# INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF JONESBORO AND FALCON DESIGN CONSULTANTS, LLC FOR PROJECT MANAGEMENT SERVICES

#### 1.0 PARTIES

This Agreement is entered into by and between the City of Jonesboro, Georgia, a municipal corporation (hereinafter referred to as the "City"), and Falcon Design Consultants, LLC, a Georgia corporation (hereinafter referred to as the "Contractor").

#### 2.0 RECITALS AND PURPOSE

- **2.1** The City desires to engage the Contractor for the purpose of providing construction project management services as further set forth in this Agreement and the Contractor's Scope of Services.
- **2.2** The City finds that such services are essential to the efficient management and completion of its construction projects.
- **2.3** The Contractor represents that it has the special expertise, qualifications, and professional background necessary to complete the services in a manner consistent with the highest standards of the industry.

#### 3.0 SCOPE OF SERVICES

The Contractor shall provide comprehensive construction project management services in accordance with the City's needs and the Contractor's RFQ response, which is incorporated as part of this agreement. Services shall include, but are not limited to, the following:

#### 3.1 Communication

- Collaborate with all parties involved from project commencement through project completion.
- Maintain consistent and active communication between the City, the construction contractor, and the City's compliance consultant.
- Demonstrate clear understanding of project goals, timelines, and potential challenges that may arise during construction.

#### 3.2 Operations

- Conduct regular site visits to ensure the project is progressing according to the approved schedule and contract requirements.
- Verify that construction adheres to approved plans and specifications, confirming that materials are installed or properly stored onsite in good condition.
- Monitor site safety practices to ensure a secure working environment for both City personnel and contractor employees.
- Attend weekly project meetings to provide weekly progress updates.
- Address design or site-related issues promptly and recommend necessary changes or

- corrective actions.
- Generate final punch list items and recommend project closeout to the City upon satisfactory completion.

#### 3.3 Compliance

- Review and approve all contractor pay applications, including updated construction schedules for each pay period.
- Coordinate review and approval of all material submittals between the contractor and design professional(s), and assist with evaluating alternative options for value engineering.
- Coordinate all required inspections with applicable disciplines, including building, mechanical, plumbing, electrical, and fire.
- Ensure that all work, design, and other aspects of the process complies with local, state, and federal regulations, as well as the City's policies and standards.
- Obtain any additional permitting and approvals in compliance with all local, state, and federal requirements, policies and regulations.

#### 3.4 Quality Assurance and Safety

- Oversee materials and construction quality to ensure all work meets or exceeds the design specifications and all local, state, and federal requirements, policies and regulations.
- Collaborate with the City, contractor, and compliance consultant to identify and mitigate potential safety hazards, maintaining safe practices throughout project duration.

#### 3.5 Modifications

The City may, at its discretion, modify the scope of services or project requirements to align with budget constraints or to reduce costs.

#### 3.6 Attachments

The following attachments are incorporated herein by reference and made part of this Agreement:

- Attachment A: Architectural Plans
- Attachment B: Civil Plans
- Attachment C: Architectural Review Comments (Cycles 1 & 2)

#### 4.0 COMPENSATION

Based on the remaining balance and current scope of work, the estimated value of the contract is \$17,140.00. This estimate covers the labor and project management services needed to complete the remaining phases. Final contract value may be adjusted pending approved change orders or modifications to the scope, but any changes in the compensation must be approved in writing by the City prior to any additional charges being incurred.

#### 5.0 PROJECT REPRESENTATION

The City designates Brett Hanes with Falcon Design Consultants, LLC as its authorized representative. The Contractor designates Brett Hanes as the Project Manager responsible for all coordination and performance under this Agreement.

The City designates Brett Hanes with Falcon Design Consultants, LLC. the responsible City staff/representative to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Brett Hanes and such person's designees. The Contractor designates Brett Hanes as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Brett Hanes, and such replacement requires the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

#### 6.0 TERM AND PENALTIES

The effective date of this Agreement shall be \_\_\_\_\_\_, with completion shall be no later than November 11, unless otherwise extended in writing by the City.

#### 7.0 INVOICES AND PAYMENT

The Contractor shall submit an invoice at the end of each month via email to the attention of the City Interim Community Development Director, Faith Akuta, <a href="mailto:fakuta@jonesboroga.gov">fakuta@jonesboroga.gov</a>. The invoice must include the company's point of contact name, email and phone number, banking information for electronic payment, the period that services were provided, and the total amount billed for the month.

Payment of each invoice will be issued no later than <u>30 days</u> from the Client's receipt of an accurate invoice from the Contractor.

#### 8.0 INSURANCE

The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages below shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder and list the City of Jonesboro as additional insured. The required coverages are:

- 8.1. Workers' Compensation insurance as required by the Labor Code of the State of Georgia and Employers Liability Insurance. Evidence of qualified self- insured status may be substituted.
- 8.2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Jonesboro, its officers and its employees, as additional insureds, with primary coverage as respects the City of Jonesboro, its officers, and its employees, and shall contain a severability of interests' provision.

- 8.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Jonesboro under this contract.
- 8.4. Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 8.5. The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance. Any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interest provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 8.6. Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 8.7. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

#### 9.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate,

handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims, and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

#### 9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

#### 10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee, or servant of the City, and that:

- 10.1. **CONTRACTOR** SHALL SATISFY ALL TAX **AND OTHER** GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL UNEMPLOYMENT TAXES, **SECURITY** TAXES, **WORKERS'** COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients

- and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

#### 11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

#### 12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

#### 13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the first party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.3 As provided in O.C.G.A. § 36-60-13, the Mayor, or anyone specified by the Mayor, is designated by the City, and consented to by the Contractor, as the agent authorized to terminate or alter this contract. It is agreed that termination may be done by the Mayor in writing to Contractor without further action on the part of City Council.

#### 14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

#### 16.0 ENFORCEMENT

- In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- This Agreement shall be construed and enforced in accordance with the provisions of Georgia law and the codes, resolutions and ordinances related to the services covered herein. If there is a lawsuit with respect to the Agreement or any aspect thereof, the Contractor agrees upon the City's request to submit to the jurisdiction of the courts of Clayton County, Georgia.

# 17.0 COMPLIANCE WITH LAWS; WORK BY UNDOCUMENTED IMMIGRANTS PROHIBITED

17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.

#### 18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### 19.0 NOTICES

All notices required or permitted under this Agreement shall be sent via email <u>and</u> in writing via by hand delivery, United States first class mail, postage prepaid, registered or certified-return receipt requested, or by national overnight carrier, addressed to the party for whom it is intended at the following address:

#### **City of Jonesboro**

Attn: The Honorable Dr. Donya L. Sartor Mayor, City of Jonesboro 1859 City Center Way Jonesboro, Georgia 30236 (770) 478-3800 dsartor@jonesboroga.gov

Attn: Faith P. Akuta Interim Community Development Director, City of Jonesboro 1859 City Center Way Jonesboro, Georgia 30236 (770) 478-3800 fakuta@jonesboroga.gov

David N. Dreyer City Attorney, City of Jonesboro 260 Peachtree Street NW, Suite 1602 Atlanta, Georgia 30303 david@dreyerfirm.com (404) 205-5668

#### Falcon Design Consultants, LLC

Attn: Brett Hanes 235 Corporate Center Drive Suite 200 Stockbridge, Georgia 30281 (770) 389-8666 bhanes@fdc-llc.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

All remaining sections — including Insurance, Indemnification, Quality of Work, Independent Contractor, Assignment, Default, Termination, Inspection and Audit, Documents, Enforcement, Compliance, Integration and Amendment, and Notices — shall remain as written in the City's standard contract terms and conditions and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

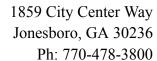
#### CITY OF JONESBORO, a Georgia home rule municipal corporation

By:
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#### Dr. Donya L. Sartor, Mayor

Attest	:
	Faith P. Akuta,
	Interim Community Development Director
Date:	
_	
FAL(	CON DESIGN CONSULTANTS, LLC
By: _	
	Brett Hanes, Authorized Representative
Title:	
Date:	

#### **EXHIBIT A**





# REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURE AND ENGINEERING (A/E) SERVICES

Issued By: The City of Jonesboro, GA Community Development Office 1859 City Center Way, Jonesboro, GA 30236

Issue Date: Tuesday, October 7, 2025

Response Due Date: Tuesday, October 14, 2025

#### 1. PURPOSE

The City of Jonesboro, GA, is soliciting a Statement of Qualifications (SOQs) from Falcon Design Consultants to provide professional architecture and engineering (A/E) services in support of the American Rescue Plan Act (ARPA) funded, *Jonesboro Public Works Facility Building/100 Gloria Drive Renovation* project.

The existing Public Works Facility is a 30-year-old steel structure. As part of a larger renovation and expansion effort, the City intends to remove and replace all exterior façade materials. The structural steel frame is generally in good condition, with the exception of localized, non-structural steel deterioration on the right side of the building, which can be addressed through welding and material replacement.

The City plans to re-skin the entire building once the new addition is constructed. Most interior areas of the existing structure will remain unchanged, except for the office and restroom sections, which are scheduled for demolition per the design documents. The current warehouse and storage areas will be retained and repurposed according to the scope of work.

A roofed, open-air space currently used as a covered area will be enclosed and integrated into the heated envelope of the building. This area will be converted into new office space, restrooms, break rooms, and additional support areas. The existing roof will be extended to the front of the building to fully enclose this space.

At the left side and rear of the facility, a concrete retaining wall exists solely to retain soil. It does not contribute to the structural integrity of the building and will remain unchanged. All new construction will occur within the boundaries defined by this wall.



The existing HVAC system will be completely removed and replaced with a modern mechanical system. The plumbing system will remain in place and continue to connect to the existing sewer line, with new fixtures tying into the current setup. While the existing electrical system serving the warehouse and storage areas will remain, a new electrical panel will be installed to support all new construction outlined in the design documents.

The City is seeking to engage Falcon to assume project management services for this renovation and expansion effort. This transition will ensure effective coordination across all project phases, including oversight of construction activities, schedule management, and alignment with design and operational goals.

#### 2. SCOPE OF SERVICES

Services may include, but are not limited to:

- Site analysis
- Environmental and geotechnical assessments
- Preparation/review of design drawings and technical specifications
- Construction administration and project management
- Coordination with permitting authorities and regulatory agencies

The following attachments are provided for review:

Attachment A. Architectural Plans

Attachment B. Civil Plans

Attachment C: Architectural Review Comments — Cycles 1 & 2

#### 3. ESTIMATED CONTRACT VALUE

Based on the remaining balance and current scope of work, the estimated value of the contract is **\$17,140.00**. This estimate covers the labor and project management services needed to complete the remaining phases. Final contract value may be adjusted pending approved change orders or modifications to the scope.

#### 4. SUBMISSION REQUIREMENTS

Firms must submit one (1) electronic copy of their qualifications, including:

- 1. Cover Letter Summarize interest, capability, and understanding of the City's needs.
- 2. Firm Profile Include legal name, address, years in business, and organizational structure.



- 3. Key Personnel Identify principals, project managers, and discipline leads, with biography.
- 4. Relevant Experience Provide descriptions of at least three (3) comparable projects completed within the past five years, including client, location, size, cost, and reference contact.
- 5. Technical Approach Describe design philosophy, quality control methods, and use of technology (e.g., BIM, sustainable design).
- 6. Subconsultants (if applicable) Identify firms, roles, and relevant experience.
- 7. Licensing & Certifications Include copies of applicable state professional licenses.
- 8. References Provide at least three (3) references from similar clients.

All submissions must be concise, organized, and responsive to defined requirements. Elaborate brochures or documentation are not desired.

A site visit is scheduled for Thursday, October 2, 2025.

The RFQ submission due date is Tuesday, October 14, 2025, by 4:00 PM EST.

The RFQ response must be submitted via email to Ms. Faith Akuta, Interim Community Development Director at <a href="mailto:fakuta@jonesboroga.gov">fakuta@jonesboroga.gov</a>.

#### **5. EVALUATION CRITERIA**

SOQs will be evaluated based on the following:

- Firms relevant experience
- Qualifications of key personnel
- Understanding of project needs and approach
- Past Performance and references

#### 6. QUESTIONS AND CLARIFICATIONS

All questions regarding this RFQ must be submitted in writing to:

Ms. Faith Akuta, Interim Community Development Director at <a href="mailto:fakuta@jonesboroga.gov">fakuta@jonesboroga.gov</a>, Subject Line: "RFQ – Architecture & Engineering Services"

#### 6. GENERAL CONDITIONS

- The City reserves the right to reject any or all submissions.
- The City is not liable for costs incurred in preparing or submitting SOQs.
- Submission of an RFQ does not guarantee award of a contract.
- The City will award a contract as deemed in its best interest.

#### **EXHIBIT B**



\*ENGINEERING \* LAND PLANNING \* SURVEYING \*
\*CONSTRUCTION MANAGEMENT \* LANDSCAPE ARCHITECTURE\*
WWW.FDC-LLC.COM

October 14th, 2025

Mrs. Faith Akuta Interim Community Development Director City of Jonesboro 1859 City Center Way Jonesboro, Ga 30236

Re: Statement of Qualifications for Engineering, Building Department, & Development Services – Letter of Interest

Falcon Design Consultants, LLC (FDC) is pleased to submit this response to the City of Jonesboro's Request for Qualifications for engineering, building department, and development services including project management for the Public Works building project. We look forward to the opportunity to work with the City of Jonesboro by being selected for this opportunity and hope to provide additional services our company offers to the City. FDC has completely reviewed and understands the general information outlined in the request for qualifications packet.

<u>Capability</u>: FDC is a locally based full-service engineering and code compliance firm specializing in assisting local governments with a wide range of services including engineering, project management, code compliance, surveying services, and landscape architecture services. Consisting of over seventy full-time staff members with the Company's headquarters located approximately ten miles from the City of Jonesboro, our team is positioned and capable to provide the requested services in both a professional and expedient capacity. Due to our team's capabilities and considering the project's scope, no subconsultants will be utilized for the performance of this work.

Company Profile: FDC is led by Managing Partner, Adam L. Price, PE, and has been providing governmental services for nearly two decades with the company being founded in 2006. The governmental team consists of professional engineers and subject matter experts that handle the day-to-day operations of the project management aspect from both a review, observation, and recommendation perspective. This team of highly qualified professionals ensures that projects are completed correctly, focuses on adherence to expected timelines, as well as reviewing all necessary components of monetary nature to avoid unnecessary budget impacts.

We understand and value the level of trust and confidence that will be placed with Falcon Design Consultants, LLC upon selection, and we commit to a relationship with the City of Jonesboro that is supportive, inclusive, and protective. We hope you will enjoy reviewing the information within our submittal, as we present our qualifications and leadership team in more detail. We look forward to assisting the City of Jonesboro with this project management opportunity. If you have any questions or would like to discuss any aspect of our proposal, please do not hesitate to contact our office at 770-389-8666.

Sincerely,

Falcon Design Consultants, LLC

Adam L. Price, P.E. Managing Partner

John Palmer President



# STATEMENT OF QUALIFICATIONS



#### **FALCON DESIGN CONSULTANTS, LLC**

235 CORPORATE CENTER DR, STE 200 STOCKBRIDGE, GA 30281 770-389-8666



Presented to

**Faith Akuta, Interim Community Development Director** 1859 City Center Way Jonesboro, Ga 30236

Engineering, Building Department

٤,

Development Services

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# Local. Comprehensive. Committed.

Falcon Design Consultants, LLC (FDC), is a full-service civil engineering and code compliance firm also offering surveying, planning, landscape architecture, and construction observation services. FDC is headquartered in Stockbridge, with two additional Georgia offices located in Cumming and Newnan. Established in 2006, our firm is a State of Georgia registered limited liability company and is led by Managing Partner, Adam L. Price, PE.

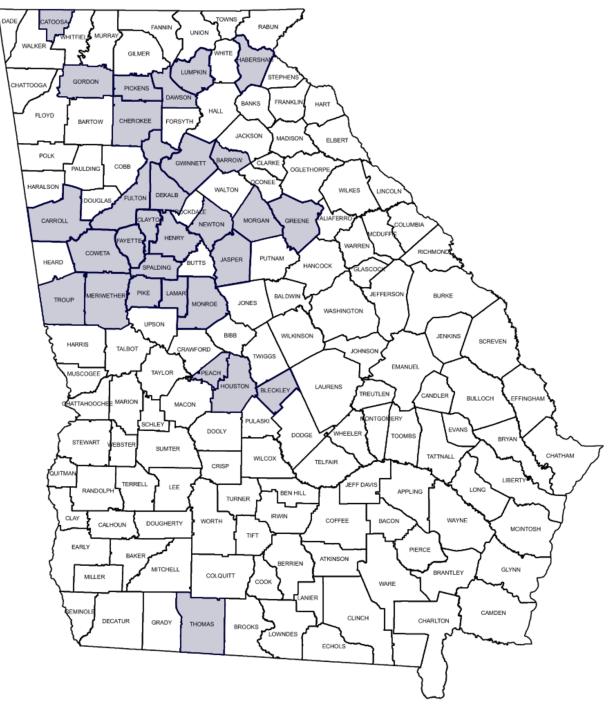
We are committed to providing high-quality solutions to meet our client's needs. We engage with our clients and the communities we serve so that they know us, trust us, and value our services. Our goal is to develop and provide innovative solutions through professional expertise, collaboration, and execution.



#### FALCON DESIGN CONSULTANTS, LLC



LOCAL. COMPREHENSIVE. COMMITTED.



 $\rightarrow$ 

2006

Company Founded



**75** 

Full-time Employees in Georgia



**30**+

**Government Clients** 



3

Local Offices in State

# CITY OF JONESBORO



## PROJECT TEAM

#### **KEY STAFF MEMBERS**

#### Adam L. Price, PE Austin Willis, PE

#### **Managing Partner**

As Managing Partner, Adam oversees all of FDC's staff as well as all ongoing projects and operations.

#### J. Brett Hanes\*

#### **Project Manager**

Brett has served as the building official and industry expert in over thirty cities and counties statewide.

#### **Project Manager**

Austin has extensive experience in both engineer design and review of private and capital projects.

#### Glenn Athearn\*

#### **Project Manager**

Glenn has over two decades' experience in project oversight and management.

#### Todd Cosby, PE

#### **Project Manager**

Todd has decades of experience in both the regulation of stormwater systems from design to review.

\*Day-to-day operations will be managed by J. Brett Hanes and Glenn Athearn involving all aspects of the contract with the City upon selection.

Falcon Design Consultants' commitment to excellence in service provides the City with access not only to these key staff and support staff members indicated above, but to the full capability of the company as a whole. Our model of service provides a peace of mind approach for City staff ensuring that coverage is always provided at a professional level to meet each specific need of the City.





Engineering, Building Department, & Development Services

#### Adam L. Price, PE

Managing Partner

#### **Education**

B.S. in Civil Engineering

<u>Professional Experience</u>

24+ years of experience

#### <u>Expertise</u>

**GSWMM** 

General Engineering Design Stormwater Design GSWCC

Project Management Financial Management

#### **Licenses & Certifications**

GA Engineer #030440

NC Engineer #031398

AL Engineer #27368

SC Engineer #24855

MO Engineer #2007034082

UT Engineer #6827393-2202

GSWCC Level II #9371

#### **Professional Affiliations**

Henry County Chamber of
Commerce
GA Society of Professional
Engineers
American Society of
Professional Engineers

With more than 24 years of experience in the engineering profession working in both the private and public sectors, Adam has become an industry expert in all aspects of civil engineering. Adam's expertise in project and financial management translate seamlessly to government projects where adherence to timelines and exercising fiscal stewardship are paramount.

Since founding Falcon Design Consultants, LLC in 2006, Adam has been integral in growing the company's public sector client base to where it is today through commitment to excellence and dedication to professional services. Adam oversees governmental clients by managing qualified and professional team members and serves as public sector's engineer of record when necessary. Through his experience, Adam understands the issues facing local governments in today's ever-changing employee environment. When complex issues arise, Adam is able to use his expertise to provide multiple viable solutions and can present not only to local government staff, but also to elected officials.

#### Relative Project Experience

#### City of Fayetteville

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### <u>City of Forest Park</u>

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Monticello

- Engineering Review
- ES&PC Review
- Stormwater Review

#### City of Cochran

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Forsyth

- Engineering Review
- ES&PC Review
- Stormwater Review

#### City of Warner Robins

- Engineering Review
- ES&PC Review
- Stormwater Review

FALCON I





Engineering, Building Department, & Development Services

#### **Austin Willis, PE**

Project Manager

#### **Education**

B.S. in Civil Engineering

<u>Professional Experience</u>

5+ years of experience

#### **Expertise**

General Engineering Design
Stormwater Design
GSWCC
GSWMM
Project Management

#### **Licenses & Certifications**

GA Engineer #053463 GSWCC Level II #109617 Austin brings his experience in engineering design and project management to assist in regulatory aspects by performing comprehensive engineering review from the perspective of a design professional. His meticulous level of detail ensures that projects will function as they are designed and intended. This prevents future mishaps such as adverse runoff, stormwater management infeasibilities from a jurisdictional standpoint, and roadway failures whether public or private.

Being a design professional himself, Austin performs reviews from a wholistic approach considering outside factors such as downstream impacts, adjacent properties, and surrounding environmental components that need to be factored into the project's design.

#### Relative Project Experience

#### City of Fayetteville

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Forest Park

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Monticello

- Engineering Review
- ES&PC Review
- Stormwater Review

#### City of Cochran

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Forsyth

- Engineering Review
- ES&PC Review
- Stormwater Review

#### City of Warner Robins

- Engineering Review
- ES&PC Review
- Stormwater Review

FALCON

DESIGN



Engineering, Building Department, & Development Services

#### Todd Cosby, PE

Senior Engineering Project Manager

#### **Education**

B.S. in Civil Engineering M.S. in Civil Engineering

<u>Professional Experience</u>

17+ years of experience

#### <u>Expertise</u>

General Engineering Design
Stormwater Design
GSWCC
GSWMM
Hydrology Analysis

#### **Licenses & Certifications**

GA Engineer #032682 GSWCC Level II #58948

#### **Professional Affiliations**

Henry County Chamber of
Commerce
GA Society of Professional
Engineers
American Society of
Professional Engineers

With seventeen (17) years and counting in both the private and public sectors of engineering, stormwater, ES&PC review and design, Todd Cosby brings an unparalleled approach in regulatory administration to ensure safety, functionality, and compliance for development and redevelopment projects.

Todd has used his expertise to assist communities with ordinance review, drafting, and implementation for wide range of projects including reservoir regulations, hydrology study review and analysis, and consultative analysis on outside projects performed by State contractors in local government's area of jurisdiction. Todd's knowledge of stormwater management and the applicable State regulations ensure that each project not only meets the regulatory requirements, but also that the project will function in the best possible manner for future jurisdictional management.

#### Relative Project Experience

#### City of Fayetteville

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### <u>City of Forest Park</u>

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Monticello

- · Engineering Review
- ES&PC Review
- Stormwater Review

#### <u>City of Cochran</u>

- Engineering Review
- ES&PC Review
- Stormwater Review
- Project Management

#### City of Forsyth

- Engineering Review
- ES&PC Review
- Stormwater Review

#### <u>City of Warner Robins</u>

- Engineering Review
- ES&PC Review
- Stormwater Review

#### City of Madison

- Reservoir Ordinances
- Ordinance Review
- Project Management

DESIGN



Engineering, Building Department, & Development Services

#### J. Brett Hanes, CBO, CFM, MCP\*\*

Director - Building Department & Development Services

**Professional Experience** 

9+ years of experience

#### **Expertise**

Building Department Management Ordinance Review & Drafting Operational Efficiency Public Relations

#### **Licenses & Certifications**

GSWCC Level IB #81348 GSWCC Level II #81348 SC Building Official License #3329 ICC Certifications: Certified Building Official Certified Fire Marshal Master Code Professional **Building Plans Examiner** Fire Plans Examiner Accessibility Inspector & Plans Examiner Residential Plans Examiner **Building Code Specialist** Fire Code Specialist Permit Specialist Housing & Zoning Code Specialist Combination Inspector Commercial Combination Inspector Residential Combination Inspector

#### **Professional Affiliations**

International Code Council Building Officials of Georgia ICC Region VIII ICC Fire Service Membership Council

ICC Global Membership Council ICC Building Membership Council ICC Emerging Leader Membership Council With nearly a decade in Building and Development Department experience and leadership, Brett brings a customer-centered focus paired with expertise knowledge to provide thorough regulatory oversight and code administration, collaboration with local government staff, builders, and developers, as well as a unique partnership with members of the community.

Brett has served as an inspector, plans examiner, and building official in nearly forty (40) communities throughout the State of Georgia. Having more than thirty-five (35) certifications issued by the International Code Council, Brett brings an unrivaled wealth of knowledge of code requirements ranging from permitting and zoning to all disciplines of plan review and inspection. These certifications also include the discipline of fire code regulatory inspections and review to assist jurisdictions with the aspect of fire prevention and protection of life safety. Additionally, Mr. Hanes is certified by the Georgia Soil & Water Conservation Commission as both an inspector and plans examiner allowing for a commencement to conclusion project approach and level of involvement.

\*\*Brett will serve as the Account Manager and will provide a singular point of contact for City staff for all proposed services.

#### Relative Project Experience

#### <u>City of Fayetteville</u>

- ES&PC Inspections
- Project Management

#### City of Forest Park

- ES&PC Review
- ES&PC Inspections
- Project Management

#### City of Cochran

- ES&PC Review
- Building Plan Review
- Project Management

   A L C O N

## City of Monticello

- Building Inspections
- Building Plan Review
- ES&PC Review
- ES&PC Inspections

#### City of Hampton

- ES&PC Inspections
- Project Management

#### City of Forsyth

- Building Inspections
- Building Plan Review
- ES&PC Review
- ES&PC Inspections

#### City of Warner Robins

- Building Inspections
- Building Plan Review
- ES&PC Review
- ES&PC Inspections

**DESIGN** 



Engineering, Building Department, & Development Services

#### Glenn Athearn

Senior Project Manager

**Professional Experience** 20+ years of experience

> **Expertise GSWCC GSWMM**

Project Management Financial Management

**Licenses & Certifications** GSWCC Level IB #25267

Glenn brings over twenty (20) years of experience in construction, construction management, and construction observations to Falcon Design Consultants' team. His keen eye for the construction process and applicable standards ensure that projects not only remain on schedule, but also within compliance of all associated regulations. Glenn uses this level of detail in both performing ES&PC inspections as well as in managing and training other ES&PC inspectors.

Glenn also uses his attention to detail in creation of contract documents used for bidding processes and project management. His leadership allows for oversight during meetings, whether virtual or in-person, as well as job site safety and security.

#### Relative Project Experience

#### City of Fayetteville

- ES&PC Inspections
- Project Management

#### <u>City of Forest Park</u>

- ES&PC Inspections
- Project Management

#### City of Cochran

• Project Management

#### City of Monticello

ES&PC Inspections

#### <u>City of Hampton</u>

- ES&PC Inspections
- Project Management

#### City of Sugar Hill

• Project Management City of Newnan

#### City of Forsyth

- ES&PC Inspections
- Project Management

#### City of Warner Robins

- ES&PC Inspections
- Project Management

• Project Management





Engineering, Building Department, & Development

## **LICENSING & CERTIFICATIONS**

#### Licensee Information

Full Name

Adam Leonard Price

Peachtree City, GA 30269

Cert. ID	Trainer ID	First Name		Last Name	City	State	PW Rcvd	Level AW Expiration	Level 1A Expiration	Level 1B Expiration	Level II Expiration	Trainer 1 Expiration	Trainer 2 Expiration
0000009371		Adam	L	Price	Peachtree City		Υ				04-26- 2027		

#### Primary Source License Information

License No \* PE030440

Engineers / Land Surveyors

**Professional Engineer** 

Date of Last Renewal

License Type

License Status

Active

Issue Date 06/06/2005 Licensure Method \* Examination

**Expiration Date** 

12/31/2025 12/27/2024

#### Licensee Information

Austin Levi Willis

Moreland, GA 30259

Cert. ID	Trainer ID	First Name	MI	Last Name	City	State	PW Rcvd	Level AW Expiration	Level 1A Expiration	Level 1B Expiration	Level II Expiration	Trainer 1 Expiration	Trainer 2 Expiration
0000109617		Austin	L	Willis	Newnan		Y				02-06- 2028		

#### Primary Source License Information

License No \*

License Type

PE053463

Engineers / Land Surveyors

Professional Engineer

Issue Date

Licensure Method \* Examination

License Status Active

01/22/2025

**Expiration Date** 

12/31/2025

Date of Last Renewal

Licensee Information

Full Name

Todd Allen Cosby

Location

McDonough, GA 30252

Cert ID	Trainer ID			Last Name	City	State	PW Rcvd	Level AW Expiration	Level 1A Expiration	Level 1B Expiration	Level II Expiration	Trainer 1 Expiration	Trainer 2 Expiration
0000058948		Todd	Α	Cosby	McDonough		Υ			10-21-	12-25- 2025		

#### Primary Source License Information

License Type

PE032682

Engineers / Land Surveyors

Professional Engineer

Issue Date

Licensure Method \* Examination

License Status Active

12/19/2007

Expiration Date

Date of Last Renewal 12/31/2024

12/31/2025



Engineering, Building Department, & Development Services

## **LICENSING & CERTIFICATIONS**



#### **Member Transcript**

Name: Joseph Hanes Account Number: 8429211 Printed/Generated on: 01/13/2025

Memberships

Membership Type	Date Issued	<b>Expiration Date</b>
Building Safety Professional Member Dues	10/23/2017	10/12/2026

Credential		
Credential Name	Date Issued	Expiration Date
Commercial Energy Inspector	11/14/2022	11/14/2028
Fire Code Specialist	06/08/2022	11/14/2028
Fire Inspector II	06/07/2022	11/14/2028
Fire Inspector I	06/02/2022	11/14/2028
Mechanical Code Specialist	01/07/2022	11/14/2028
Mechanical Plans Examiner	01/06/2022	11/14/2028
Certified Fire Marshal	08/22/2020	01/31/2029
Permit Specialist	04/30/2020	01/31/2029
Permit Technician	04/29/2020	01/31/2029
Housing and Zoning Code Specialist	04/27/2020	01/31/2029
Zoning Inspector CODE COU	04/27/2020	01/31/2029
Master Code Professional	03/13/2020	01/31/2029
Fire Plans Examiner	03/11/2020	01/31/2029
Plumbing Code Specialist	10/26/2019	01/31/2029
Plumbing Plans Examiner	10/24/2019	01/31/2029
Residential Energy Inspector/Plans Examiner	10/10/2019	01/31/2029
Residential Plans Examiner	08/20/2019	01/31/2029
Building Code Specialist	04/11/2019	01/31/2029
Certified Building Official	04/11/2019	01/31/2029

Accessibility Inspector/Plans Examiner	05/25/2018	01/31/2029
Plumbing Inspector	03/06/2018	01/31/2029
Electrical Inspector	03/06/2018	01/31/2029
Building Inspector	03/06/2018	01/31/2029
Mechanical Inspector	03/06/2018	01/31/2029
Commercial Combination Inspector	03/06/2018	01/31/2029
Combination Inspector INTERNATION	03/06/2018	01/31/2029
Commercial Electrical Inspector CODE COUNC	02/16/2018	01/31/2029
Building Plans Examiner	11/28/2017	01/31/2029
Commercial Building Inspector	09/27/2017	01/31/2029
Property Maintenance and Housing Inspector	09/23/2017	01/31/2029
Residential Combination Inspector	01/31/2017	01/31/2029
Commercial Plumbing Inspector	11/16/2016	01/31/2029
Commercial Mechanical Inspector	09/30/2016	01/31/2029
Residential Electrical Inspector	07/14/2016	01/31/2029
Residential Plumbing Inspector	05/13/2016	01/31/2029
Residential Mechanical Inspector	05/05/2016	01/31/2029
Residential Building Inspector	04/14/2016	01/31/2029
ge Urgia.gov* Online access to Georgia government	Georgia Soi	GSWCC

Cert. ID	Trainer ID			Last Name	City	State	PW Rcvd	Level AW Expiration	Level 1A Expiration	Level 1B Expiration	Level II Expiration	Trainer 1 Expiration	Trainer 2 Expiration
0000025267		Glenn	J	Athearn	Stockbridge		Y			06-13- 2026			

Trainer First MI Last Name City

#### PROJECT APPROACH - THE BASICS

#### Local. Comprehensive. Committed.

#### **Communication**

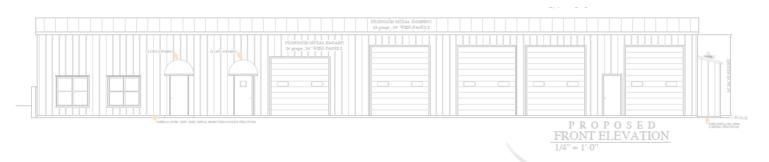
- Collaboration with all parties involved from project commencement to project completion.
- Commitment to active communication between City, contractor, and design professional(s).
- Understanding the goal of the project, the expected timeline of the project, and the potential challenges that may arise during the construction phase.

#### **Operations**

- Site visits performed on a regular basis to ensure the project is progressing in-line with the expected and agreed upon timeline.
- Site visits to ensure that the project is adhering to the approved plans and that materials specified on the plans and pay applications are observed in good condition either installed or safely stored onsite.
- Site visits to ensure that the contractor is maintaining a safe working environment for City staff as well
  as contractor employees throughout project.

#### **Compliance**

- Review of all pay applications submitted by contractor including updated schedule for each pay period.
- Coordination of all material submittals between the contractor and the design professional(s) as well as review of alternative options for value engineering.
- Coordination among applicable involved parties regarding necessary inspections including building, mechanical, plumbing, electrical, and fire disciplines.





#### **GOVERNMENTAL REFERENCES**



#### City of Forest Park

- On-Call Engineering & Project Management
- Ms. Latosha Clemons, Interim City Manager; 404-366-4720



#### City of Hampton

- On-Call Engineering & Project Management
- Mr. Alex Cohilas, City Manager; 770-946-4306



#### City of Fayetteville

- On-Call Engineering & Project Management
- Mr. Ray Gibson, City Manager; 404-558-7927





- On-Call Engineering & Project Management
- Mrs. LaThaydra Sands, City Manager; 706-468-6062



### City of Cochran

- On-Call Engineering & Project Management
- Richard Newborn, City Manager; 478-934-6346

Additional governmental references available upon request.





#### **EAST KING ROAD & FLOYD ROAD ROUNDABOUT**

The City of Hampton contracted with Falcon Design Consultants, LLC for the design, permitting, and construction observation of a new roundabout intersection at East King Road and Floyd Road just south of Highway 20. This location was selected for a roundabout due to the existing sharp intersection angle of the roads with stop sign control, and the fact that multiple new developments were under construction or planned to be built in the vicinity.

Engineered Design
 GDOT Permitting

GDOT Permitting
 Project Management

PROJECT BUDGET: \$1,512,131.00





#### **BILL GARDNER PARKWAY IMPROVEMENTS**

The project covers approximately 3,100 LF or 0.6-mile and with variable rights-of-way ranging between 92 feet to 200 feet near the interchange. Roadway was last improved in 2010-2011 with the installation of a dedicated right-turning lane between the I-75 NB off ramp to Tanger Boulevard. Otherwise, the typical section is a 5-lane roadway with flush/median two-way left turning lane (TWLT).

Engineered Design • GDOT Permitting • Project Management

PROJECT BUDGET: \$3,448,400.00





#### PROJECT GRAPEVINE

The scope of this project included the conversion of an existing mercantile building that was formerly a Rite Aid retail store into a business center incubator for entrepreneurs. Falcon Design Consultants, LLC's responsibilities included the creation of contract bid documents, hosting applicable project conferences, value engineering design review, and project management. The project has since been tabled by the City.

• Contract Documents • Value Engineering • Project Management

PROJECT BUDGET: \$2,888,183.00





#### **GILLEM PUBLIC SAFETY BUILDING**

The scope of this project was for a new 13,604 square foot public safety building housing a full-service, 3-bay fire station and police precinct. Falcon Design Consultants, LLC's responsibilities included contract bid documents, engineering design review and value engineering, along with project management from commencement to completion.

• Contract Documents • Value Engineering • Project Management





#### ADDITIONAL SERVICES

#### **BUILDING DEPARTMENT & DEVELOPMENT SERVICES**

Our primary model of service for building department and development services is that of a revenue sharing model - this model assists our clients not only with budgeting, but also with maintaining the level of service to builders, developers, and homeowners alike. Under a revenue sharing model, we propose to collect 50% of the collected permitting and plan review fees while the remainder remains with the City. The following are services covered under this model:

- Building Plan Review
- **Building Inspections**
- Electrical, Mechanical, and Plumbing Plan Review
- Electrical, Mechanical, and Plumbing Inspections
- Building Official Services
- Development Plan Review
- **Development Inspections**
- ES&PC Plan Review
- ES&PC Inspections





The industry standard for on-call engineering is to have a list of applicable rates based on personnel assigned to each project, but also to provide "task" order quotes based on the service requested. These task orders are usually lump sum budgets covering specific scopes of each project or the project as a whole. These services include, but are not limited to, park space design, roadway evaluation and design, stormwater system evaluation and design, and construction observation for capital projects.

	ENGINEERI	NG SERVICES	
CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Managing Partner	\$200.00	Project Engineer I	\$95.00
President/Partner	\$190.00	Planner I	\$65.00
Engineering Manager	\$175.00	Senior Landscape Architect	\$125.00
Senior Project Manager III	\$150.00	Landscape Architect	\$105.00
Senior Project Manager II	\$140.00	GIS Coordinator	\$140.00
Senior Project Manager I	\$130.00	CADD III	\$80.00
Senior Construction Manager	\$130.00	CADD II	\$70.00
Construction Manager	\$120.00	CADD I	\$60.00
Project Manager II	\$105.00	Permit Coordinator	\$100.00
Project Manager I	\$95.00	Office Manager	\$85.00
Planning Director	\$150.00	Administrative III	\$80.00
Project Engineer III	\$115.00	Administrative II	\$70.00
Project Engineer II	\$105.00	Administrative I	\$65.00
	SURVEY	SERVICES	
CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Senior Survey Project Manager II	\$150.00	3-Man Survey Crew	\$185.00
Senior Survey Project Manager I	\$130.00	2-Man Survey Field Crew	\$155.00
Survey Project Manager II	\$100.00	1-Man w/ GPS	\$145.00
Survey Project Manager I	\$90.00	1-Man Lidar Drone	\$140.00
Survey Technician III	\$80.00	Permit Coordinator	\$100.00
Survey Technician II	\$70.00	Administrative I	\$65.00
Survey Technician I	\$60.00		



# THANK YOU

At Falcon Design Consultants, we understand the effort, time, and responsibility when selecting a company to provide governmental services as many of our team members have public sector experience and performed this very task. With that, we appreciate your valuable time and consideration for the opportunity to provide such services.

LOCAL. COMPREHENSIVE. COMMITTED.

