a better human experience. His areas of expertise include public spaces, green infrastructure, and low impact stormwater management. Matthew's experiences are wide ranging and adaptable – from urban streetscapes, parks, trails and greenways, to campuses and city infrastructure. He will be the sole person responsible for the performance of design services for the project.

Matthew's project experience includes:

- **AlphaLoop**
Alpharetta, GA
Role: Design Director
- **Big Creek Greenway Extension/Trailhead**
Alpharetta, GA
Role: Design Director
- **Louise G. Howard Park**
Atlanta, GA
Role: Project Manager
- **Tanyard Creek Trail (Atlanta BeltLine Northside Trail)**
Atlanta, GA
Role: Project Manager
- **Ferst Drive/Cherry Street Streetscape Improvements**
Atlanta, GA
Role: Design Director
- **Howell Mill Road Complete Streets**
Atlanta, GA
Role: Design Coordinator
- **5th Street Bike Lanes**
Atlanta, GA
Role: Project Manager & Lead Designer

PRINCIPAL-IN-CHARGE | POND

Bob Williams, PE, LEED AP

Education:

BS, Civil Engineering, New Jersey Institute of Technology, 1989

Professional Registrations:

Professional Engineer, GA

USGBC LEED® Accredited Professional

GSWCC – Level II Certified Design

Professional



Bob, Vice President of Community Development at Pond, oversees the combined Landscape Architecture and Civil Engineering Studios. Bob will be engaged on any given task to ensure quality and constructibility, as well as to ensure proper resources and staffing are available and assigned to meet time and budget needs.

Bob's project experience includes:

- **Sixth Street TE Grant Streetscape**
Gwinnett County, GA
Role: Principal-in-Charge
- **Georgia Tech TE Grant Sixth Street**
Atlanta, GA
Role: Principal-in-Charge
- **Alpharetta Big Creek Greenway Extension**
Alpharetta, GA
Role: Principal-in-Charge
- **AlphaLoop**
Alpharetta, GA
Role: Principal-in-Charge
- **Ferst Drive/Cherry Street Streetscape Improvements**
Atlanta, GA
Role: Principal-in-Charge
- **Lombard Mill Pond Preserve Trail**
Rockdale County, GA
Role: Principal-in-Charge
- **North Oconee East Campus Greenway Connector**
Athens-Clarke County, GA
Role: Principal-in-Charge
- **North Clarendon/US 278 Intersection Safety Improvements**
Avondale Estates, GA
Role: Principal-in-Charge

LANDSCAPE ARCHITECT | POND

Pedro Torres, PLA, ASLA

Education:

MBA, Business Administration, University of North Georgia, 2016
BLA, Landscape Architecture, University of Georgia, 2012

Professional Registrations:

Professional Landscape Architect, GA
USGBC LEED® Green Associate



Pedro's project experience includes a vast array of residential, commercial, and public projects that vary from small intimate healing gardens to large-scale planning and design. At Pond, Pedro uses his knowledge and skills to prepare site analysis diagrams, illustrative final concepts, construction documents, and 3D model renderings. His experience gives him the ability to be detailed oriented and cognizant of the project's constructability.

Pedro's project experience includes:

- **North Oconee East Campus Greenway Connector**
Athens-Clarke County, GA
Role: Landscape Architect
- **Gwinnett Place CID Multi-modal Green Corridor Master Plan**
Gwinnett County, GA
Role: Landscape Architect
- **Indian Trail-Lilburn Road LCI**
Norcross, GA
Role: Landscape Architect
- **AlphaLoop**
Alpharetta, GA
Role: Landscape Architect
- **Howell Mill Road Complete Streets**
Atlanta, GA
Role: Landscape Architect
- **Sixth Street TE Grant Streetscape**
Gwinnett County, GA
Role: Landscape Architect
- **JTA Mobility Works Complete Street**
Jacksonville, FL
Role: Community Outreach & Development

LANDSCAPE ARCHITECT | POND

Brooke Donahue, ASLA

Education:

BLA, Landscape Architecture, Louisiana State University, 2012
BS, Landscape Design/Horticulture, Auburn University, 2002

Professional Registrations:

N/A



Brooke has six years of professional landscape design experience. Her creativity and enthusiasm for design permeates her plans as she addresses the needs and purposes of client and community, while maintaining the natural site integrity. Her vibrant, appealing designs serve communities and visitors by strengthening connections to the natural environment. Brooke's proficiency in AutoCAD, SketchUp, ArcGIS, Adobe Creative Suite, and 3DsMax enhances her ability to generate convincing 3D models, color renderings, brochures, booklets, and other presentation materials to communicate with clients.

Brooke's project experience includes:

- **Peachtree Corners Innovation District Trail Scoping Study**
Peachtree Corners, GA
Role: Landscape Architect
- **PATH Westside Trail**
Atlanta, GA
Role: Landscape Architect
- **Howell Mill Road Complete Streets**
Atlanta, GA
Role: Landscape Architect
- **Union Hill Park Master Plan**
Alpharetta, GA
Role: Landscape Architect
- **AlphaLoop**
Alpharetta, GA
Role: Landscape Architect
- **Mall Boulevard and Gwinnett Place Drive**
Gwinnett County, GA
Role: Landscape Architect

Kevin Hendrix, PE, LEED AP

Education:

BS, Construction Engineering, Southern Polytechnic State University, 2010
BS, Civil Engineering, Southern Polytechnic State University, 2008

Professional Registrations:

Professional Engineer, GA
USGBC LEED® Accredited Professional
GSWCC – Level II Certified Design Professional



Kevin has more than 12 years of experience in the civil site design of projects throughout the southeastern United States. Kevin has extensive experience with stormwater analysis and stormwater management design. Specialties include hydrologic and hydraulic modeling, water quality best management practice design, detention and retention design, grading and erosion control design, plan and report production, and project coordination.

Kevin's project experience includes:

- **Laney Walker Boulevard Realignment and Streetscape**
Augusta, GA
Role: Civil Engineer
- **Bunten Road Park**
Duluth, GA
Role: Civil Engineer
- **Alpharetta Big Creek Greenway Extension**
Alpharetta, GA
Role: Civil Engineer
- **Various Culvert Replacements and Flood Studies**
Dunwoody, GA
Role: Civil Engineer
- **Reeves Creek Trail**
Stockbridge, GA
Role: Civil Engineer
- **Sixth Street TE Grant Streetscape**
Gwinnett County, GA
Role: Civil Engineer
- **Grove Way/Bush Street Realignment**
Roswell, GA
Role: Civil Engineer

Tanya Norman, PE

Education:

BS, Civil Engineering, Southern Polytechnic State University, 2004

Professional Registrations:

Professional Engineer, GA
GSWCC – Level II Certified Design Professional
GSWCC Level IB Certified Inspector



Tanya has more than 12 years of experience in civil engineering including storm drainage design, grading plan preparation, stormwater management and water quality BMP design, hydrologic and hydraulic studies, sanitary sewer design, floodplain studies, erosion and sediment control design, and coordinating wetlands encroachments.

Tanya's project experience includes:

- **Master Plan for Downtown Stormwater Detention**
Duluth, GA
Role: Civil Engineer
- **Sugar Hill East Regional Retention/Amenity Pond**
Sugar Hill, GA
Role: Civil Engineer
- **Eighth Street Corridor Design Services**
Atlanta, GA
Role: Civil Engineer
- **Rockdale River Trail Phase E**
Rockdale County, GA
Role: Civil Engineer
- **JB Williams Park**
Gwinnett County, GA
Role: Civil Engineer
- **Clarkston City Hall Annex Phase I**
Clarkston, GA
Role: Civil Engineer
- **Pedestrian Underpass**
Morrow, GA
Role: Civil Engineer

TRANSPORTATION ENGINEER (SIGNALS) | POND

Zach Puckett, PE, IMSA II

Education:

BS, Civil Engineering, Georgia Institute of Technology, 2012

Professional Registrations:

Professional Engineer, GA
IMSA Traffic Signal Technician Level II
GSWCC – Level II Certified Design Professional



Zach has worked on a variety of transportation planning and design projects. He has experience with various engineering service projects, including street improvements and urban roadway design, as well as traffic signal and Intelligent Transportation Systems (ITS) design. Zach is familiar with the design standards and has skilled knowledge and technical experience with design and analysis software.

Zach's project experience includes:

- **SR 9 Downtown Main Street Improvements**
Alpharetta and Milton, GA
Role: Lead Engineer
- **GDOT Statewide Signal and ITS On-Call Design**
Statewide, GA
Role: Lead Engineer
- **Gwinnett County Mid-Block Crossings**
Gwinnett County, GA
Role: Lead Engineer
- **Buford Highway Transit Oriented Sidewalk/Multi-Use Path**
Norcross, GA
Role: Lead Engineer
- **North Avenue Pedestrian Improvements**
Atlanta, GA
Role: Lead Engineer
- **Norcross to Lilburn Multi-Use Trail**
Norcross, GA
Role: Lead Engineer
- **Eves Road Complete Street**
Roswell, GA
Role: Lead Engineer

TRANSPORTATION DESIGNER | POND

Matt Norris, EIT

Education:

BS, Architectural Engineering; BS, Civil Engineering; Certificate Explosives Engineering, Missouri University of Science and Technology, 2017

Professional Registrations:

Engineer-in-Training



Matt has been involved in the design and planning of a variety of projects. His experience lies in Intelligent Transportation Systems (ITS), mid-block crossings and traffic signal design. Matt has skilled technical experience with various design and traffic analysis software as well as knowledge and experience applying the design standards.

Matt's project experience includes:

- **Clarendon Road Off-System Safety Improvements**
Avondale Estates, GA
Role: Transportation Designer
- **AlphaLoop Crosswalk Design**
Alpharetta, GA
Role: Transportation Designer
- **Western Gwinnett Bikeway**
Gwinnett County, GA
Role: Transportation Designer
- **Talley Street/Sams Street Traffic Study**
Decatur, GA
Role: Transportation Designer
- **SR 74 Comprehensive Corridor Study**
Fayette County, GA
Role: Transportation Designer
- **SR 9 Downtown Main Street Improvements**
Alpharetta and Milton, GA
Role: Transportation Designer
- **Buford Highway/Thompson Mill Signal Design**
Gwinnett County, GA
Role: Transportation Designer

TRAFFIC ENGINEER | WOLVERTON

Robert Jacquette, Jr., PE, PTOE

Education:

BS, Civil Engineering, Georgia Institute of Technology, 2007

Professional Registrations:

Professional Engineer, GA
Professional Traffic Operations Engineer



Rob specializes in Transportation System Management and Operations (TSM&O) but has completed all aspects of traffic engineering, including traffic signal timing, traffic impact studies, corridor studies, traffic signal design, and ITS/ATMS design.

Rob's project experience includes:

- **City Of Clarkston Pedestrian Study**
Clarkston, GA
Role: Project Manager
- **Barnwell Road Hawk Signal**
Johns Creek, GA
Role: Project Manager
- **Antioch at Goza Intersection Improvements**
Fayette County, GA
Role: Project Manager



North Indian Creek Drive And Rowland Street – Wolverton



Mt. Vernon Pedestrian Improvements – Wolverton

ROADWAY ENGINEER | WOLVERTON

Daniel Taylor, PE

Education:

BS, Civil Engineering, Georgia Institute of Technology, 2007

Professional Registrations:

Registered Professional Engineer, GA
GSWCC – Level II Certified Design Professional



Daniel manages day-to-day project activities with a team of engineers and designers to provide conceptual layouts, horizontal alignments, vertical alignments, cross section design, drainage design, signing and marking, erosion control, signal design and right-of-way plans.

Daniel's project experience includes:

- **15th Street Pedestrian Improvements**
Augusta, GA
Role: Project Engineer
- **Chamblee Dunwoody Bike & Pedestrian Improvements**
DeKalb County, GA
Role: Project Engineer
- **Mt. Vernon Sidewalk**
DeKalb County, GA
Role: Project Engineer

LAND SURVEYOR | WOLVERTON

Tom True, PE, LS

Education:

BS, Civil Engineering, University of New Hampshire, 1986

Professional Registrations:

Professional Engineer
Registered Land Surveyor



Over the course of his career, Tom has worked on projects of all types and sizes – from residential septic systems to 450-mile, multi-state high pressure natural gas pipelines.

Tom's project experience includes:

- **Westside Connector**
Dunwoody, GA
Role: Survey Project Manager
- **Sugarloaf Parkway Improvements**
Gwinnett County, GA
Role: Survey Project Manager

CIVIL ENGINEER | PRAD

Chakira Johnson, PE

Education:

MS, International Relations, Troy University

BS, Civil Engineering, Georgia Institute of Technology

Professional Registrations:

Professional Engineer, GA



Chakira has more than 16 years of civil and environmental engineering experience – specializing in the design of water distribution, gravity sewer, and stormwater systems for both residential and commercial developments. In addition to her technical capabilities, she has extensive experience in project management, value engineering and client relations.

Chakira’s project experience includes:

- **Rodney Cook Sr. Park**
Atlanta, GA
Role: Project Engineer
- **Macon Stormwater Capital Improvement Project**
Macon, GA
Role: Design Manager
- **Rainbow Village**
Duluth, GA
Role: Project Engineer
- **Jesters Creek Pedestrian Pathway System**
Morrow, GA
Role: Project Engineer
- **Mangêt Street**
Marietta, GA
Role: Project Manager
- **McConnell Drive Drainage Study**
DeKalb County, GA
Role: Project Engineer
- **Morgan Falls Park**
Sandy Springs, GA
Role: Project Engineer

CIVIL ENGINEER | PRAD

Douglas Munnell, PE

Education:

BS, Civil Engineering, Texas Tech University

Professional Registrations:

Professional Engineer, GA

GSWCC – Level II Certified Design Professional



Douglas has more than 35 years of diverse experience in the public and the private sectors. His expertise lies in general civil engineering, especially water, wastewater, and stormwater pipelines; stormwater quality and quantity management; site development for municipalities; and streetscape projects. Douglas has reviewed plans for conformance with zoning and development regulations, as well as negotiating right-of-way acquisitions for clients. In addition, he has managed both bid and construction phases for clients.

Douglas’ project experience includes:

- **Infrastructure Replacement**
Hiram, GA
Role: Project Manager
- **Stockbridge Infrastructure**
Stockbridge, GA
Role: Project Manager
- **Summers Field Park Trailhead**
Barnesville, GA
Role: Project Engineer
- **North-South Connecting Sidewalks**
Commerce, GA
Role: Project Engineer
- **Hiram Street Improvements**
Hiram, GA
Role: Project Engineer
- **Tanger Boulevard Connecting Sidewalks/Multi-Use Trails**
Locust Grove, GA
Role: Project Engineer

A.4.4**Projects Performed in the State of Georgia (past two years)**

Project	Client
Reynoldstown Performance Space	Atlanta BeltLine Incorporated
Enota Park Expansion	Atlanta BeltLine Incorporated
Upper Flint Green Infrastructure	Atlanta Regional Commission (ARC)
Berckmans Road Waterline Phase 2	Augusta Utilities Department
Upper Ocmulgee Stormwater Improvements	Brown and Caldwell
Wieuca Road at Phipps Boulevard Roundabout	Buckhead Community Improvement District
Cabbagetown Memorial Drive Visioning	Cabbagetown Initiative CDC
Howell Mill Complete Streets	City of Atlanta
Atlanta Green Infrastructure Projects	City of Atlanta
Intersection Improvements East Cherokee Rusk	Cherokee County
East Cherokee at DRMS CA	Cherokee County
SR9 at Bethany Bend	City of Milton
Milton Freemanville Roundabout	City of Milton
Greenway Extension	City Of Alpharetta
Six Intersection Pedestrian Improvements	City Of Alpharetta
Farmhouse Community Heritage Park	City Of Alpharetta
Crosswalk Design Project for AlphaLoop	City Of Alpharetta
SR 9 at Marietta Street Signal Design	City of Alpharetta
Alpharetta City Trail	City of Alpharetta
Webb Bridge Road Concept	City of Alpharetta
AlphaLoop	City of Alpharetta
Alpharetta Greenway Survey & Concept	City of Alpharetta
Union Hill and Windward Park Master Plan	City of Alpharetta
Manning Oaks Elementary Park Concept	City of Alpharetta
Alpharetta Big Creek Greenway Extension	City of Alpharetta
City of Alpharetta Wills Park	City of Alpharetta
Lombard Mill Pond Preserve Trail	City of Augusta
COA Dyess Park Improvement Project	City of Augusta
North Clarendon Ave - Avondale Estates	City of Avondale Estates
Woodrow Way Sidewalk	City of Brookhaven
Talley Streets/Sams Street Traffic Study	City of Decatur
Master Detention Pond	City Of Duluth
Scott Hudgens Park	City Of Duluth
SR 120 East Sidewalks	City Of Duluth
Buford Highway/Pleasant Hill Interchange	City Of Duluth
Duluth Dream Keepers Artwork Project	City Of Duluth

A.4.4 (cont.)**Projects Performed in the State of Georgia (past two years) (cont.)**

Project	Client
Olde Towne Village Drainage	City Of Duluth
Gainesville Green Street Study	City Of Gainesville
Oak Tree Drive/SR 60 Connector	City Of Gainesville
Kimball Bridge Lighting	City of Johns Creek
Johns Creek Parks	City of Johns Creek
Somerby Path Realignment	City Of Peachtree City
SR 54 at MacDuff Pkwy	City of Peachtree City
SR 54 at Planterra Way	City of Peachtree City
7 Bridge Inspections	City Of Peachtree City
Somerby Path Connection	City Of Peachtree City
Traffic Counts for Peachtree Parkway	City Of Peachtree City
GATEway Landscape Peachtree Corners	City of Peachtree Corners
Peachtree Corners Dunwoody Design Standards	City of Peachtree Corners
Town Center Master Plan	City of Peachtree Corners
Peachtree Corners Roundabout	City of Peachtree Corners
Town Center Pedestrian Crossing Demand/Safety	City of Peachtree Corners
Pedestrian Crossing Type Evaluation	City of Peachtree Corners
Peachtree Corners Circle Multi-Use Trail Phase 2	City of Peachtree Corners
Peachtree Corners Innovation District Trail	City of Peachtree Corners
Roswell Eves Road Complete Street	City of Roswell
Crooked Creek Park	City of Sandy Springs
Hammond Park	City of Sandy Springs
Spalding Drive & Dalrymple Road	City of Sandy Springs
Beech Haven Sidewalks	Cobb County DOT
DeKalb Zoning Amendments	DeKalb County
DeKalb County Add Services for Sidewalks	DeKalb County
Big Creek Greenway Trail Phases 4 & 5	Forsyth County
GATEway Landscape	Gateway 85 Gwinnett
Miscellaneous Improvements at 3 Locations	Gateway 85 Gwinnett
Indian Trail Lilburn LCI	Gateway 85 Gwinnett
Berkeley Lake Sidewalk Expansion	Georgia Commercial Builders, Inc.
Don Carter State Park Equestrian and Hiking Trails	Georgia Department of Natural Resources
Resaca Battlefield Entry/Gateway	Georgia Department of Natural Resources
Fort Mountain State Park Feasibility	Georgia Department of Natural Resources
Indian Springs Cottage Site Work	Georgia Department of Natural Resources

A.4.4 (cont.)**Projects Performed in the State of Georgia (past two years) (cont.)**

Project	Client
Fort Yargo State Park Comfort Station Site	Georgia Department of Natural Resources
Hard Labor Creek State Park Campgrounds	Georgia Department of Natural Resources
Panola Mountain Master Plan Update	Georgia Department of Natural Resources
S.C. Foster State Park Master Plan & Facility Assessments	Georgia Department of Natural Resources
Battle of Brier Creek Memorial	Georgia Department of Natural Resources
State Route 9 Widening	Georgia DOT
North Avenue Signal Modification	Georgia Institute of Technology
Glen Altama Connector Corridor Project	Glynn County
Buford Highway CMAQ Sidewalks	Gwinnett County
Western Gwinnett Bikeway	Gwinnett County
Norcross to Lilburn Multi-Use Trail	Gwinnett County
Midblock Crossings	Gwinnett County
Western Gwinnett Bridge	Gwinnett County
Rhodes Jordan Park	Gwinnett County
Peachtree & Bethesda Turf	Gwinnett County
Mountain Park Park	Gwinnett County
Tribble Mill Park Trails Expansion	Gwinnett County
Gwinnett Trails	Gwinnett County
Mall Boulevard and Gwinnett Place Drive	Gwinnett Place
GPCID Corridor Studies	Gwinnett Place
Gwinnett LCI 5 Year Update	Gwinnett Place
Oakland Cemetery East Gate Design	Historic Oakland Foundation
Springvale Park Master Plan	Inman Park Neighborhood Association
Vine City Park Phase 2	Park Pride
Pittman Park Playground	Park Pride
SR 101 at SR 120 Roundabout	Paulding County
Findley Plaza Revitalization	Renew Atlanta
Barrett Lakes Boulevard Corridor Study	Town Center Area Community Improvement District

A.4.5

Four (4) Relevant Projects (within the past 10 years)

LOUISE G. HOWARD PARK AND TRAILHEAD
ATLANTA, GA

The park is a critical link in the necklace of greenspace through this part of Atlanta. Prior to the development of Howard Park, Pond led the design of the first mile of the Atlanta BeltLine Northside Trail, which travels through and connects Ardmore, Tanyard Creek, and Howard Parks, as well as Bobby Jones Golf Course and the many surrounding neighborhoods.

The treatment of Howard Park was rather minimal, but impactful. By turning the former home site into a gently rolling lawn and connecting the upper elevations of the property to the lower portions and the Creekside BeltLine trail through a granite stairway nestled into the hillside, the park is fully knitted into the fabric of the neighborhoods. A small pavilion is located at a great vantage point within the park and on any given day you will find families sitting for portraits, yoga classes, even weddings occurring in this beautiful setting, all while the BeltLine trail is abuzz with walkers, joggers, and cyclists.

Dates Services Performed

Design: 2012 | Construction: 2012 – 2013

Construction Bid Amount/Budget

Northside Trail: \$1.02M | Louise G. Howard \$165,000

Contract Design Fees/Budget

Northside Trail: \$83,475 | Louise G. Howard: \$14,600

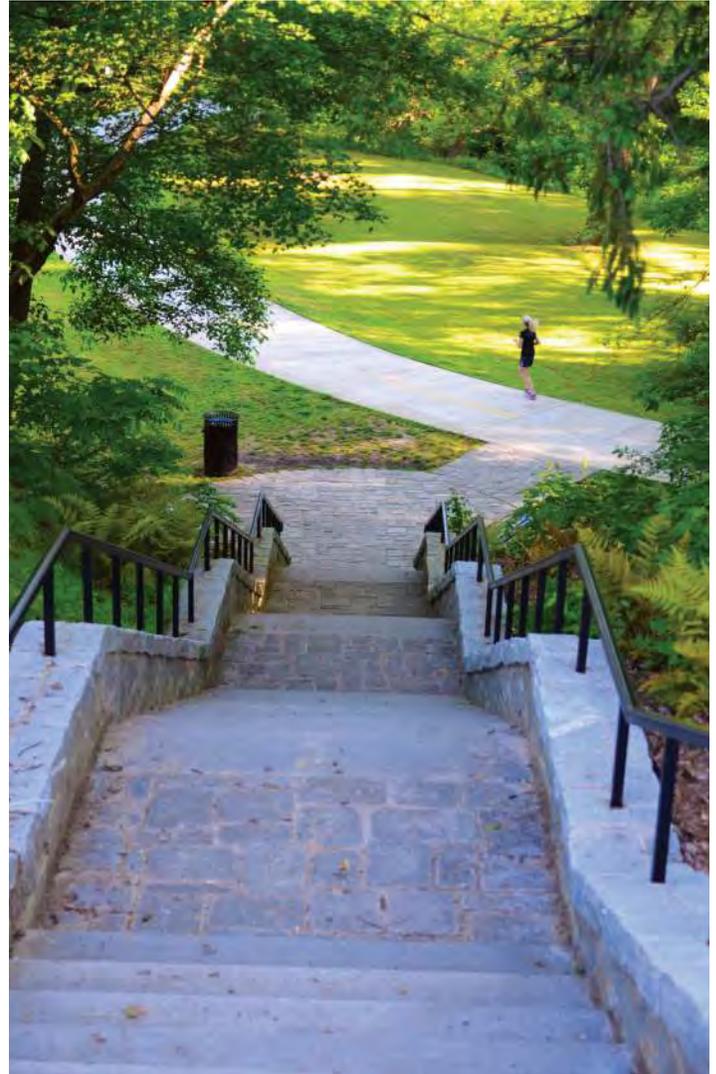
Final Design Fees

Northside Trail: \$83,475 | Louise G. Howard: \$14,600

Client Representative

Dan Calvert

P: 404.227.1086 | E: djcalvert@atlantaga.gov



STATE ROUTE (SR) 9 DOWNTOWN MAIN STREET IMPROVEMENTS ALPHARETTA AND MILTON, GA

This Georgia DOT programmed project consisted of the widening and safety and operational improvements of SR 9 from Upper Hembree Road to Windward Parkway including the stretch of SR 9 (Main Street), through downtown Alpharetta. In addition to the widening, the project also included reconfiguration of side roads, pedestrian improvements, streetscape improvements and signal upgrades.

The work is divided into two projects; one begins at Upper Hembree Road and continues to Academy Street; the other stretches from Academy Street to Windward Parkway. SR 9 is a non-uniform arterial, currently having several different sections along the 3.8-mile corridor. The proposed improvements will generally consist of a four-lane section with 17-foot raised median. The proposed section will require several design exceptions to minimize impacts to various historical and sensitive properties throughout the core downtown area.

The project also included roadway and streetscaping improvements to the downtown corridor to serve as a gateway to downtown Alpharetta. Abundant stores and restaurants make this area a popular corridor for pedestrians. While the existing roadway is a 4-lane undivided roadway with minimal sidewalks, the proposed roadway includes a raised landscaped median, 8-foot wide sidewalks with brick accents, hardscaping and landscaping along the shoulders, pedestrian lighting, decorative traffic signal mast arms, as well as two Pedestrian Hybrid Beacon (HAWK) mid-block crossings.

The project required an extensive stakeholder and public involvement coordination effort to build a consensus of the proposed improvements. This included coordination with numerous past and future design efforts, including an LCI initiative as well as a proposed downtown redevelopment plan.



Dates Services Performed

2007 – Present

Construction Bid Amount

\$36M

Contract Design Fees

\$7M

Final Design Fees

\$7.2M

Client Representative

Peter Emmanuel

P: 404.631.1158 | E: pemmanuel@dot.ga.gov

SR 60/GREEN STREET CONTEXT-SENSITIVE DESIGN

GAINESVILLE, GA



Pond conducted a comprehensive study investigating the feasibility of making needed infrastructure improvements along this historic Gainesville street. How to address the traffic congestion and pedestrian safety along this corridor has been a challenge for decades, as the current four-lane street has no turn lanes and limited right-of-way.

The Pond Team conducted a series of advisory committee meetings with key corridor stakeholders to identify the issues and receive feedback on alternatives. Many context-sensitive alternatives were developed, including an innovative cross-section to include a raised median with an inward sloping roadway and drainage structures in the median to reduce impacts to mature trees along the shoulders. The study has been closely coordinated with concurrent roundabout feasibility studies being performed by Georgia DOT. The study recommendations included an innovative alternative featuring implementation of a median section to work with the adjacent roundabouts.

Pond performed extensive stakeholder outreach and traffic analysis to support this unique concept.

Dates Services Performed

2017 – 2018

Construction Bid Amount

N/A

Contract Design Fees

\$97,000

Final Design Fees

\$97,000

Client Representative

Chris Rotalsky

P: 770.535.6882 | E: crotalsky@gainesville.org

NORTH CLARENDON/US 278 INTERSECTION OFF-SYSTEM SAFETY IMPROVEMENTS AVONDALE ESTATES, GA



Pond is currently working on an intersection improvement in downtown Avondale Estates, funded by GDOT's Off-System Safety Program. The scope includes the design and reconstruction of sidewalks, broken curbs, and pavement which suffers from constant bus and truck traffic in a historic district frequented by pedestrians. The scope also includes providing additional pedestrian heads at the existing traffic signal, new accessible ramps and minor drainage work. The project is a collaboration between Pond's landscape architects, traffic, and roadway engineers. Services being performed include surveying, complete street/streetscape design, roadway design, signal/traffic operations design.

Dates Services Performed

2017 – Present

Construction Bid Amount/Budget

\$150,000

Contract Design Fees

\$30,000

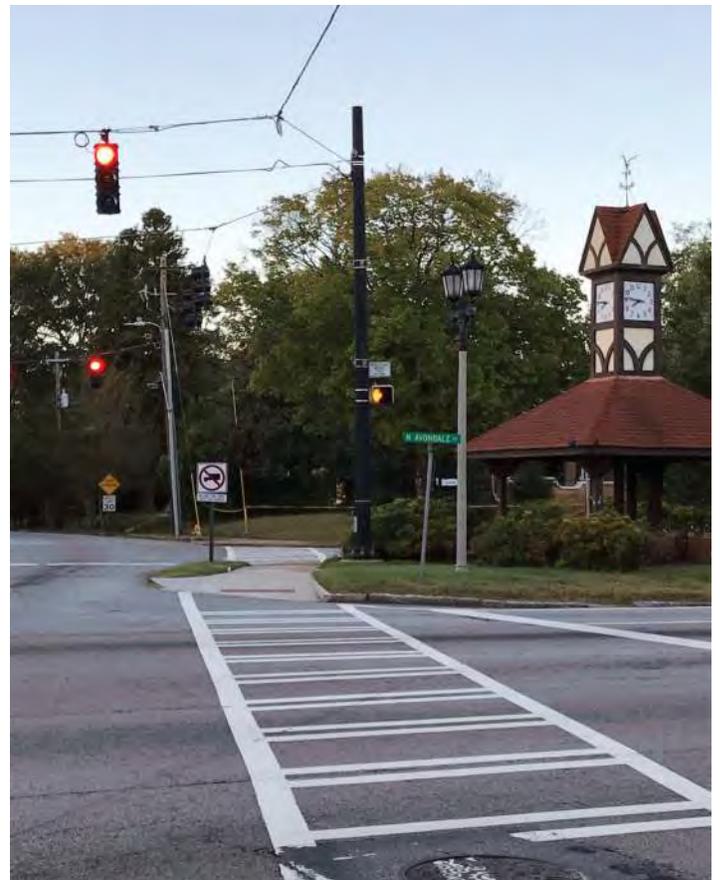
Final Design Fees

Year to Date: \$18,000

Client Representative

Keri Stevens

P: 404.294.5400 | E: kstevens@avondaleestates.org



A.4.6

PROJECT MANAGER

Brad Jones, PLA, ASLA



Education

BLA, Landscape Architecture, University of Georgia, 1995

Professional Registrations

*Registered Landscape Architect, GA
GSWCC – Level II Certified Design Professional*

As Project Manager, Brad’s role will be to coordinate with the technical team, the QA/QC Principals, and the City of Clarkston to resolve the requirements of each entity. He will supervise the development of all deliverables and ensure that quality control measures are taken at each step. With 23 years of experience as a metro-Atlanta based landscape architect, Brad’s experience has included the design and construction of trails, large-scale park master planning, greenways, streetscapes, and open spaces for city, county, and state governments. He has overseen the management of infrastructure projects of all scales and complexities in both urban and suburban areas.

Brad leads and supports multi-disciplinary teams at Pond. Within the Landscape Architecture Studio, Brad is currently leading a team of landscape architects, civil engineers, architects, structural, and MEP engineers in the development of the AlphaLoop, a greenway linking various employment centers with downtown Alpharetta, and the development of three individual new parks in Johns Creek. Brad is also leading our transportation team on an intersection improvement in his community of Avondale Estates.

Over the course of his career, Brad has led public involvement related to streetscape, complete street, and master planning design. He has participated in over 15 LCI planning projects involving stakeholder groups, property owners, developers and government officials. In cases dating from the “early years” of the complete street movement, Brad was involved in specific unique cases where new “outside the box” ideas were implemented on Atlanta-area state route projects.

Pedestrian safety became a grave concern on segments of Buford Highway in Chamblee in the late 1990s. As the design lead on a streetscape master plan for the area, Brad began research on new pedestrian mid-block crossing designs under development in other parts of the country. As a result, a mid-block median refuge design was developed, using what has now become known as the “HAWK” beacon. Another firm eventually implemented the Buford Highway streetscape between I-285 and Beverly Hills Drive, but the locations and basic design were implemented as conceptualized by Brad and his team, in what was likely the first installation of HAWK beacons in metro Atlanta. This project has since been noted in FHWA documents as a case study.

Another case was Brad’s involvement in the streetscape improvements of Memorial Drive at I-285. As part of the design team, Brad developed the streetscape standards that would be used. A lasting legacy of this project was GDOT and DeKalb County’s resulting preference in the barrier fencing design. GDOT was wary of the ornamental picket fence design typically specified for parks, apartments, and other private development, due to the 4” gap in the pickets, which would allow objects such as rocks or litter to pass through. Meanwhile, chain link was climbable, causing other issues, in addition to not being an aesthetic solution. Using a combination of heavy duty ornamental pickets and an expanded metal mesh, with smaller than 4” openings welded to the outside of the pickets, a secure yet attractive fence option was devised. This design has since been used on other GDOT overpass projects, including I-285 at Ashford Dunwoody Road and Flat Shoals Road.



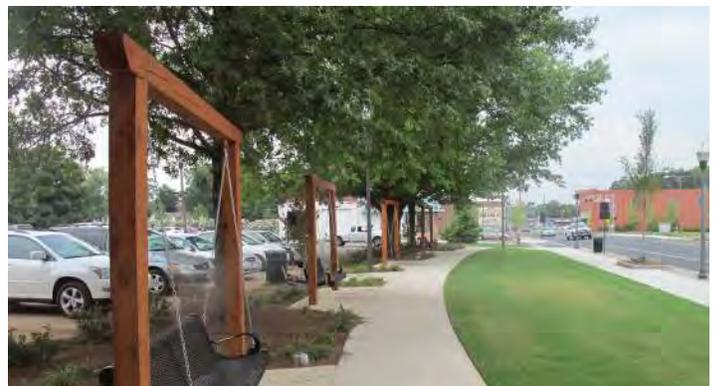
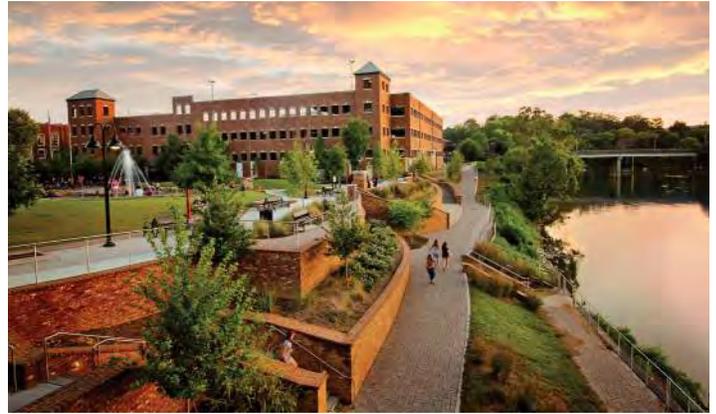
A.4.6 (cont.)

Project Manager (cont.)

Throughout his career, Brad has been in the role of leading or supporting large, complex teams to meet clients' goals, budgets, and deadlines. He also has the support of Matthew Wilder, PLA, ASLA, and the rest of the leadership and project managers at Pond to ensure that he has the answers and expertise at hand to meet any challenge and creatively solve any problem. Pond is built upon, and has grown to be the successful firm that we are because of our training and commitment to our employees and their personal and professional growth and success.

Brad's project experience includes:

- **Chamblee Bike/Pedestrian Master Plan**
Chamblee, GA
- **Chamblee Tucker Road Median Improvement**
Chamblee, GA
- **Rock Creek Greenway Phase 3 and 4**
Gainesville, GA
- **North Peachtree Road Streetscape Master Plan**
Chamblee, GA
- **Howell Mill Sidewalk**
Atlanta, GA
- **Jester's Creek Trail Safety Enhancements**
Morrow, GA
- **Johnson Ferry Road Streetscape**
Chamblee, GA
- **Peachtree Creek PATH Trail Plan**
Atlanta, GA
- **AlphaLoop**
Alpharetta, GA
- **Chamblee Dunwoody Road Streetscape**
Chamblee, GA
- **Clarendon Road Off-System Safety Improvements**
Avondale Estates, GA
- **Wesley Chapel LCI**
DeKalb County, GA
- **South Rome Streetscape**
Rome, GA
- **Midtown Gainesville Revitalization/Roosevelt Square Streetscape**
Gainesville, GA
- **Memorial Drive Streetscape and Design Guidelines**
DeKalb County, GA



A.4.7**Workload of Assigned Project Manager and Supporting Staff**

Personnel	Project	Role	Status/Completion	% of Time on this Project
Brad Jones, PLA, ASLA	Johns Creek Parks	PM	11/18	15%
	AlphaLoop	Lead LA	09/18	
	Big Creek Greenway Extension	PM	12/18	
Matthew Wilder, PLA, ASLA	Big Creek Greenway Extension	Design Director	12/18	3%
	Atlanta BeltLine Enota Park	Design Director	03/19	
	Johns Creek Parks	Design Director	11/18	
	AlphaLoop	Design Director	09/18	
	Atlanta Green Infrastructure Projects	Project Manager	01/19	
Bob Williams, PE, LEED AP	Big Creek Greenway Extension	Principal	12/18	1%
	Atlanta BeltLine Enota Park	Principal	03/19	
	Johns Creek Parks	Principal	11/18	
	AlphaLoop	Principal	09/18	
	Atlanta Green Infrastructure Projects	Principal	01/19	
Pedro Torres, PLA, ASLA	Big Creek Greenway Extension	Project LA	12/18	8%
	Johns Creek Parks	Project LA	11/18	
	Buford Highway/Pleasant Hill	Project LA	Spring 19	
	Fort McAllister State Park	Project LA	01/19	
Brooke Donahue, ASLA	AlphaLoop	Production	09/18	6%
	Gwinnett DWRCC	Production/Lead	12/18	
	Link Grant Park/Grubb	Production	Fall 18	
Kevin Hendrix, PE, LEED AP	Johns Creek Parks	Civil Engineer	11/18	6%
	Downtown Duluth Library	Civil Engineer	01/19	
	1630 Peachtree Industrial Apts.	Civil Engineer	03/19	
Tanya Norman, PE	Dobbins ARB, GA-Consolidate HQ	Civil Engineer	11/18	8%
	VA-Life Safety Upgrades Montgomery	Civil Engineer	01/19	
	Lancaster Fleet Operations Garage	Civil Engineer	01/19	
	Atlanta Green Infrastructure Projects	Civil Engineer	01/19	
Zach Puckett, PE, IMSA II	Howell Mill Road Complete Streets	Lead Engineer	12/19	7%
	AlphaLoop Mid-Block Crossings	Lead Engineer	09/18	
Matt Norris, EIT	AlphaLoop Mid-Block Crossings	Lead Engineer	09/18	4%
Chakira Johnson, PE	Rodney Cook, Sr. Park	Project Manager	04/19	4%
Douglas Munnell, PE	N/A	N/A	N/A	8%
Daniel Taylor	SR 133 Widening	Sr. Design Lead	06/19	6%
	SR 133 Widening (Doerun)	Sr. Design Lead	2020	
	Whitehead Road Bridge Replacement	Sr. Design Lead	08/18	
Tom True	N/A	N/A	N/A	3%
Rob Jacquette	Atlanta Communications, Operations & Maintenance Program	Project Manager	12/19	7%

The percent of time spent on the project is based on the number of hours projected for each staff person, and represented as a percent of the total hour projected for the four projects. An additional 4% of the time will be accounted for by design/engineering production staff, 7% of the hours will be attributed to survey/right-of-way needs, and 3% will be for clerical/administrative support of the scope of work, for all four projects. Our robust team has the breadth and depth of resources and the availability to commit to performing the scope of services in accordance with the Design Implementation Schedule – Table B.

A.4.8

Litigation

Pond is not currently and has not been involved in any litigation within the last five years.

PRAD Group, LLC has not been involved in any litigation, nor disputes, with owners or contractors within the last five years.

Wolverton & Associates as not been involved in any litigation within the last five years.

Statement of Project Understanding and Approach

There are four distinct, yet interrelated projects that will be accomplished under a single contract, to improve pedestrian safety and movement through the City, and primarily along the well-traveled PATH corridor. Exhibit D in the RFP describes the goals and needs of each of the four projects. Supplemental information provided as exhibits to the RFP also provide detailed information related to the intended scope of work and desired deliverables. The Pond Team has a clear understanding of the work and timeframe for completion.

Pond will be the lead/prime firm for this contract and will be supported by Wolverton and PRAD Group. **Matthew Wilder, PLA, ASLA** will serve as Project Director/Design Director and **Brad Jones, PLA, ASLA** will be the single point-of-contact Project Manager for the duration of the contract and all four projects.

Project A – The Rowland at North Indian Creek right-in, right-out HAWK signalized intersection (as clarified in the addendum) was previously studied by Wolverton for the City. Wolverton will provide the primary design services for the completion of this project as a part of the overall team. Pond will lead the project and manage the schedule, budget, and ensure that quality control measures are in place and completed by the design team. PRAD will support the team through cost estimating and erosion control plans as needed.

Project B – The Rowland Street Road Diet and Green Street design will be led by the landscape architecture and engineering team at Pond. PRAD will support the team through cost estimating and erosion control plans as needed. Wolverton will provide survey services as needed.

Project C – PATH Trailhead at Church and Northern Avenue. The design of this project will be led by the landscape architecture team and supported by the civil engineers at

Pond. PRAD will support the team through cost estimating and erosion control plans as needed. Wolverton will provide survey services as needed.

Project D – The East Ponce de Leon/Church Street intersection with the CSX corridor design and engineering will be led by the transportation and roadway engineers at Pond and supported by Pond's landscape architects. PRAD will support the team through cost estimating and erosion control plans as needed. Wolverton will provide survey services as needed.

Pond's Technical Plan for accomplishing the work can be succinctly summarized as follows:

- Project Kick-off – all relevant team members, including the Design Director, Project Manager, and task leads, will attend the kick-off meeting with the City to review the scope and schedule. The kick-off will also include the entire team visiting each of the four unique project sites to review existing conditions with the client team and to document any anomalies as relates to the scope of work.
- All survey needs will be finalized during the kick-off meeting, based on existing survey and GIS data the City provides to the consultant team. The survey scope will be finalized and surveyor Notice to Proceed (NTP) issued to begin immediately.
- Concept Plan development will occur through the use of GIS and aerial imagery/site observations and measurements. Concept Plans will be sketched and rendered as necessary to convey the proposed design, for review with the client, prior to the Public Information Open House (PIOH) in early November.
- The PIOH will be held to review and disseminate information on all four projects at once. Our team will staff the meeting with designers and technical experts associated with



Jacksonville Transit Authority Headquarters and Complete Street Design Rendering



Roswell Alleys Master Plan conceptual rendering of proposed pedestrian-first transformation of alleys from back of house vehicular ways to pedestrian-oriented public spaces

III.A.5 (cont.)

each project, in order to explain the projects and answer questions of meeting guests.

- Upon completion of the PIOH, we will utilize a regular status meeting to review the feedback gathered at the PIOH with City staff, make note of any necessary modifications to the concept plans, and upon approval by the client team, move forward with Preliminary Plan development.
- We recommend a presentation to City Council after the completion of the PIOH and before staff approves the team to proceed with Preliminary Plan development.
- Preliminary Plans will then advance according to each project's individual timeline, as this is the point in the schedule where the projects depart from a concurrent timeline. Regular progress meetings will occur to keep the client team and the design team informed of progress and any deviations from the path as set forth in the scope of work.
- We recommend that the first step in developing the preliminary plans for the Rowland Street Road Diet/Green Street is preceded by a business community meeting to ensure forward progress will be made according to a consensus understanding of the project, based upon the approved Concept Plan.
- Pond will self-perform Technical Quality Control (TQC) reviews at each milestone deliverable, and require them of our subconsultants to ensure we are providing the City with technically compliant plans that also conform to the scope of work and deliverables.
- Preliminary Plans will be submitted to the City for review. City staff will advise Pond of their necessary review time, and a meeting will be set to discuss each project as the timelines progress. After each individual project review, Pond will confirm the City staff comments and directives, and we will then move forward with Final Construction Plans, at the City's direction.
- Final Plans will be delivered to City staff for review, as each project reaches its scheduled deliverable date. Staff will provide comments during a review meeting. Upon approval, Pond will make final edits and produce 100% bid ready plans to the City to advertise for construction services.
- During the bid advertisement period, Pond will support the City through answering RFIs and make any minor adjustments to plans that may be needed.

- Final 100% conformed, construction ready plans will be presented to the City, prior to the City letting each project for construction.
- Construction Administration (CA) services are not requested as part of this scope of work and are therefore excluded. Pond is well-versed in providing CA services and can provide these services under separate or an additional contract if the City so needs or desires.

Pond has a very deep bench of locally-based landscape architects, civil and transportation engineers, project managers, and a vast array of supporting professional services, to solve any issues that may arise on these projects. Our teaming partners, Wolverton and PRAD, enhance our services to provide the City of Clarkston with a robust and efficient team that is staffed to achieve the City's goals and timeline without hesitation. We have a high level of familiarity with the project corridor and the specific project needs, and our history of developing trails, parks, trailheads, pedestrian crossings, and improvements is significant, and valuable to the City. Pond has been an early proponent and adopter of bike friendly infrastructure and pedestrian safety advances such as HAWK signals and RRFBs. We are dedicated to better design through green infrastructure and look forward to implementing the Road Diet And Green Street on Rowland. This project in particular is a significant opportunity to make a functional and aesthetic impact in the heart of Clarkston. Pond has the most well-rounded and engaged team to provide the City with the best options for successful implementation of not only this project, but all four projects. We will also ensure that there is continuity in design across all four projects, ensuring that each is recognizable as a City project, attributable to Clarkston's commitment to its residents and stature in metro-Atlanta.



the new Mableton Town Square infuses greenspace, sidewalks, safe street crossings, and improved flow of traffic

Time Schedule

Pond believes the City's proposed schedule, as shown in Section II.B – Table B is workable. Per the discussion that took place during the pre-bid meeting, we understand that the November 6, 2018 dates are in conflict with election day and will change. We also understand the City is flexible if the schedule changes by a matter of days or weeks as needed throughout the process. We wholly intend to stick to the schedule as closely as possible and will work with the City to amend it if it becomes necessary. Otherwise, we look forward to beginning immediately and working to deliver the projects within the schedule as shown.

POND

BY THE NUMBERS

ENR
THE TOP 500
DESIGN FIRMS
#133
FROM #230 IN 2016

2017
GEORGIA ENGINEERING AWARDS
EMPLOYER OF THE YEAR
GEORGIA ENGINEERING AWARDS

ATLANTA BUSINESS CHRONICLE
ATLANTA'S TOP ARCHITECTURAL FIRMS
#11

ENR Southeast
THE TOP DESIGN FIRMS
#26
FROM #32 IN 2016

SOUTHEAST DESIGN FIRM
OF THE YEAR
Engineering News-Record
ENR POND

ENR Southeast
THE TOP DESIGN FIRMS
#10
IN GEORGIA

ATLANTA BUSINESS CHRONICLE
ATLANTA'S TOP 25 ENGINEERING FIRMS
#3
FROM #3 IN 2016

ZWEIG GROUP
TOP TEN
BEST FIRMS TO WORK FOR

ENR
THE TOP 225
INTERNATIONAL DESIGN FIRMS
#195

Attachments

Attachments (Section V) that require signatures and/or completed information shall be included in the proposal submittal.

**“PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR
VARIOUS PEDESTRIAN ENHANCEMENTS”
7/30/2018
RESPONSE TO QUESTIONS
SPLOST 04**

The following are responses (in red) to questions received from prospective bidders:

Question #1: Are we expected to provide the complete right-of-way acquisition services namely, appraisal, negotiation, and the closing?

Response: No. Only plats and legal descriptions will be required in support of the city’s acquisition/negotiations/closings.

Question #2: Are there any City resources we can use in negotiating and closing? The City attorney for example?

Response: NA

Question #3: Are we to exclude the cost of the property in our proposal?

Response: NA

As a side note; this is not standard practice in the State of Georgia

Question #4: RFP makes no mention of any environmental services. Has this already been done or are we expected to include this service?

Response: Not required

Question #5: RFP makes no mention of any geotechnical services. Has already been completed? or are we expected to provide this service?

Response: Not required as part of this proposal. Any work associated with the bioretention swale will be performed by the city's on-call material testing firm

Question #6: RFP makes no mention of any site lighting are we expected to provide this service?

Response: Not required

Question #7: The RFP makes no reference of GDOT prequalification. Are all consultants and sub-consultants expected to be GDOT prequalified in the necessary area class?

Response: Not required although appropriate experience in the areas described in the RFP must be satisfied.

Please take note that the city would prefer proposals from companies whose offices are located in the State of Georgia and with experience in the State of Georgia

Question #8: Is the landscape architect expected to be GDOT prequalified?

Response: NA

Question #9: At this stage of the process can the City excludes all review fees (City, State and CSX)? We cannot estimate these costs at this stage.

Response: This is a City project. No state funding as identified in the RFP

The Consultant shall estimate the design fees for preparing plans, applications, etc for submittal to CSX and include those design fees in their proposal.

The City will fund fund the cost of the CSX permit fees.

Question #10: The schedule provided is very aggressive particularly where right of way acquisition is involved. In our experience, negotiation takes a minimum of 6 months. Is the schedule flexible?

Response: NA (see previous responses regarding acquisition)

Question #12: The RFP states the contract is hourly with a not to exceed amount. Will the scores be based on the hourly rates or the not to exceed amount?

Response: No

Question #13: Can the city please clarify or provide some specificity as to the level of detail and extents of existing survey that will be provided to the selected consultant team?

Response:

Trailhead: The city provided plans in the Exhibit that identified topographic survey for the trailhead. The City will provide the appropriate CAD drawings to the selected firm.

Rowland from Lovejoy to NIC: No survey required – only resurfacing.

North Indian Creek @ Rowland: Database sufficient to provide easements and/or ROW and the intersection layout to support construction of the medians, RT IN/RT OUT islands and the striping

Rowland Street from NIC to Market: Survey of infrastructure within existing ROW footprint to support the design components included in the RFP

Church and East Ponce Sidewalks: Survey of infrastructure within existing ROW footprint to support the design components included in the RFP

Question #14: Exhibit D, Table 1, Project B – it is stated that PATH Foundation to restripe and sign for Bike Lanes – please clarify is the striping and signage in this scope of work or, not in Contract and the responsibility of PATH?

Response: Signage and restriping plan for the entire length of Rowland (Market to Lovejoy) to be included in the proposal. The installation of all the signage and striping to be accomplished by the City. This clarifies the discussion at the pre-bid and RFP document. The City does not anticipate that PATH Foundation will perform this work.

Question #15: Exhibit D, Table 1, Project B – Is the city prepared to replace curb when resetting curb is not viable due to damage of existing curb material?

Response: New header curb will be utilized if the city's decision is to modify the existing footprint of the roadway as discussed at the pre-bid meeting. As discussed, the city may choose to use traffic calming, modifications to the alignment of the roadway or any combination thereof in order to achieve the desired "Pedestrian Friendly" environment. To that end; some, all or selected areas of header curb on Rowland Street (NIC to Market) may be replaced.

Question #16: Exhibit D, Table 1, Project C – please provide detail as the quantity/quality of the warehoused trolley rail that is to be incorporated into the trailhead design?

Response: One section of rail approximately 5 ft. in length. Good condition – minimal corrosion.

Question #17: Exhibit D, Table 1, Project D – the project appears to indicate 2 new mid-block crosswalks, with no mention of RRFBs or HAWK signals. Please advise – has the city previously determined that neither are appropriate, or does the city anticipate one or the other will be included at these crosswalks?

Response: Refer to Figure #11 in the Wolverton Report – RRFB in addition to this crossing layout. This is the city's preferred design



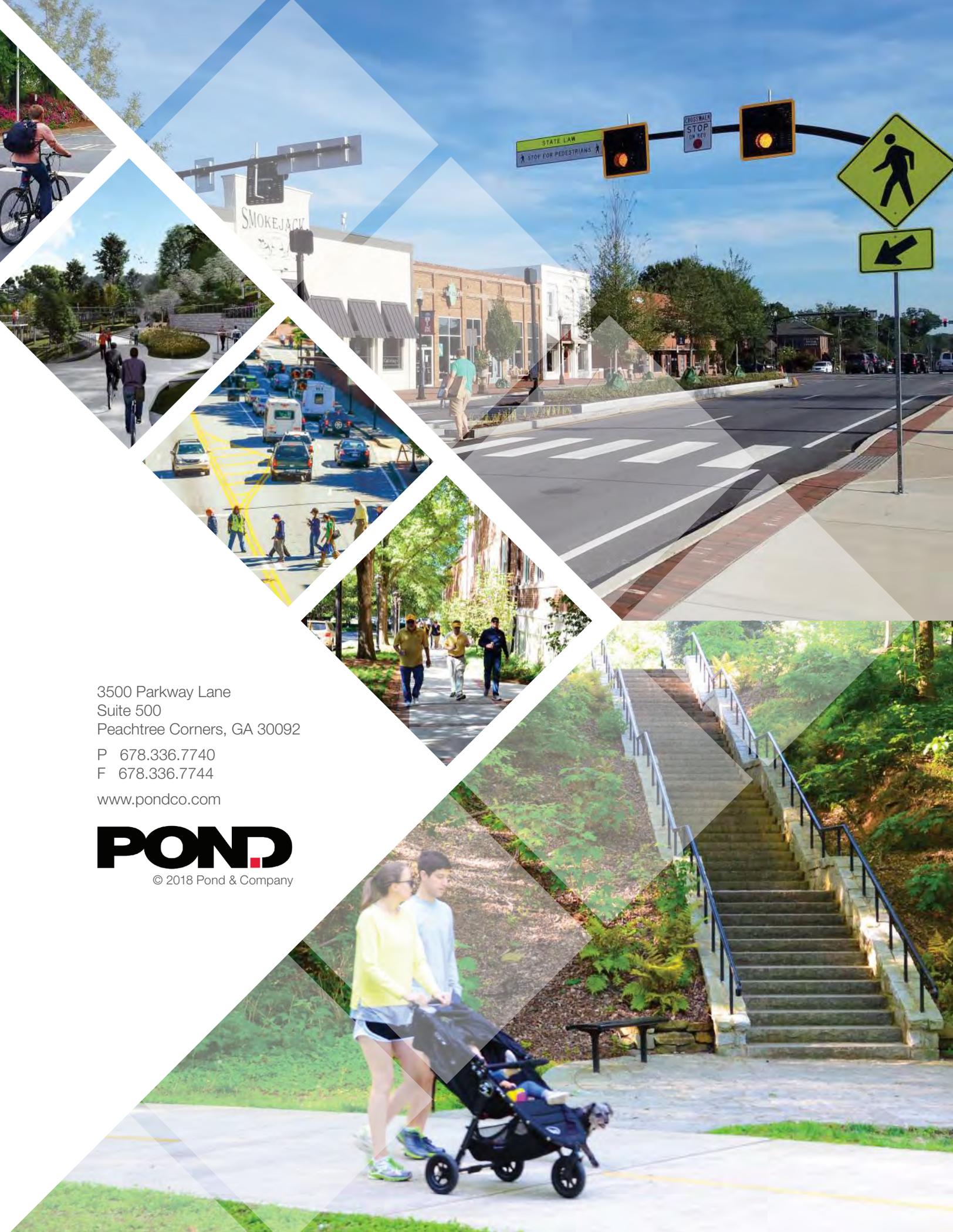
***“PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR
VARIOUS PEDESTRIAN ENHANCEMENTS”
ADDENDUM #1
SPLOST 04***

Date of Addendum Issuance: 8/3/2018

Addendum #1 Description:

Section I. B. of the RFP, the city incorrectly identified the pedestrian signal as a Rectangular Rapid Flashing Beacon (RRFB) as the pedestrian crossing system to be designed at the intersection of North Indian Creek at Rowland Street.

The correct pedestrian system to be designed for this location will be a “HAWK” (High-Intensity Activated Crosswalk).



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EXHIBIT B

City of Clarkston, GA

Professional Engineering Design Services for Various Ped Enhancements

SUMMARY BY Segment

COST AMOUNT OF CONTRACT PROPOSAL

8/8/2018

	PHASE	Percent	Prior Fee	Delta
Project A Rowland Street at North Indian Creek HAWK	\$ 75,105.15	27%	\$ 73,641.45	\$ 1,463.70
Project B Rowland Street road Diet/Green Street	\$ 83,726.70	30%	\$ 87,990.30	\$ (4,263.60)
Project C Church at Northern Ave Trailhead	\$ 41,440.05	15%	\$ 39,542.85	\$ 1,897.20
Project D East Ponce/Church St at CSX sidewalks, ADA	\$ 82,943.85	29%	\$ 65,236.65	\$ 17,707.20
TOTAL DESIGN COST	\$ 283,215.75		\$ 266,411.25	\$ 16,804.50

City of Clarkston: Professional Engineering Design Services for Various Pedestrian Enhancements

Project A: Rowland at North Indian Creek RRF&B & Right-in/Right-out intersection enhancements

Principal in Charge	Design Director	Project Manager	Landscape Architect	Senior Civil Engineer	Civil Engineer	Transportation Engineer, Sr.	Transportation Engineer, Jr.	Project Survey Director	Project Surveyor	2-man crew	Clerical	Hours and Cost Totals		
\$ 275.00	\$ 195.00	\$ 165.00	\$ 95.00	\$ 135.00	\$ 110.00	\$ 145.00	\$ 105.00	\$ 175.00	\$ 130.00	\$ 144.00	\$ 60.00			
STANDARD BILLING RATES														
Hrs. Task 1: Permit Applications & City Project Reviews														
	2	2		2									6 Concept Plan review with City engineer	
	4	4		4									12 Preliminary Plan review with City engineer	
	4	4		4									12 Final Plan review with City engineer	
					2							2	4 Prepare Notice of Intent	
0	10	10	0	10	2	0	0	0	0	0	0	2	34 HOURS SUBTOTAL	
\$ -	\$ 1,950.00	\$ 1,650.00	\$ -	\$ 1,350.00	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ 5,290.00	COST SUBTOTAL
Hrs. Task 2: Cost Estimates														
	0.5	1		1	2								4.5 Concept level cost estimate	
	0.5	2		3	4								9.5 Preliminary Plans cost estimate	
	0.5	1		3	4								8.5 Final Plans cost estimate	
1.5	0.5	1		2	1							2	8 TQC review of each estimate	
1.5	2	5	0	9	11	0	0	0	0	0	0	2	30.5 HOURS SUBTOTAL	
\$ 412.50	\$ 390.00	\$ 825.00	\$ -	\$ 1,215.00	\$ 1,210.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ 4,172.50	COST SUBTOTAL
Hrs. Task 3: Attendance at meetings														
	2	2				1	1						6 Project Kick-off mtg	
		12											12 Project Mgmt: Schedule, Budget maintenance	
	2	2											4 4 scoping meeting sessions	
		8											8 15 monthly status meetings	
		1.5											1.5 3 presentations to city council	
	10	10				5							25 5 Public/community meetings (PIOH)	
	1.5	1.5				1.5							4.5 3 meetings with business community	
0	15.5	37	0	0	0	7.5	1	0	0	0	0	0	61 HOURS SUBTOTAL	
\$ -	\$ 3,022.50	\$ 6,105.00	\$ -	\$ -	\$ -	\$ 1,087.50	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,320.00	COST SUBTOTAL
Hrs. Task 4: Project Materials														
						1	4						5 Database/Base Map development	
1	2					4	16						23 Concept Plan Development	
2	8					24	120						154 Preliminary Plans (75%)	
2	8					16	40						66 Final Construction Plans (90%)	
1	2					4	16						23 Biddable Plans (100%)	
		3											3 Monthly progress reports	
		6											6 Meeting agendas/minutes and distribution	
		2	4										6 Presentation boards / PowerPoint slide decks	
	3	3					12						18 TQC review of each stage of completion	
2	16					16							34 Project Management	
2	9	50	4	0	0	77	196	0	0	0	0	0	338 HOURS SUBTOTAL	
\$ 550.00	\$ 1,755.00	\$ 8,250.00	\$ 380.00	\$ -	\$ -	\$ 11,165.00	\$ 20,580.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,680.00	COST SUBTOTAL
Hrs. Task 5: Miscellaneous Responsibilities of Consultant														
								3	20	30			53 Field run survey	
												5	5 Printing and Mailing labor for community meetings	
												5	5 Labor for Public meeting agendas, minutes, handouts	
								3	20				23 ROW acquisition plats and legal descriptions	
0	0	0	0	0	0	0	0	6	40	30	10		86 HOURS SUBTOTAL	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 5,200.00	\$ 4,320.00	\$ 600.00	\$ 11,170.00	COST SUBTOTAL	
Hrs. N/A														
													0	
0	0	0	0	0	0	0	0	0	0	0	0	0	0 HOURS SUBTOTAL	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	COST SUBTOTAL	
3.5	36.5	102	4	19	13	84.5	197	6	40	30	14	549.5	TOTAL HOURS TASK 1.0-6.0	
\$ 962.50	\$ 7,117.50	\$ 16,830.00	\$ 380.00	\$ 2,565.00	\$ 1,430.00	\$ 12,252.50	\$ 20,685.00	\$ 1,050.00	\$ 5,200.00	\$ 4,320.00	\$ 840.00	\$ 73,632.50	TOTAL COST TASK 1.0-6.0	
1%	7%	19%	1%	3%	2%	15%	36%	1%	7%	5%	3%	100%	PERCENT OF TOTAL HOURS	
												\$ 1,472.65	EXPENSES / ODCs	
												\$ 75,105.15	PROJECT TOTAL	

City of Clarkston: Professional Engineering Design Services for Various Pedestrian Enhancements

Project B: Rowland Street Road Diet/Green Street from Lovejoy to Market

Principal in Charge	Design Director	Project Manager	Landscape Architect	Senior Civil Engineer	Civil Engineer	Transportation Engineer, Sr.	Transportation Engineer, Jr.	Survey Director	Senior Surveyor	Project Surveyor	2-man crew	Clerical	Hours and Cost Totals	
\$ 275.00	\$ 195.00	\$ 165.00	\$ 95.00	\$ 135.00	\$ 110.00	\$ 145.00	\$ 105.00	\$ 175.00	\$ 150.00	\$ 130.00	\$ 144.00	\$ 60.00		STANDARD BILLING RATES
Hrs. Task 1: Permit Applications & City Project Reviews														
	1.5	1.5	1.5			1.5								6 Concept Plan review with City engineer
		1	1		1		1							4 Preliminary Plan review with City engineer
		1			1		1							3 Final Plan review with City engineer
					2	4								6 Prepare Notice of Intent
0	1.5	3.5	2.5	4	4	3.5	0	0	0	0	0	0	0	19 HOURS SUBTOTAL
\$ -	\$ 292.50	\$ 577.50	\$ 237.50	\$ 540.00	\$ 440.00	\$ 507.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,595.00 COST SUBTOTAL
Hrs. Task 2: Cost Estimates														
	0.5	1		1	5									7.5 Concept level cost estimate
	0.5	1		1	5									7.5 Preliminary Plans cost estimate
	0.5	2		1	8									11.5 Final Plans cost estimate
3	0.5	2		5	3								1	14.5 TQC review of each estimate
3	2	6	0	8	21	0	0	0	0	0	0	0	1	41 HOURS SUBTOTAL
\$ 825.00	\$ 390.00	\$ 990.00	\$ -	\$ 1,080.00	\$ 2,310.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00	5,655.00 COST SUBTOTAL
Hrs. Task 3: Attendance at meetings														
	1	1		1		1								4 Project Kick-off mtg
														0 Project Mgmt: Schedule, Budget maintenance
														2 4 scoping meeting sessions
														8 15 monthly status meetings
														0 3 presentations to city council
	2.5	5	5			5	5							22.5 5 Public/community meetings (PIOH)
	1.5	1.5				1.5								4.5 3 meetings with business community
0	5	17.5	5	1	0	7.5	5	0	0	0	0	0	0	41 HOURS SUBTOTAL
\$ -	\$ 975.00	\$ 2,887.50	\$ 475.00	\$ 135.00	\$ -	\$ 1,087.50	\$ 525.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,085.00 COST SUBTOTAL
Hrs. Task 4: Project Materials														
			8				4							12 Database /Base Map development
			24		12		12							48 Concept Plan Development
	1	48	12	40	4	16								121 Preliminary Plans (75%)
	1	32	8	32	4	8								85 Final Construction Plans (90%)
	1	16	8	16	2	8								51 Biddable Plans (100%)
		5												5 Monthly progress reports
		5	5											10 Meeting agendas/minutes and distribution
		4												4 Presentation boards / PowerPoint slide decks
	8	1		6	4	8							2	29 TQC review of each stage of completion
4		40												44 Project Management
4	8	54	137	34	104	18	48	0	0	0	0	0	2	409 HOURS SUBTOTAL
\$ 1,100.00	\$ 1,560.00	\$ 8,910.00	\$ 13,015.00	\$ 4,590.00	\$ 11,440.00	\$ 2,610.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00	48,385.00 COST SUBTOTAL
Hrs. Task 5: Miscellaneous Responsibilities of Consultant														
								7	16	50	60			133 Field Run survey No. Indian Creek to Market St
												5		5 Printing and Mailing labor for community meetings
												5		5 Labor for Public meeting agendas, minutes, handouts
0	0	0	0	0	0	0	0	7	16	50	60	10		143 HOURS SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,225.00	\$ 2,400.00	\$ 6,500.00	\$ 8,640.00	\$ 600.00	\$ -	19,365.00 COST SUBTOTAL
Hrs. N/A														
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 HOURS SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 COST SUBTOTAL
7	16.5	81	144.5	47	129	29	53	7	16	50	60	13		653 TOTAL HOURS TASK 1.0-6.0
\$ 1,925.00	\$ 3,217.50	\$ 13,365.00	\$ 13,727.50	\$ 6,345.00	\$ 14,190.00	\$ 4,205.00	\$ 5,565.00	\$ 1,225.00	\$ 2,400.00	\$ 6,500.00	\$ 8,640.00	\$ 780.00	\$ -	\$ 82,085.00 TOTAL COST TASK 1.0-6.0
1%	3%	12%	22%	7%	20%	4%	8%	1%	2%	8%	9%	2%		100% PERCENT OF TOTAL HOURS
														\$ 1,641.70 EXPENSES / ODCs
														\$ 83,726.70 PROJECT TOTAL

City of Clarkston: Professional Engineering Design Services for Various Pedestrian Enhancements

Project C: PATH Trailhead Church at Northern Avenue

Principal in Charge	Design Director	Project Manager	Landscape Architect	Senior Civil Engineer	Civil Engineer	Transportation Engineer, Sr.	Transportation Engineer, Jr.	Survey Director	Senior Surveyor	Project Surveyor	2-man crew	Clerical	Hours and Cost Totals	
\$ 275.00	\$ 195.00	\$ 165.00	\$ 95.00	\$ 135.00	\$ 110.00	\$ 145.00	\$ 105.00	\$ 175.00	\$ 150.00	\$ 130.00	\$ 144.00	\$ 60.00		STANDARD BILLING RATES
														Hrs. Task 1: Permit Applications & City Project Reviews
			1	1										2 Concept Plan review with City engineer
			1	1										2 Preliminary Plan review with City engineer
			1											1 Final Plan review with City engineer
						1							1	2 Prepare Notice of Intent
0	0	3	2	0	1	0	0	0	0	0	0	0	1	7 HOURS SUBTOTAL
\$ -	\$ -	\$ 495.00	\$ 190.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00	\$ 855.00 COST SUBTOTAL
														Hrs. Task 2: Cost Estimates
			0.5	2	4									6.5 Concept level cost estimate
			0.5	2	4									6.5 Preliminary Plans cost estimate
			1	2	5									8 Final Plans cost estimate
3	1.5	1		3	2									10.5 TQC review of each estimate
3	1.5	3	0	9	15	0	0	0	0	0	0	0	0	31.5 HOURS SUBTOTAL
\$ 825.00	\$ 292.50	\$ 495.00	\$ -	\$ 1,215.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,477.50 COST SUBTOTAL
														Hrs. Task 3: Attendance at meetings
			1	1										2 Project Kick-off mtg
			8											8 Project Mgmt: Schedule, Budget maintenance
			2											2 4 scoping meeting sessions
			8											8 15 monthly status meetings
		1	1.5											2.5 3 presentations to city council
		2	2.5											4.5 5 Public/community meetings (PIOH)
		1.5	1.5											3 3 meetings with business community
0	4.5	24.5	1	0	0	0	0	0	0	0	0	0	0	30 HOURS SUBTOTAL
\$ -	\$ 877.50	\$ 4,042.50	\$ 95.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,015.00 COST SUBTOTAL
														Hrs. Task 4: Project Materials
			4						2	12				18 Database /Base Map development
			20											20 Concept Plan Development
		1	40	6	20									67 Preliminary Plans (75%)
		1	40	6	16									63 Final Construction Plans (90%)
		1	16	4	8									29 Biddable Plans (100%)
		4												4 Monthly progress reports
		2	8											10 Meeting agendas/minutes and distribution
		1	4											5 Presentation boards / PowerPoint slide decks
	3	1		6	4								2	16 TQC review of each stage of completion
2		24												26 Project Management
2	3	35	132	22	48	0	0	0	2	12	0	2		258 HOURS SUBTOTAL
\$ 550.00	\$ 585.00	\$ 5,775.00	\$ 12,540.00	\$ 2,970.00	\$ 5,280.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,560.00	\$ -	\$ 120.00	\$ 29,680.00	COST SUBTOTAL
														Hrs. Task 5: Miscellaneous Responsibilities of Consultant
													5	5 Printing and Mailing labor for community meetings
													5	5 Labor for Public meeting agendas, minutes, handouts
0	0	0	0	0	0	0	0	0	0	0	0	0	10	10 HOURS SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00 COST SUBTOTAL
														Hrs. N/A
													0	0 HOURS SUBTOTAL
0	0	0	0	0	0	0	0	0	0	0	0	0	0	COST SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	9	65.5	135	31	64	0	0	0	2	12	0	13	336.5	TOTAL HOURS TASK 1.0-6.0
\$ 1,375.00	\$ 1,755.00	\$ 10,807.50	\$ 12,825.00	\$ 4,185.00	\$ 7,040.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,560.00	\$ -	\$ 780.00	\$ 40,627.50	TOTAL COST TASK 1.0-6.0
1%	3%	19%	40%	9%	19%	0%	0%	0%	1%	4%	0%	4%	100%	PERCENT OF TOTAL HOURS
													\$ 812.55	EXPENSES / ODCs
													\$ 41,440.05	PROJECT TOTAL

City of Clarkston: Professional Engineering Design Services for Various Pedestrian Enhancements

Project D: East Ponce/Church Street at CSX sidewalks and ADA improvements

Principal in Charge	Design Director	Project Manager	Landscape Architect	Senior Civil Engineer	Civil Engineer	Transportation Engineer, Sr.	Transportation Engineer, Jr.	Survey Director	Senior Surveyor	Project Surveyor	2-man crew	Clerical	Hours and Cost Totals		
\$ 275.00	\$ 195.00	\$ 165.00	\$ 95.00	\$ 135.00	\$ 110.00	\$ 145.00	\$ 105.00	\$ 175.00	\$ 150.00	\$ 130.00	\$ 144.00	\$ 60.00			
														STANDARD BILLING RATES	
														Hrs. Task 1: Permit Applications & City Project Reviews	
	1	1					1							3 Concept Plan review with City engineer	
		1					1							2 Preliminary Plan review with City engineer	
		1					1							2 Final Plan review with City engineer	
					2	4								6 Prepare Notice of Intent	
	2	12					8	16						38 CSX review and permitting coordination	
0	3	15	0	2	4	11	16	0	0	0	0	0	0	51 HOURS SUBTOTAL	
\$ -	\$ 585.00	\$ 2,475.00	\$ -	\$ 270.00	\$ 440.00	\$ 1,595.00	\$ 1,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,045.00	COST SUBTOTAL
														Hrs. Task 2: Cost Estimates	
		0.5		3	4									7.5 Concept level cost estimate	
		0.5		3	4									7.5 Preliminary Plans cost estimate	
		0.5	1	3	4									8.5 Final Plans cost estimate	
		1.5	1	3	2								2	9.5 TQC review of each estimate	
0	0	3	2	12	14	0	0	0	0	0	0	0	2	33 HOURS SUBTOTAL	
\$ -	\$ -	\$ 495.00	\$ 190.00	\$ 1,620.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ 3,965.00	COST SUBTOTAL
														Hrs. Task 3: Attendance at meetings	
	1						1							2 Project Kick-off mtg	
	20													20 Project Mgmt: Schedule, Budget maintenance	
	2													2 4 scoping meeting sessions	
	8													8 15 monthly status meetings	
	1.5													1.5 3 presentations to city council	
	5						5							10 5 Public/community meetings (PIOH)	
	0													0 3 meetings with business community	
0	0	37.5	0	0	0	6	0	0	0	0	0	0	0	43.5 HOURS SUBTOTAL	
\$ -	\$ -	\$ 6,187.50	\$ -	\$ -	\$ -	\$ 870.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,057.50	COST SUBTOTAL
														Hrs. Task 4: Project Materials	
							4							4 Database /Base Map development	
	1						4							29 Concept Plan Development	
	2	1	8	60			4							115 Preliminary Plans (75%/Incl Hydro Study for CSX	
	2	1	4	12			6							85 Final Construction Plans (90%)	
	1	1	4	12			2							36 Biddable Plans (100%)	
	7													7 Monthly progress reports	
	7													14 Meeting agendas/minutes and distribution	
		3	3	1	4	5	6						1	4 Presentation boards / PowerPoint slide decks	
														23 TQC review of each stage of completion	
3		28												31 Project Management	
3	3	51	4	20	89	22	155	0	0	0	0	1		348 HOURS SUBTOTAL	
\$ 825.00	\$ 585.00	\$ 8,415.00	\$ 380.00	\$ 2,700.00	\$ 9,790.00	\$ 3,190.00	\$ 16,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00	\$ 42,220.00	COST SUBTOTAL
														Hrs. Task 5: Miscellaneous Responsibilities of Consultant	
								4	10	30	60			104 Field Run Survey	
												5		5 Printing and Mailing labor for community meetings	
												5		5 Labor for Public meeting agendas, minutes, handouts	
		2					8	40						50 (3) Optional RRFs at Midblock crossings	
0	0	2	0	0	0	8	40	4	10	30	60	10		164 HOURS SUBTOTAL	
\$ -	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ 1,160.00	\$ 4,200.00	\$ 700.00	\$ 1,500.00	\$ 3,900.00	\$ 8,640.00	\$ 600.00	\$ 21,030.00	COST SUBTOTAL	
														Hrs. N/A	
														0	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 HOURS SUBTOTAL	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 COST SUBTOTAL	
3	6	108.5	6	34	107	47	211	4	10	30	60	13		639.5 TOTAL HOURS TASK 1.0-6.0	
\$ 825.00	\$ 1,170.00	\$ 17,902.50	\$ 570.00	\$ 4,590.00	\$ 11,770.00	\$ 6,815.00	\$ 22,155.00	\$ 700.00	\$ 1,500.00	\$ 3,900.00	\$ 8,640.00	\$ 780.00	\$ 81,317.50	TOTAL COST TASK 1.0-6.0	
0%	1%	17%	1%	5%	17%	7%	33%	1%	2%	5%	9%	2%		100% PERCENT OF TOTAL HOURS	
													\$ 1,626.35	EXPENSES / ODCs	
													\$ 82,943.85	PROJECT TOTAL	

EXHIBIT C

EXHIBIT D

SECTION V - EXHIBITS

EXHIBIT A

**CONFLICT OF INTEREST
CERTIFICATION**

I, Ronald W. Osterloh, PE, as the legal representative of Pond & Company, do certify that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that Pond & Company has not directly or indirectly colluded, conspired, connived, or agreed with anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that Pond & Company has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the proposal price, or to secure any advantage against or with the public or private body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Pond & Company has not, directly or indirectly, submitted his/her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham proposal. If applicable, Pond & Company shall disclose all public and private sector clients, including authorities, which may exist within incorporated City of Clarkston, Georgia at the time the Contract is executed. In addition, Pond & Company will be required for the duration of the Contract to continue this disclosure throughout the project duration, and if any conflict or potential conflict of interest occurs during the project duration, Pond & Company shall disclose conflict or potential conflict as soon as it is known. No gift, gratuity or monetary contribution has been provided to any City of Clarkston government employee, any member of the City of Clarkston City Council or consultant under contract with the city to provide Project Engineering Services on this project from Pond & Company as a corporate entity or employee of

Pond & Company.

Name: Ronald W. Osterloh, PE

Title: Senior Vice President

Date: July 30, 2018

EXHIBIT B

ACCEPTANCE FORM

Sealed technical proposals, plainly marked "*RFP – City of Clarkston Various Pedestrian Enhancements – SPLOST 04*" on the outside of the envelope, shall be addressed to the Finance Department, City of Clarkston Annex, 1055 Rowland Street, Clarkston, Georgia 30021. Proposals will be accepted until 4:00 PM; August 8th, 2018. Technical proposals received after that date will not be accepted and will not be returned to the proposer. The process for selection of an engineering firm will be Qualification-Based (QBS). A Recommendation Committee will identify the short-listed firms.

In compliance with this Request for Proposal dated July 12th, 2018, which includes the Table of Contents and all provisions, appendices and exhibits attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP

Cited above and submit this signed technical proposal which includes this completed and signed page and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations if short-listed and identified to be the highest ranked firm.

NAME AND ADDRESS OF FIRM:

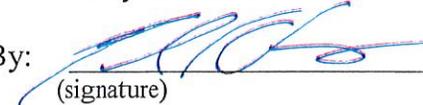
Pond & Company

3500 Parkway Lane, Suite 500

Peachtree Corners, GA 30092

EIS # : NA

DATE: July 31, 2018

By: 
(signature)

Ronald W. Osterloh, PE
(print)

Title: Senior Vice President

Phone: 678.336.7740

EXHIBIT C
E-VERIFY AFFIDAVITS

City of Clarkston, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Clarkston 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 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract the City of Clarkston, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston at the time the subcontractor(s) is retained to provide the service.

175046

EEV/ Basic Pilot Program* User Identification Number

Ch. A. M. Pond & Company
BY: Authorized Officer or Agent COMPANY

July 31, 2018

Date

Christopher Scott - Human Resources Manager
Title of Authorized Office or Agent

SUBSCRIBED AND SWORN

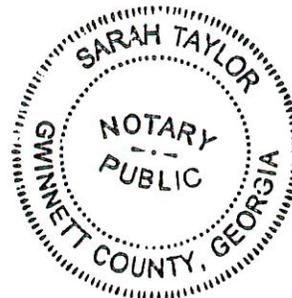
BEFORE ME ON THIS THE

31th DAY OF July 2018

Notary Public *Sarah Taylor*

My Commission Expires:

March 30, 2021



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

STATE OF GEORGIA
COUNTY OF DEKALB

VENDOR AFFIDAVIT OF COMPLIANCE WITH
CITY OF CLARKSTON FAIR HIRING PRACTICES

COMES NOW Ronald W. Osterloh, PE, ("Affiant").

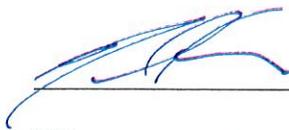
Affiant hereby declares the following under oath:

- 1) Affiant is an owner, principal, manager or agent authorized to bind the vendor doing business as Pond & Company ("Vendor").
- 2) For so long as Vendor and the City are engaged in a "Covered Contract" as defined by the City's Fair Hiring Practices Ordinance (#16-401), Vendor agrees to:
 - a. Omit from any printed or on-line employment application used by Vendor any inquiry regarding the criminal history of the applicant;
 - b. Refrain from making any inquiries regarding an applicant for employment's prior criminal arrests or convictions until and unless Vendor makes a contingent offer of employment to such applicant;
 - c. Refrain from publishing any information regarding a job that states or implies that an individual's criminal history automatically disqualifies him/her from consideration for the job;
 - d. Consider all applicants for employment, regardless of criminal history; and
 - e. Refrain from taking any adverse employment action against an individual based on his/her criminal history unless Vendor simultaneously notifies the individual in writing that such adverse action was based on his/her criminal history.
- 3) Vendor agrees to submit a copy of its employment application form to the City prior to beginning work under the "Covered Contract."
- 4) Vendor agrees to submit a sworn written affirmation of compliance with the City's Fair Hiring Practices Ordinance to the City along with each invoice or application for payment under a "Covered Contract."

FURTHER AFFIANT SAYETH NOT.

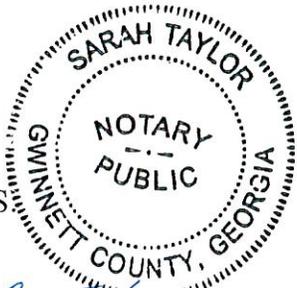
This 30th day of July, 2018.

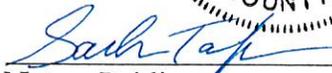
VENDOR:



Title Senior Vice President

WITNESS




Notary Public

Exp. 3/30/21

City of Clarkston, Georgia

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Clarkston 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 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

110645

EEV/ Basic Pilot Program* User Identification Number

Wolverton & Associates, Inc.

Date 8/3/2018

BY: Authorized Officer or Agent COMPANY
(Subcontractor Name)

Vice President

Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

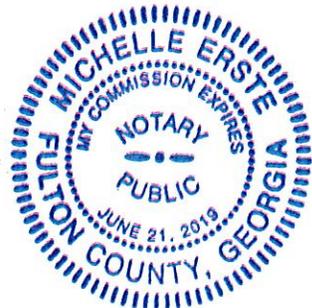
3rd DAY OF August 20 18

Michelle Erste

Notary Public

My Commission Expires:

June 21, 2019



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

City of Clarkston, Georgia

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Clarkston 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 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

140515

EEV/Basic Pilot Program* User Identification Number

[Signature] PRAD Group

Date 8/6/18

BY: Authorized Officer or Agent COMPANY

(Subcontractor Name)

Vice President

Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

6th DAY OF Aug 2018

Ferra Sabooni

Notary Public

My Commission Expires:

Oct, 09, 2021



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

CITY OF CLARKSTON

ITEM NO: F2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Approve Change Order #1 to the Contract with Stewart Brothers for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages: 1

INFORMATION CONTACT: Keith Barker
PHONE NUMBER: 404-296-6489

PURPOSE:

To Approve Change Order #1 to the contract for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road to include Resurfacing of Mell Avenue.

NEED/ IMPACT:

The Initial asphalt repair and resurfacing project contract with Stuart Brothers for asphalt milling, resurfacing and striping of Church Street from North Decatur Road to East Ponce de Leon, East Ponce de Leon from Market Street to East Ponce de Leon and asphalt repair on Brockett Road in the amount of \$895,255.39, was approved by the City Council on June 5, 2018.

The City Council is currently considering the installation of traffic calming measures on Mell Avenue from Casa Drive to East Ponce de Leon. Resurfacing Mell Avenue prior to the installation of any traffic calming measures is prudent and desired.

The total cost of Change Order #1 will be \$87,725.71. The detail cost estimate is as follows:

Road length	2500 LF
Traffic Control	\$2,500
Mil 2.0 inches	\$16,805.25
Place 2 layers of asphalt	\$68,420.46
Total	\$87,725.71

If approved, funds to cover the cost of this change order will come from the SPLOST project account.

RECOMMENDATION:

Staff recommends approval of Change Order #1 to the contract with Stewart Brothers for the for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road to include Mell Avenue in the amount of \$87,725.71.

STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

August 28, 2018

City of Clarkston
Attn: City Manager
1055 Rowland Street
Clarkston, GA 30021

To Whom it May Concern:

Stewart Bros., Inc, agrees to perform the proposed change order work on the Clarkston Resurfacing Project on the following road at the agreed upon unit prices in the contract.

The information for the Change order is as follows:

Road: Mell Ave from East Ponce de Leon to Casa Drive

Length: 2500 LF with C&G

Traffic Control:	1 LS	@ \$ 2,500.00 =	\$ 2,500.00
Mill Depth: 2.5 inches –	6,111 SYD	@ \$ 2.75 =	\$ 16,805.25
Asphalt: 474 Tons 12.5 mm -	155 LB/SY	@ \$ 79.14 =	\$ 37,512.36
	383 Tons 9.5 mm -	@ \$ 80.70 =	<u>\$ 30,908.10</u>
		Total:	\$ 87,725.71

Please feel free to contact me if any further information is needed on this project.

Your Very Truly,

Hugh C. Lewis < Project Manager

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: F3

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Approve Installation Three Speed Humps on Mell Ave

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 5

INFORMATION CONTACT: Jamie Carrol &
Awet Eyasu
PHONE NUMBER: 404-296-6489

PURPOSE:

To consider the installation of three (3) speed humps on Mell Avenue.

NEED/ IMPACT:

The City Council desires to reduce speeds of motorized traffic on the residential street Mell Avenue.

The attached proposal provides for the appropriate Signage: 12 signs @ \$300 each (fabrication & installed), Striping for 3 speed tables for \$1,000 and the Speed Table (3) Installation (labor & materials) of \$12,500. The estimated total cost for the project would be \$ \$17,100.

RECOMMENDATIONS:

No staff recommendation.

MELL AVE
SPEED TABLE COST ESTIMATE

- **Signage: 12 signs @ \$300 each (fabrication & installed): \$3,600**
- **Striping for 3 speed tables: \$1,000**
- **Speed Table (3) Installation (labor & materials): \$12,500**

ESTIMATED TOTAL COST

\$17,100

MELL AVE SPEED CONTROL PROGRAM "Speed Tables"



#1

#2

#3

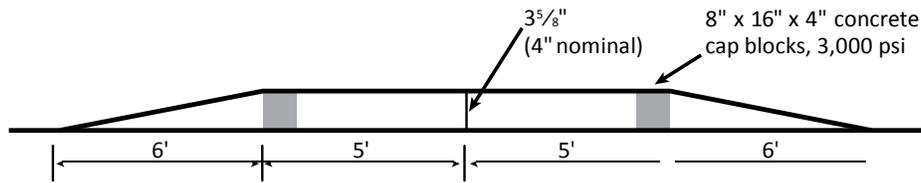
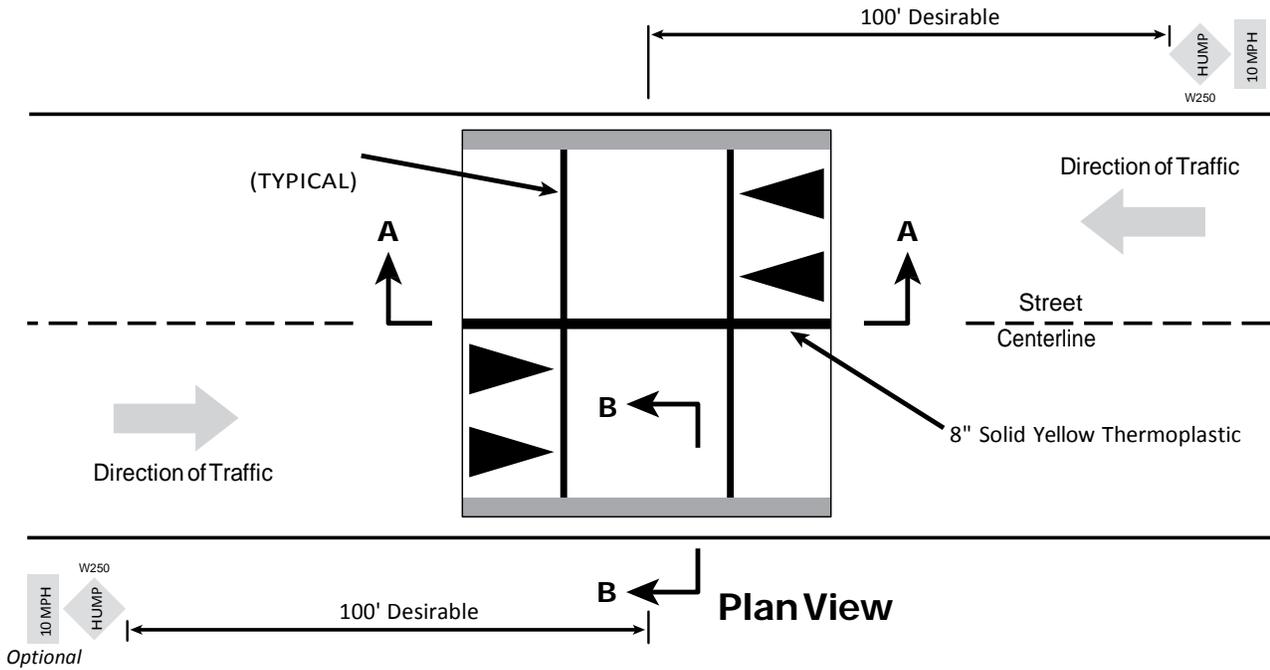
existing 3 way
stop sign

1850 feet

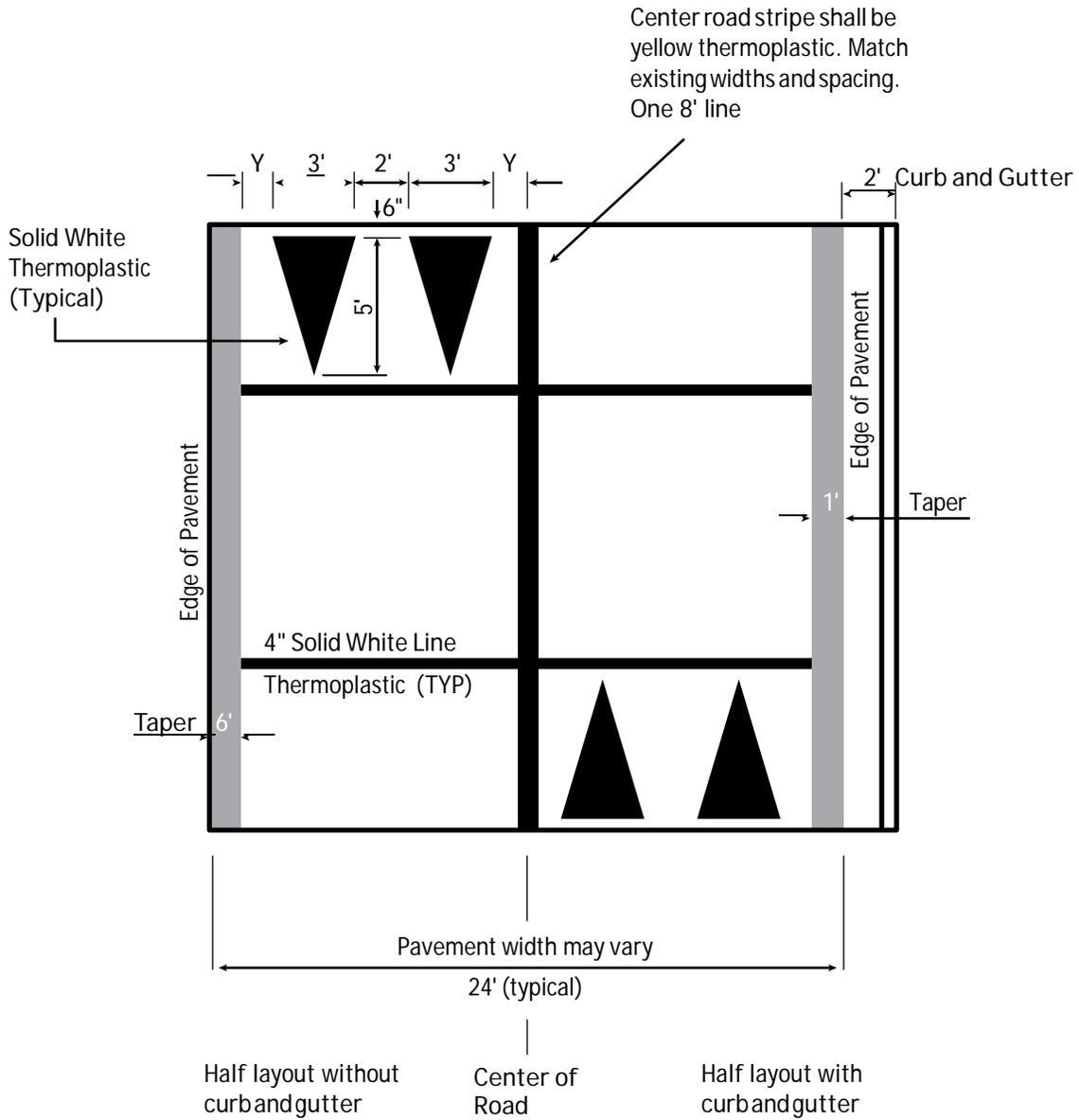
LEGEND

- #1 - Near 929 Mell Ave
- #2 - Between Mell Place & 957 Mell Ave
- #3 - Between 1028 Mell Ave & Jolly Ave

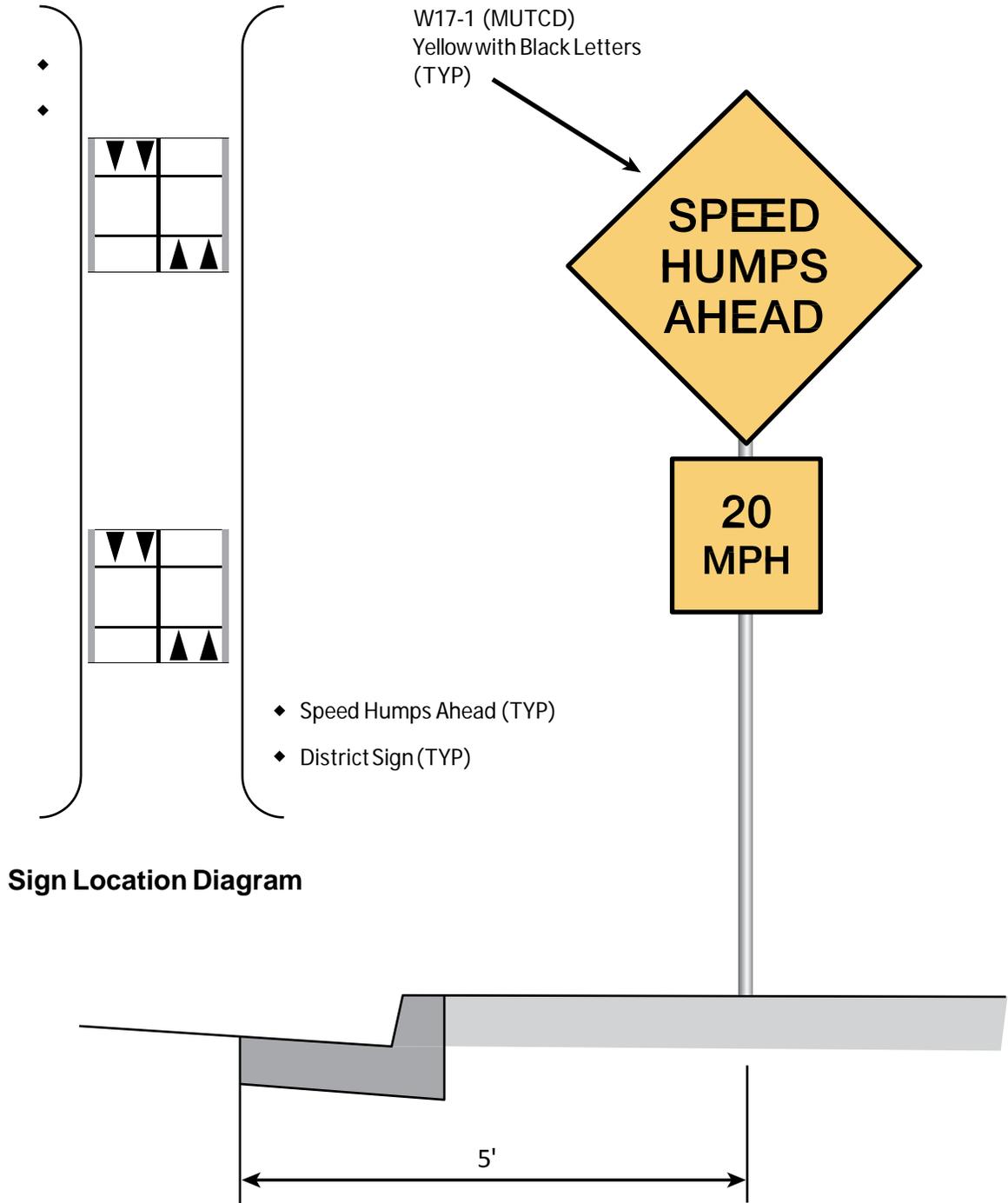
Speed Table - Construction



Speed Table - Pavement Marking Details



Speed Table – Signage Layout



CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: F4

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Appoint Members to the City of Clarkston Public Art Advisory Committee

DEPARTMENT: City Council

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: YT Bell & Jamie Carroll
PHONE NUMBER: 404-296-6489

PURPOSE:

To consider appointing members to the City of Clarkston Public Art Advisory Committee.

NEED/ IMPACT:

The Clarkston City Council created the Clarkston Public Art Advisory Committee at their May 1, 2018 meeting to advise the Mayor, City Council, and City Manager with recommendations on the arts for approval. The adopted resolution established the Public Art Advisory membership shall consist of ten (10) Clarkston resident members, four (4) appointed by the Mayor and six (6) appointed by the City Council. At the August 9, 2018 Council Meeting the Mayor confirmed his four appointees and the Council confirmed four members. The Council need to make two (2) further appointments of residents and one member of the Council to complete the Committee membership.

To date, the City has five applications from Clarkston residents to consider for the two open positions. The Council will consider appointing the final resident members, as well as appointing a Council Member to serve as liaison for the Committee.

RECOMMENDATIONS:

No staff recommendation.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES MEETING

DATE: September 4, 2018

ITEM NO: F5

HEARING TYPE:
Council Meeting

ACTION TYPE:
Resolution

SUBJECT: Appoint Final Resident Member of the Charter Review Committee

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Mario William
Andrea Cervone
PHONE NUMBER: 404-296-6489

PURPOSE:

To appoint the final resident member of the Charter Review Committee.

NEED/ IMPACT:

The City Council passed a resolution at the June 6, 2017 Council meeting creating the Charter Review Committee. The Charter Review Committee was comprised of seven members, two (2) Members from the current Council (including the Mayor) and five (5) members will be residents of Clarkston.

At the August 9, 2018 Council meeting, the Council adopted a resolution to add an additional member position to the Charter Review Committee to be appointed by a majority of a quorum of the Clarkston City Council.

To date, one application for the Charter Review Committee has been received. The Council will consider appointing the final member to the Charter Review Committee.

RECOMMENDATIONS:

No Staff recommendation.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: F6

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Adopt Resolution in Support of the One Region Initiative

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

INFORMATION CONTACT: Andrea Cervone &
Y.T. Bell
PHONE NUMBER: 404-296-6489

PURPOSE:

To consider and Adopt Resolution in Support of the One Region Initiative.

NEED/ IMPACT:

The City of Clarkston, as a member of Welcoming America, has committed itself to working towards creating and implementing more inclusive policies and programs that yield prosperity for newcomers and long-term residents. Clarkston served on the One Region steering committee that was tasked with creating the regional welcoming plan and the Council proposes to adopt the One Region welcoming plan to suit the priorities and needs of the community.

RECOMMENDATIONS:

No staff recommendation.

RESOLUTION
TO ADOPT THE ONE REGION WELCOMING PLAN

WHEREAS, Welcoming America member, Clarkston has committed itself to working towards creating and implementing more inclusive policies and programs that yield prosperity for newcomers and long-term residents; and

WHEREAS, Clarkston served on the One Region steering committee tasked with creating the regional welcoming plan; and

WHEREAS, Clarkston commits to collaborate with multi-sector stakeholders and municipalities committed to ensuring a welcoming region; and

WHEREAS, Clarkston is committed to implementing programs and policies that build a welcoming and neighborly atmosphere in our community and beyond, where all people, including newcomers, are welcome, accepted and integrated; and

WHEREAS, fostering a welcoming environment for all individuals-regardless of race, ethnicity, or place of origin-enhances the city's cultural fabric, economic growth, global competitiveness, and overall prosperity for current and future generations; and

WHEREAS, Clarkston is committed to welcoming, which requires continual, intentional effort, support, and measurement.

NOW, THEREFORE BE IT RESOLVED, the Clarkston City Council does hereby recognize on this _____ day of _____ two thousand and eighteen, the intent to adopt the One Region welcoming plan to suit the priorities and needs of our communities.

SO RESOLVED this _____ day of _____ 2018.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

TED TERRY, Mayor

ATTEST:

Tracy Ashby, City Clerk

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: F7

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: September 4, 2018

SUBJECT: Adopt Proclamation Recognizing Somaliland's Human Right of Self Determination and Sovereign Statehood

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

INFORMATION CONTACT: Ahmed Hassan &
Awet Eyasu
PHONE NUMBER: 404-296-6489

PURPOSE:

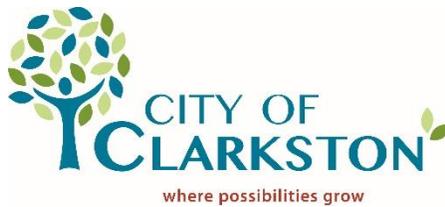
To consider Adopting a Proclamation Recognizing Somaliland's Human Right of Self Determination and Sovereign Statehood.

NEED/ IMPACT:

The City Council recognizes that the Somaliland people who live in Clarkston contribute to the social fabric of the City and we value their human right to self-determination as a people. We support Somaliland's efforts to enjoy full recognized status as a sovereign state by the international community, to include the United Nations and the African Union. The Council wishes to consider being the first local authority in the US to recognize Somaliland's sovereignty and proclaim that May 18 is designated as Somaliland Independence Day.

RECOMMENDATIONS:

No staff recommendation.



***A PROCLAMATION OF THE CITY OF CLARKSTON RECOGNIZING
SOMALILAND'S HUMAN RIGHT OF SELF DETERMINATION AND SOVEREIGN
STATEHOOD***

WHEREAS, understanding that the SOMALILAND peoples who live in Clarkston contribute to the social fabric of the City and value their human right to self-determination as a people, for Somaliland to enjoy full recognized status as a sovereign state by the international community, to include the United Nations and African Union; and

WHEREAS, recognizing that since 1991 SOMALILAND has had a democratically elected Government and President, in this time there have been 5 elections and changes of president; and

WHEREAS, acknowledging that because the international community has failed to recognize SOMALILAND's right to self-determination and sovereign statehood, SOMALILAND has not been able to receive much needed international aid;

WHEREAS, benefitting from the fact that SOMALILAND has safeguarded international waters, preventing lawlessness such as piracy for decades; and

WHEREAS, recognizing SOMALILAND will aim to strengthen cooperation in the fight against terrorism, extremism, piracy, illegal fishing, toxic dumping, and other serious crimes; and

WHEREAS, appreciating the fact that immigrants have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our Nation; and

WHEREAS, supporting the SOMALILAND government's belief that recognition would entrench democracy in the Horn of Africa; and

WHEREAS, understanding that immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create an equitable and more just society for all Americans; and

WHEREAS, believing that marketing SOMALILAND as a safe tourist destination, primarily cultural and eco-tourism could also emerge as an important segment of the Somaliland economy; and

WHEREAS, understanding that despite their countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day; and

WHEREAS, recognizing Clarkston's council will be the first local authority in the US to recognize Somaliland, however other local authorities such Sheffield, Cardiff and Tower Hamlets of the United Kingdom have already done the same; and

NOW, THEREFORE, I, Mayor Ted Terry, on behalf of the City of Clarkston and its City Council, do hereby proclaim that May 18 is designated as Somaliland independence day.

Mayor Ted Terry, City of Clarkston

ATTEST: _____
City Clerk