ROUTE SLIP FOR CONTRACTS AND AGREEMENTS						
FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING						
Date Out of P&C: <u>March 15, 2021</u>						
□ ITB # □ RFP# 19-500535 □ RFQ# □ AGREEMENT # _1231546 □ Agenda Item □ Change Order						
$\Box \text{ GSA/SWC \#} \qquad \Box \text{ Higher du Heim} \qquad \Box \text{ Change Order} ______}$						
Processed by: Brenda Redus, Title: Senior Procurement Agent Amount: \$700,000.00						
Revenue Generating Yes No						
BOC Award/Approval Date <u>December 8, 2020</u> Company Name:Arcadis U.S., Inc						
Oracle Contract Number: 1231546						
Project Title: Engineering and Design Services for Public Works Transportation and Infrastructure						
FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER						
Approved by:, Title: Procurement Manager Date: Comments/Note: Department of Contract for Engineering and Design Services for RFP 19-500535						
Comments/ Bare and Contract for Engineering and Design Services for RFP 19-500535						
FOR USE BY THE COUNTY LAW DEPARTMENT						
Date Received Date Sent to P&C: Law Department Log Number: Reviewing Attorney:						
Action Taken: (include date and signature on approved line):						
Returned to Purchasing and Contracting: Received from reroute (if applicable):						
Approved:						
Comments/NotesSigned by: Clark Candler Date & Time: 17 Mar, 2021 14:57:18 EDT						
Late & Time: 17 Mar, 2021 14:57:18 EDT						
*Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended						
Contract Price.						
FOR USE BY THE USER DEPARTMENT						
Department: Public Works Transportation & Mafrastructure						
Department. <u>I dolle works Hallsport tall 2004 past dettale</u> Department Signature:Date:						
Contract Purpose: Routing of Contract for Engineering and Design Services for RFP 19-500535						
FOR USE BY THE CHIEF EXECUTIVE OFFICER Date Received: Date Out:						
Action Taken: (include date and signature on approved line):						
Returned: Purchasing & Contracting Approved:						
Comments/Notes:						
Date & Time. 20 Mat, 2021 11.43.06 ED1						
FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK						
Director of Finance (for review)						
Signed by: Dianne . McNabb. Date & Time: 05 Apr, 2021 12 2010 UEP Dete & Time: 05 Apr, 2021 12 2010 UEP						
Sarbara Sanders-Norwood						
Signed by: Barbara Sander Signature Received Date Out						
Date & Time: 30 Mar, 2021 15.32:33 EDT						

Return to: Brenda Redus <u>bredus@dekalbcountyga.gov</u>

Contract No. 1231546

AGREEMENT FOR PROFESSIONAL SERVICES

(Engineering and Design Services for PW-Transportation and Infrastructure Projects) DEKALB COUNTY, GEORGIA

THIS CONTRACT, made as of this ______ day of ______, 2020, (hereinafter called the "execution date") by and between, DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter called the "County") and <u>Arcadis U.S., Inc.</u>, a corporation organized and existing under the laws of the State of Georgia, with offices in Fulton County, Georgia (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide Engineering and Design Services for Public Works Department in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2023, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed seven hundred thousand and no hundredths dollars (\$700,000.00), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Value or increasing the Contract Value up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Value does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Value shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of two (2) page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

 A. A copy of invoice(s) must be submitted to: Department of Public Works – Transportation 1950 West Exchange Place, Rm 400 Tucker, GA 30084 ATTN: David Pelton

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <u>www.dekalblsbe.info</u>. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at <u>www.dekalblsbe.info</u>

The County reserves the right to have an audit performed.

ARTICLE III, STATEMENT OF WORK

The Contractor agrees to provide all Engineering and Design services in accordance with the County's Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific work authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. <u>Accuracy of Work</u> The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. <u>Additional Work</u> The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. <u>Ownership of Documents</u> All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any

and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. <u>Right to Audit</u> The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. <u>Successors and Assigns</u> The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. <u>Reviews and Acceptance</u> Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. <u>Indemnification Agreement</u> The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind to persons or property, including employees and property of the County, resulting from the Work, to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons

employed or utilized by the Contractor in the performance of the Contract. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including any injury or death to persons and any damage to property) to the extent such claims or actions were caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions caused by or resulting from the negligence, recklessness or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, specifically to the extent such injury or damage was caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. <u>Insurance</u> Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the

duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following: \$5,000,000 per occurrence \$5,000,000 aggregate
- 2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
 - 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
 - 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance

applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

DeKalb County, Georgia Director of Purchasing & Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur, Georgia 30030

- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. <u>Venue</u> This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. <u>Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization</u> Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. <u>County Representative</u> The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. <u>Contractor's Status</u> The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. <u>Georgia Open Records Act</u> Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq*.

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 et seq., and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. <u>Business License</u> Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city

business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. <u>Sole Agreement</u> This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. <u>Attachments and Appendices</u> This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Subsubcontractor's Affidavit(s); Attachment E, Certificate of Corporate Authority or Joint Venture Certificate; Attachment F, Copies of Required Insurance Documentation; Attachment G, DeKalb County, Georgia New Ethics Policy, and Attachment H, Business License(s)/Certifications.

T. <u>Severability</u> If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. <u>Notices</u> Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer 1300 Commerce Drive, 6th Floor Decatur, GA 30030

and

Executive Assistant 1300 Commerce Drive Decatur, Georgia 30030

With a copy to: Chief Procurement Officer 1300 Commerce Drive, 2nd Floor Decatur, Georgia 30030

With a copy to:

Director of the Finance Department 1300 Commerce Drive Decatur, Georgia 30030

If to the Contractor:

Arcadis U.S., Inc. 2839 Paces Ferry Road, Suite 900 Atlanta, GA 30339 ATTN: Matt McDow, Vice President

V. <u>Counterparts</u> This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. <u>Controlling Provisions</u> The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative. Arcadis, U.S., Inc. **DEKALB COUNTY, GEORGIA** 1

By:(SEAL)	W
Matt M.D. Name (Typed or Printed)	Signed Even Michael L. Date & Vinner 20 Mar, Chief Execu DeKalb Cou
Vice President Title	Date
720 344 3702 Federal Tax I.D. Number	
Date MADIS U	
ATTEST: SEAL	ATTEST:
Jodi L. Wartin	Barbar Signed by: Barbara BARBARA Clerk of the
Name (Typed or Printed) Asst. Coponate Secretary	and Board o DeKalb Cor
Title	

APPROVED AS TO SUBSTANCE: David Pelton

Signed by: David Pelton Date & Time: 16 Mar, 2021 10:20:50 EDT Department Director

by Dir.(SEAL)

Thur BALL RMOND utive Officer unty, Georgia

е

a Sanders-Norwood

AT HP? SANDERS, CCC, CMC e Chief Executive Officer of Commissioners of unty, Georgia

APPROVED AS TO FORM:

County Alterney Signature

County Attorney Name (Typed or Printed)

Contractor's Cost Proposal

COST PROPOSAL FORM (consisting of two (2) pages)

Request for Proposals (RFP) No. 19-500535

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: Arcadis U.S., Inc

Address: 2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339

Contact Person Submitting Proposal: Matt McDow

Title of Contact Person: Vice President

Telephone Number: 770-384-6558

Fax Number: 770-435-2666

E-mail Address: matt.mcdow@arcadis.com

Signature of Contact Person

Vice President Title of Contact Person

COST PROPOSAL FORM

Request for Proposals (RFP) No. 19-500535

State the firm fixed hourly rates stated below for on-call services. Include all labor, equipment, transportation, postage and shipping, reproduction, meetings, supplies, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting data reduction, signing and certifying surveys and incidentals and all services and things necessary to provide the requested services of this RFP.

	Unit of	Unit of Firm Fixed Hourly Rate			
Job Title	Measure	Year 1	Year 2	Year 3	
1. Principals	Per Hour	\$240.00	\$245.00	\$250.00	
2. Project Manager (Georgia P.E. Required)	Per Hour	\$190.00	\$195.00	\$200.00	
3. Project Engineer	Per Hour	\$160.00	\$165.00	\$170.00	
4. Hydrologist	Per Hour	\$140.00	\$144.00	\$148.00	
5. Design Engineer	Per Hour	\$130.00	\$134.00	\$138.00	
6. Georgia Registered Land Surveyors	Per Hour	\$160.00	\$165.00	\$170.00	
7. Drafter/Technician	Per Hour	\$105.00	\$108.00	\$201.00	
8. Clerical	Per Hour	\$80.00	\$82.00	\$84.00	
9. Instrument Man/Party Chief	Per Hour	\$130.00	\$134.00	\$138.00	
10. Flagman	Per Hour	\$60.00	\$62.00	\$64.00	
 Office Computer Aided Design Equipment Operator (including system and materials) 	Per Hour	\$90.00	\$93.00	\$96.00	
12. Construction Manager	Per Hour	\$130.00	\$134.00	\$138.00	
13. Construction Inspector	Per Hour	\$70.00	\$72.00	\$74.00	
14. Land Acquisition Agent	Per Hour	\$90.00	\$93.00	\$96.00	
15. Land Acquisition Manager	Per Hour	\$120.00	\$124.00	\$128.00	
16. Other (Describe and list any additional positions anticipated to be used and not listed above - use additional sheets (if needed)	Per Hour	N/A	N/A	N/A	

Name of Individual or Firm:

Arcadis U.S., Inc.

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. \$13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. \$13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

39845

Federal Work Authorization User Identification Number

 $\frac{\lambda/\lambda1/2007}{\text{Date of Authorization}}$

readis U.S., Inc.

Name of Contractor

Engineering and Design Services for PW-Transportation and Intrastructure Projects Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 1, 2011 in Atlanta (city), 6A (state).

Matt McDow/Vice President

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before m on this the

15 day of March, 2021. NOTARY PUBLIC My Commission Expires: 12/16/22

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with <u>Arcadis U.S., Inc.</u> (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit and forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

86331

Federal Work Authorization User Identification Number

01/07/2008 Date of Authorization

Accura Engineering and Consulting Services, Inc. Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects

Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Feb. 26, 2021 in Atlanta (city), GA (state).

By: Signature of Authorized Officer or Agent

Prashanthi Reddy, President & CEO

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 26 day of February, 2021.

<u>Natalie rose</u> warnen NOTARY PUBLIC My Commission Expires: September 30, 2024



Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with <u>Arcadis U.S., Inc.</u> (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit available for a subcontractor subcontractor to the Contractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit authorization user identification number and date of authorization are as follows:

237294

Federal Work Authorization User Identification Number

8/12/2009 Date of Authorization Corporate Environmental Risk Management, LLC Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

7_ 202\ in KrvEP (city), GA (state). Executed on MAU ML

Bv:

Signature of Authorized Officer or Agent

Albert G. Edwards, Managing Director Printed Name and Title of Authorized Officer or Agent

Subscribed and Swom before me on this the iv of 200

NOTARY PUBLIC My Commission Expires:



Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with <u>Arcadis U.S., Inc.</u> (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit authorization user identification number and date of authorization are as follows:

154446

Federal Work Authorization User Identification Number

04/09/09 Date of Authorization

Smith Real Estate Services. Inc. Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

(city), GA Executed on Feb. (state). 2021 m Atlanta

Signature of Authorized Officer or Agent

Pamela J. Smith, President/CEO Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

day of tebru , 202 1.

NOTARY PURITC My Commission Explicitionica J Martinez NOTARY PUBLIC Datab County, GEORGIA My Commission Explices 09/07/202

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Arcadis U.S., Inc. (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

210078

Federal Work Authorization User Identification Number

4/30/2009

Date of Authorization

Edwards-Pitman Environmental, Inc.

Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February 26, 20 21 in Atlanta (city), GA (state).

Himan By: <u>JUSan Z.</u> JUWER Signature of Authorized Officer or Agent

Susan L. Thomas, AICP/Executive VP of Operations Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

<u>26th</u> day of <u>February</u>, 20<u>21</u>. <u>W de Ceuninck Van Capelle</u> NOTARY PUBLIC My Commission Expires: 9/23/2024



Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with <u>Arcadis U.S., Inc.</u> (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor, the undersigned Subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit and forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

710322

Federal Work Authorization User Identification Number

9/11/2013

Date of Authorization

Pont Engineering, Inc. Name of Subcontractor

Engineering and Design Services for PW-Transportation and Infrastructure Projects Name of Project

DeKalb County Georgia Government Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February 26, 20 21 in Marietta (city), GA (state).

Bγ Signature of Authorized Officer or Agent

Sean Garland, President Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

RY PUBLIC

My Commission Expires: MARCH 04, 2021



ATTACHMENT D (N/A)

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such (name of Subcontractor or subcontract, this affidavit to subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of Subcontractor or sub-subcontractor with whom such subsubcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization

subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project <u>DeKalb County Georgia Government</u> Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), ____(state).

By:_

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires:

ATTACHMENT E CERTIFICATE OF CORPORATE RESOLUTION

I, Jod: L. Martin , certify the following:

That I am the duly elected and authorized Secretary of <u>Artrapis</u> (hereinafter referred to as the "<u>Contractor</u>"), an <u>Corporation</u> organized and incorporated to do business under the laws of the State of <u>Georgia</u>;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed $\underline{Mc\# McD_{o}}$, in his official capacity as $\underline{Vice President}$ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the 4th day of March , 2021

ATTACHMENT F Copies of Required Insurance Documents

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE(MM/DD/YYYY 12/29/2020	2		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS								
IMPORTANT: If the certificate holder is a SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	the term	ns and conditions of	the policy, o uch endorse	ertain polic ment(s).	ADDITIONA les may requ	L INSURED provision uire an endorsement.	s or be endorsed. A statement on thi	Holder Identifier : ARFCHI
PRODUCER			CONTAC	т				- 3
Aon Risk Services South, Inc. Franklin TN Office			CONTAC NAME: PHONE (A/C. No.	Ext); (866) 2	283-7122	FAX (A/C. No.): 800-	-363-0105	ة 🗖
501 Corporate Centre Drive Suite 300			E-MAIL ADDRES					
Suite 300 Franklin TN 37067 USA			ADDRES		URER(S) AFFO	RDING COVERAGE	NAIC #	
INSURED			INSURER	A: Hartí	Ford Fire I	insurance Co.	19682	
Arcadis U.S., Inc.			INSURER	B: Harti	ford Casual	ty Insurance Co	29424	
630 Plaza Drive Suite 200			INSURER	c: Harti	Ford Accide	nt & Indemnity Com	pany 22357 -	
Highlands Ranch CO 80129 USA			INSURER	D: Twin	City Fire	Insurance Company	29459	
			INSURER	1 E:			i	
			INSURER	۲F:				
COVERAGES CERT	IFICATE	NUMBER: 5700854	419023		R	EVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES (OF INSUF	RANCE LISTED BELOW	V HAVE BEEN	VISSUED TO	THE INSURE	D NAMED ABOVE FOR	THE POLICY PERIC)D
INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PE	UIREMEI ERTAIN.	NT, TERM OR CONDIT THE INSURANCE AFF	ORDED BY 1	CONTRACT	or other i S describe	D HEREIN IS SUBJECT	TO ALL THE TERM	IS IS,
EXCLUSIONS AND CONDITIONS OF SUCH	POLICIÉS	5. LIMITS SHOWN MAY	'HAVE BEEN	REDUCED B	Y PAID CLAIN	IS. Limits	shown are as reques	
INSR TYPE OF INSURANCE	ADDL SUBI		3EA	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LII	ATTS	
A X COMMERCIAL GENERAL LIABILITY		20ECSOL5318		10/01/2020	10/01/2021	EACH OCCURRENCE	\$1,000,	000
CLAIMS-MADE X OCCUR		SIR applies per	policy ter	ns & condat	nons	DAMAGE TO RENTED PREMISES (Es occurrence)	\$1,000,	000
X Contractual Llability						MED EXP (Any one person)	\$10,	000
						PERSONAL & ADV INJURY	\$1,000,	000 8
GEN'L AGGREGATE LIMIT APPLIES PER:	1					GENERAL AGGREGATE	\$2,000,	000
POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGO	\$2,000,	000
								000 000
		20 UEN 0L5319		10/01/2020	10/01/2021	COMBINED SINGLE LIMIT	£1.000	
				,	,,	(Ea accident)	\$1,000,	
X ANY AUTO						BODILY INJURY (Per person))	:
OWNED SCHEDULED						BODILY INJURY (Per acciden	t)	
HIRED AUTOS NON-OWNED ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	_	
X Property Damage to		2010100 6222		10/01/2020	10/01/2021		45.000	
B X UMBRELLALIAB X OCCUR		20XHUOL5322		10/01/2020	10/01/2021	EACH OCCURRENCE	\$5,000,	000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,	000
DED X RETENTION \$10,000								
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WNOL5323		10/01/2020	10/01/2021	X PER STATUTE OT	μ.	
ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A	AOS 20WPROL5321		10/01/2020	10/01/2021	E.L. EACH ACCIDENT	\$1,000,	000
(Mandatory in NH)	<u></u>	WI		10 01004	1000	E.L. DISEASE-EA EMPLOYEE	£ \$1,000,	000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,	000
	ļ							2
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	1 IS (ACORD	101. Additional Ramarka Sr	hedule, may be	attached If more	apace is rectile	d)		=
						· · · · · · · · · · · · · · · · · · ·	e Projects for	f
DeKalb County, GA, Agreement for Pro	ofessio	nál Servičes. Děka	alb County	its elect	ed officia	ls, officers, emplo	oyees and agents	. 문
Umbrella Liability policies. Genera	l Liabi	lity, Automobile (iability a	nd Umbrell	a Liabilit	y policies evidence	ed herein are	"""""""""""""""""""""""""""""""""""""""
Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of								
RE: Contract No. 1231546, RFP 19-500535, Engineering Design Services for PW-Transportation and Infrastructure Projects for Dekalb County, GA, Agreement for Professional Services. Dekalb County, its elected officials, officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of DeKalb County and its officers in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.								
CERTIFICATE HOLDER CANCELLATION					E			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE T EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH T								
				OVISIONS.	~			
DeKalb County, Georgia AU Director of Purchasing & Contracting				EPRESENTATIV	E			
The Maloof Center 2nd Eloor								
1300 Commerce Drive Decatur GA 30030 USA				Aon Prick Services South Inc.				

©1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

ACORD CERT	ΊF		ATE OF LIA	BILI	TY IN:	SURA	NCE		///DD//YYYY) //29/2020
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	the	terms	s and conditions of the	e policy, c	ertain polici	ADDITIONA es may requ	L INSURED provisions ire an endorsement. /	s or be e A statem	ndorsed. If ent on this
PRODUCER				CONTAC NAME:			, ···		
Aon Risk Services South, Inc.				PHONE	(866) 3	83-7122	FAX (A/C, No.): (800) 363-01	05
Franklin TN Office 501 Corporate Centre Drive				(A/C. No.	CAIJ.		(AVG. NO.):		
Suite 300				ADDRES	iS:				
Franklin TN 37067 USA					INSU	IRER(S) AFFOF	DING COVERAGE		NAIC #
INSURED				INSURER	A: Lexin	gton Insur	ance Company		19437
Arcadis U.S., Inc.				INSURER		-	nsurance Company		36940
630 Plaza Drive Suite 200				INSURER	C:				
Highlands Ranch CO 80129 USA				INSURER	1D:				
				INSURER					
				INSURER		<i></i>			
COVERAGES CER	TIFIC	ATE	NUMBER: 57008541			RE	VISION NUMBER:		
THE IS TO CEPTIEN THAT THE POLICIES			ANCE LISTED BELOW H	JAVE REEN	ISSUED TO	THE INSURE	D NAMED ABOVE FOR	THE POI	ICY PERIOD
INDICATED NOTWITHSTANDING ANY RE	OLUBR	*MEN	T TERM OR CONDITIO	IN OF ANY	CONTRACT (or other C	OCUMENT WITH RESP	ECT TO	WHICH THIS I
CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	PERT/	AIN, T CIES.	HE INSURANCE AFFOR	AVE BEEN	REDUCED BY	Y PAID CLAIM	S. I imite		e as requested
INSR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/00/YYYY)	POLICY EXP (MM/DD/YYYY)		ITS	e as requested
	INSO	WVD.	FOLIGT NOMBER	·	(MM/00/TTTT)	(MIN/DD/TTTT)	EACH OCCURRENCE		
							DAMAGE TO RENTED		
							PREMISES (Ea occurrence)		
							MED EXP (Any one person) PERSONAL & ADV INJURY		
							GENERAL AGGREGATE		
							PRODUCTS · COMP/OP AGG	-	
							PRODUCTS · COMPIOP AGG		
	OTHER:				-				
AUTOMOBILE LIABILITY	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
						BODILY INJURY (Per person)			
							BODILY INJURY (Per accident	0	
AUTOS ONLY AUTOS HIRED AUTOS NON-OWNED							PROPERTY DAMAGE		
ONLY AUTOS ONLY							(Per accident)	-	
							EACH OCCURRENCE		
							AGGREGATE		
EXCESS LIAB CLAIMS-MADE	4						ADDREDATE		
DED RETENTION	Ļ								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTI	<u>"</u>	
ANY PROPRIETOR / PARTNER / EXECUTIVE	NIA						E.L. EACH ACCIDENT	_	
(Mandatory in NH)	1						E.L. DISEASE-EA EMPLOYEE	·	
If yes, describe under DESCRIPTION OF OPERATIONS below	—		US00090310E020A		06/01/2020	06/01/2021	E.L. DISEASE-POLICY LIMIT Each Claim		\$1,000,000
B Env Contr Poll			Professional & Pol SIR applies per po			28	Annual Aggregate		
Professional & Pollution Annual Aggregate 31,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHCLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Annual Aggregate 31,000,000 RE: CONTract No. 1231546, RFP 19-500535, Engineering Design Services for PW-Transportation and Infrastructure Projects for DeKalb County, GA, Agreement for Professional Services. For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. CERTIFICATE HOLDER CANCELLATION DeKalb County, Georgia SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. DeKalb County, Georgia SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. DeKalb County, Georgia SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. DeKalb County, Georgia Should ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Decauur GA 30030 USA AUTHORIZED REPRESENTATIVE									
CERTIFICATE HOLDER CANCELLATION									
E				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				FORE THE WITH THE	
DeKalb County, Georgia			A	UTHORIZED R	EPRESENTATIV	E			
Decator County, Georgia AU Director of Purchasing & Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur GA 30030 USA							wices South	Inc	

©1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD ATTACHMENT G DeKalb County, Georgia New Ethics Policy



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May Interim CEO

Executive Order No. 2014-4 New Ethics Policy

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. Gifts. A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

² "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals*. CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. Travel. CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets*. CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria*. CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. Awards, other exceptions. CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

³ "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

- 1. Contractors. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
- 2. *CEO-sponsored events*. No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;

- 2. Meeting with and supporting the Ethics Board as necessary;
- 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
- 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
- 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
- 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
- 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
- 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
- 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
- 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25^{44} OF 106_{2014} , 2014. an LEE N. MAY Interim Chief Executive Officer,

BARBARA H. SANDERS, CCC Clerk to the Chief Executive Officer and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

ATTACHMENT H Business License(s)/Certifications



THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

		BUSINESS D	ESCRIPTION			
CLASSIFIC/	ATION CODE	CLASSIFICA	TION NAME			AMOUNT
871101	ENGIN	EER (OCCUPATIONAL TAX)				14329.00
	2021 for. upda receiv	has been applied Will send an ted Copy once ed.				
			PAYMENT DATE	02-	-13-2020	
4332 14,32	<u> </u>	hank you!	0 431B 0.00	SUB TOTAL	5	14,329.00
4545 0.00				PENALTY	S	0.00
	(Ral: LWhitin		INTEREST	\$	0.00
		-perior reputien		TOTAL	5	14,329.00
		/ /	taticate 9097 2020 ARCAD S			

Ellipia Welds

BUSINESS LICENSE DIVISION MANAGER

AUTHORIZED INITIALS IMPORTANT NOTICE

Interest as provided by law will be imposed for failure to renew certificate prior to expiration date,

2 Please document to Cobb County Business License Office when business goes out of business.

3 Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.

4 Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate. 5

Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information

PLACE ON DISPLAY

273552

The County's Request for Proposals (RFP) No.19-500535

<u>APPENDIX I</u>



DeKalb County Department of Purchasing and Contracting

November 18, 2019

REQUEST FOR PROPOSALS (RFP) NO. 19-500535

FOR

ENGINEERING AND DESIGN SERVICES FOR PUBLIC WORKS TRANSPORTATION AND INFRASTRUCTURE PROJECTS

Senior Procurement Agent:	Brenda H. Redus
Phone:	4044-371-4943
Email:	bredus@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	November 20, or 27, 2019 or December 4, 2019 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A (Meetings are held at 10:00a.m. and 2:00p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"; Conference Call Dial-In: 770-414- 2144 (PIN: 199812)
Pre-Proposal Conference:	November 26, 2019 at 10:00 A.M. Location: The Maloof Building, 1300 Commerce Dr., 2 nd Floor, Decatur, GA 30030
Deadline for Submission of Questions:	5:00 P.M. ET, December 2, 2019

Deadline for Receipt of Proposals: <u>3:00 P.M. ET, December 16, 2019</u>

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.
TABLE OF CONTENTS

Section	n Title	Page
I.	Introduction	3
I. II.	Scope of Work	
III.	Proposal Format	
	A.Cost Proposal	
	B.Technical Proposal	
	C.DeKalb First (LSBE) Ordinance	
	D.Federal Work Authorization Program	
IV.	Criteria for Evaluation	
V.	Contract Administration	
••	A.Standard County Contract	
	B.Submittal Instructions	
	C.Pre-Proposal Conference and Site Visit	
	D. Questions	
	E.Acknowledgement of Addenda	
	F.Proposal Duration	
	G.Project Director/Contract Manager	
	H.Expenses of Preparing Responses to this RFP	
	I.Georgia Open Records Act	
	J.First Source Jobs Ordinance	
	K.Business License	
	L.Ethics Rules	
	M.Right to Audit	
	N.Dekalb County, Georgia's Title VI Policy Statement	
	O.Cooperative Procurement	
VI.	Award of Contract	
	Attachment A. Cost Proposal	
	Attachment B. Proposal Cover Sheet	
	Attachment C. Contractor Reference and Release Form	
	Attachment D. Subcontractor Reference and Release Form	25
	Attachment E. DeKalb First (LSBE) Information Form	26-34
	Attachment F. Sample County Contract	
	Attachment G. Responder Affidavit	
	Attachment H. First Source Jobs Ordinance Information & Exhibi	
	Attachment I. (Sample) Work Authorization Form	57



DeKalb County Department of Purchasing and Contracting Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

November 18, 2019

REQUEST FOR PROPOSAL (RFP) No. 19-500535

FOR

ENGINEERING AND DESIGN SERVICES FOR PUBLIC WORKS TRANSPORTATION AND INFRASTRUCTURE PROJECTS

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in engineering and design services to submit proposals to provide Professional Engineering Services for various public works, transportation and infrastructure improvement projects.

By means of the requirements described herein, the selected Contractor(s) shall assist the County by providing Professional Engineering services for the design and construction of various projects including, but not limited to: intersection, sidewalks, and roadway improvements; streetscapes, localized drainage projects, traffic signalization projects, bridge replacements, infrastructure improvements and related project meetings.

I. INTRODUCTION

- A. General Information The County is seeking proposals for engineering services in order to initiate design of selected public works infrastructure improvement projects. All Capital Improvement Projects, land acquisition and construction will be approved by the DeKalb County Board of Commissioners for the design phases of the projects. Some of the projects may involve Federal/State funding in addition to solely County funded projects.
- B. In an effort to expedite the projects and select the most qualified contractors, the County intends to utilize a "work authorization" type approach. See Sample Work Authorization Form attached as Exhibit 1.
- C. The initial term of the contract resulting from this RFP shall be for three hundred sixty- five (365) days and may be renewed annually by the County for two (2) additional one-year renewal terms.

- D. The services shall commence within twenty (20) calendar days after receipt of written notice to proceed. Separate costs shall be submitted for the initial twelve (12) month term and the renewal terms.
- E. Work authorizations shall be assigned only during the contract period. Any work assigned during the contract period shall continue to completion of the assignment per the terms of this contract even though the expiration date has passed. All rates in Exhibit 3, Cost Proposal/Fee Schedule, will apply for the duration of the Contract resulting from this RFP.
- F. The County requires the services of a Contractor(s) to design or evaluate projects on very short notice, on an as-needed basis, as determined by the County. The Contract, resulting from this RFP, will provide the method by which the County can assign projects on a "work authorization" basis.
- G. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate &	Α
sealed)	
Proposal Cover Sheet	В
Contractor Reference and Release Form	С
Subcontractor Reference and Release Form	D
(make additional copies as needed)	
LSBE Documents – Exhibits A and B	Е
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits	Н
1-4)	
Exceptions to the Standard County	F
Contract, if any	

H. The County reserves the right to make one (1) award or multiple awards.

II. STATEMENT OF WORK

Responders shall submit proposals for work in accordance with the specifications of this Section II., Statement of Work of this RFP.

A. <u>REQUIRED SERVICES CATEGORIES</u>

Perform consultant services for transportation related improvements including but not limited to sidewalks, intersection improvements, and multi-use trails in accordance with the specifications of Section II-D of the RFP. Services in each category listed below shall include, but not be limited to, the following:

1. <u>**Transportation and Infrastructure Design**</u> – Perform all design as needed to produce construction and right-of-way plans on a variety of transportation related projects such as road improvements, streetscapes, sidewalks, intersections, multi-use trails, and bridge replacement projects. Develop scoping/concept reports, concept plans, base mapping/surveying data, construction plans, quantities, right-of-way plans, legal descriptions, cost estimates, etc. All plans are to be prepared per the requirements described in Section II-D of the RFP unless specified otherwise by the County.

Perform all necessary design work for streetscape projects. Provide a combination of landscape architecture and transportation design services as required to successfully complete construction plans in the State and Federal process.

Provide all engineering designs relative to the projects; in particular, water and sewer facility construction plan designs and specifications for new locations and for relocation of facilities necessitated by transportation improvement projects.

Estimate quantities and develop cost estimates. Develop designs, specifications, and plan formats to meet DeKalb County, Georgia Department of Transportation and other requirements as necessary.

2. **Land Surveying** – Perform all land surveying services as needed to produce base mapping for the various projects. Produce base mapping, legal descriptions, boundary surveys, topographic surveys, right-of-way surveys, research land records, deeds, etc., necessary for various projects per the specifications described in II-E of the RFP. All surveying performed will be compatible with the County's Geographic Information System (G.I.S.) database. On certain projects, the County may allow aerial mapping to be used in lieu of some surveyed data.

However, it shall be the responsibility of the consultant to insure any provided information including G.I.S. maps, aerial photograph, etc is up-to-date and accurate. The County shall not be held responsible for any data or information provided to the consultants that have been deemed incorrect or inaccurate.

- 3. <u>**Traffic Engineering**</u> Perform all necessary studies to produce traffic engineering plans, and specifications in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), and Local, State, and Federal regulations. Develop detour plans for construction in accordance with Local, State, and Federal guidelines. Produce intersection and roadway capacity analysis as well as traffic forecasts, if required. Collect turning movement data in the field, perform traffic projections, produce signal timing plans, traffic signal and signal system plans, traffic models, and all related traffic studies and recommendations necessary for approval of the design of the various local and State/Federal projects.
- 4. <u>Environmental and Geotechnical</u> Perform all environmental services as needed for local and regional planning, and for meeting State and Federal preliminary engineering requirements (including National Pollution Discharge Elimination System (NPDES) requirements) on the various projects. Prepare assessments, site investigations, categorical exclusions, archeological assessments, historic preservation analysis, various reports, and assist the County in a review capacity, if necessary, on environmental work for various projects as required by applicable County, State, and Federal requirements.

Assist the County in environmental land acquisition issues.

Assist the County by making recommendations regarding the environmental impacts of conceptual designs.

Perform all geotechnical related work required for the projects.

Produce geotechnical reports and perform all work required for concept development, construction plans, and construction management.

5. <u>Bridge/Structural</u> – Perform bridge/structural services as needed including design, inspection, and recommendations in support of bridge replacement design projects and other infrastructure projects. The County may also request structural services to include inspections and reports of existing infrastructure with related design/repair options and corresponding cost estimates.

Perform value engineering as required for all structural improvements on transportation and drainage projects.

Assist the County by providing drainage analysis as needed for bridge and culvert replacements. Perform all work necessary for Federal Emergency Management Agency (FEMA), Corps of Engineer, County, State, and Federal agency permits related to structural improvements.

- 6. **Land Acquisition Services** Perform all services necessary for land acquisition, including but not limited to: title searches, cost estimates, appraisals, negotiations, and preparation of closing and condemnation documents. Also perform environmental studies, asbestos removal, and demolition work on newly acquired properties. Work will be performed on an as needed basis as determined by the County. Coordinate and monitor right-of-way acquisition activities on select projects through all phases of development. Conduct right-of-way impact studies, and right-of-way and land acquisition coordination with all state, Federal, and local agencies. All acquisitions will comply with applicable local, state, and Federal regulations.
 - a. Develop and implement a cost-effective approach to property acquisition to be submitted to the County for approval. Review right-of-way drawings. Perform environmental assessment of lands to be purchased or when obtaining easements. Assist the County Administration in determining which properties to acquire based on the right-of-way plans. Prepare estimates of the cost of easements and right-of-way (property) necessary for program funding as identified by the County Administration. Attend and/or conduct public meetings as requested by the County Administration. Contact owners to verify ownership and property lines shown on the plans and advise owners of their rights and acquisition procedures under applicable local, state, and Federal guidelines.
 - b. Provide technical assistance during appraisals. Submit monthly progress reports of land acquisition activities in support of the County Administration's cost and schedule systems. Plan and implement relocation of obstructions plan for affected parcels.
 - c. Conduct appraisals in accordance with county, state, and Federal guidelines, as applicable. Obtain additional appraisals or specialty reports when required. Review appraisals when required. GDOT prequalified consultants and appraisers are to be used on State/Federal funded projects.
 - d. Submit final appraisals to the County Administration for review. Perform negotiations with property owners in accordance with county, state, and Federal guidelines, as applicable. Notify owners in written

correspondence. Assist owners to expedite the acquisition of property (paperwork, eligibility for relocation payments).

- e. Conduct land acquisition negotiations in accordance with County procedures for approval and execution by the County Administration. Maintain organized project records of land acquisition/condemnation process sufficient for auditing by outside agencies if required. Provide appraisal support for court-related land acquisition/condemnation cases. Perform all coordination with the Georgia Department of Transportation on State/Federal funded projects.
- f. Provide the original and two copies of all acquisition related documents required to submit for GDOT right-of-way acquisition reimbursement.

7. <u>Construction Management/Inspection Services</u>

- a. Provide construction management and/or inspection services as required by the County on an as-needed basis.
- b. Provide inspection services for transportation projects in accordance with Georgia Department of Transportation (GDOT) specifications.
- c. Perform field plan reviews, review bid documents, review and prepare cost estimates. Provide status reports and cost to complete updates.
- d. Manage contractors hired by the County on various locally funded projects and occasionally on State/Federally funded projects. Review contractor invoices for approval by the County.
- e. Provide inspection services that follow all GDOT specifications for road and bridge projects. Perform any required coordination necessary with GDOT on State/Federal funded projects or on projects permitted by the State.

B. <u>PROJECT ADMINISTRATION</u>

- 1. Within ten (10) calendar days after receipt of written notice to proceed, the Consultant shall meet with the County to review specific assignments, concepts, and the overall planning of projects to be assigned by the County. The County will identify the project(s). The Consultants will be assigned projects based on confirmation of prequalified status by category, and for the type of services listen in Section II.A.
- 2. The County jointly with the Consultant will then identify concepts and scope of work for each project which will be approved, in writing, by

the County. The Consultant shall develop a "Not To Exceed" cost proposal for each project based on the approved scope of work. The County may request cost proposals from more than one consultant on any particular project.

- 3. The scope of work for each project assigned, to be performed under this Agreement shall be specifically defined in a Work Authorization Form attached herein, which shall be approved by the County. The compensation for each such project shall be presented as a lump sum "Not To Exceed" amount, based on the unit prices submitted by the Consultant in response to this RFP. The Consultant shall provide such technical assistance to the County as may be necessary to specifically define the scope of work for each assigned project. The Consultant will be required to provide estimated calendar days to completion, personnel man hours needed, and not to exceed compensation for each assigned project.
- 4. Written summarizations of all meetings with the County shall be prepared by the Consultant and returned within three (3) working days to the County for their review to ensure compliance with scope of work and contract progress.
- 5. The Consultant shall provide budget estimated for County review and approval showing cost basis for each assigned project.
- 6. The Consultant shall develop proposed design and construction schedules as necessary for each assigned project.
- 7. The completion schedule, for each assigned project scope of work, shall be mutually agreed upon by the County and the Consultant, prior to the issuance of written authorization to proceed by the County.
- 8. The County and the Consultant shall agree on milestones for each assigned project. A review by the County will be performed when each milestone is reached. No remuneration will be made for additional design effects resulting from this review.
- 9. When directed by the County, the Consultant will prepare bid documents, special provisions, administer the bidding process, and shall be responsible for the sale of Plans and Specifications to potential bidders.
- 10. The Consultant shall prepare and submit all required and necessary documents to obtain all State and Federal permits and approval of the Plans and Specifications for the project, if needed.

- 11. The Consultant will prepare conceptual, preliminary, final construction estimates of design projects, and any other interim estimate as required by the County in the project scope of work.
- 12. The Consultant will be required to submit "as-builts" to the County at the completion of all projects in digital format for inclusion into the County GIS.
- 13. Upon request by the County, the Consultant will be required to be present at all related public hearings, Board of Commissioners meetings, meeting with outside agencies, etc.
- 14. The Consultant is responsible for obtaining any land disturbance permit and meeting as-built requirements for each design.

C. <u>ADMINISTRATIVE DATA/INFORMATION</u>

Copies of topographical maps, existing drainage systems, land use maps, floodway/floodplain charts, wetlands maps, tax parcels, and County road maps will be made accessible to the Consultant by various County departments. Copies will be made by the Consultant, at no expense to the County. The Consultant will coordinate with the County representative for use of the above materials. The County does not warrant the accuracy of the available data, and the Consultant is expected to conduct applicable field testing where the work so requires. Data available to the Consultant is as follows:

- 1. Existing drainage system The County is in the process of developing an inventory of the infrastructure Countywide. This information will be provided electronically through County GIS.
- 2. Land use mapping information will be provide on County GIS.
- 3. Floodplain information is available on County FEMA Flood Insurance Rate Maps (current FEMA maps).
- 4. County road and right-of-way information and certain Georgia Department of Transportation plans are available.
- 5. Tax parcel owner and property information will be made available to the Consultant in hard copy format or digital format.
- 6. A GIS data dictionary, which documents data availability and data context, will be made available to the successful consultant. The base mapping will be $1^{"} = 100$ with 2' contour intervals. Site specific planimetric and topographic data available at the time of the start of each project will be made available to the consultant. The Consultant will be

required to agree to the terms for use of GIS data as set forth in the attached Standard County Contract attached herein.

- 7. The Consultant shall check the data and information furnished by the County listed above for accuracy and to ensure that the data and information meet appropriate standards and is formatted to be compatible with County GIS and mapping programs described previously. Any survey monument information, horizontal or vertical, will be approved by the County and eventually turned over to the County. The Consultant will provide ASCH data format to be specified by the County. All survey control will be provided in feet and will be formatted for inclusion into the County GIS.
- 8. The Consultant will have access to all existing materials, maps, plans, etc. relating to drainage, sewer and related systems currently maintained by the County or private entities bound by ordinance.
- 9. The Consultant will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing survey or other field investigations in accordance with the practices of the County. The Consultant will transmit a copy of "intent to enter" letter to the County for the County's approval prior to sending it to property owners.

D. <u>PROFESSIONAL SERVICES SPECIFICATIONS:</u>

- 1. All surveying and design services are to be in accordance with the Georgia Department of Transportation's current policies in order to comply with State and Federal review and approval procedures, unless specifically excluded and directed by the County.
- 2. All plan preparation for all projects will be in accordance with the Georgia Department of Transportation's "Plan Development Process", Manual of Guidance, current edition, unless specifically excluded and directed by the County.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

- The cost proposal must be submitted in a separate, sealed envelope with the responder's name and <u>"Cost Proposal for Request for Proposals (RFP) No. 19-500535</u> for <u>Engineering and Design Services for Public Works Transportation and Infrastructure"</u> on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
- 3. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST **PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
- 4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form.* Responder shall not alter the cost proposal form.

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

- Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and <u>"Request for Proposals (RFP) No. 19-500535</u> for <u>Engineering</u> and Design Services for Public Works Transportation and Infrastructure" on the outside of each envelope or box.
- 2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
- 3. **Technical Approach:** Responders are required to describe the procedures and methods that will achieve the required outcome of this project.
- 4. **Project Management**: Describe how the project will be organized and managed. Include the anticipated use of subconsultants. Describe the resources necessary to accomplish the purpose of the project. Describe internal quality control and quality assurance practices and how those will apply to those services. Demonstrate familiarity with applicable Federal, State and local regulations, required criteria, standards and procedures with respect to planning, environmental, design, acquisition, construction, construction supervision, and approval of road projects.

- 5. **Experience of Consultants:** The proposal will address the following criteria and include necessary information of any other professional firm to be involved through subcontract, joint venture, etc.:
 - a. The proposal is to include the qualifications of the Consultant firm, and the staff to successfully perform the services listed in Section II of the RFP.
 - b. The Responder shall demonstrate experience in the design of similar facilities, and confirm listing by the State of Georgia Department of Transportation (GDOT) as a prequalified consultant for projects eligible for State and Federal Transportation funding. Confirmation of listing by Consultant or any other firm involved through joint venture by each pre-qualified category is required. The Consultant shall demonstrate the firm's extensive knowledge of the GDOT's Plan Development Process. Describe the past experience of the firm and of the staff on similar projects as well as other relevant experiences.
 - c. The Responder shall provide statements and references attesting to successful compliance with schedules and budgets as well as the scope, location, design cost, construction cost, and duration of similar projects.
 - d. List the systems and methods successfully used to perform the work described in the categories listed in Section II of the RFP and on similar projects. This information will be used to assure the reliability and quality of proposed work.
 - e. List the equipment, hardware, software, etc., to be used to perform the work in the categories listed in Section II of the RFP.
 - f. Demonstrate the extent of in-house capabilities to perform specialized services that may be required by a specific project.
 - g. Demonstrate the ability to absorb anticipated workload described above under the two year contract time frame.
 - h. Demonstrate familiarity with applicable Federal, State, and local regulations, required criteria, standards and procedures with respect to planning, environmental, design, acquisition, construction supervision, and approval of road projects.

6. Qualification of Staff/Management:

The proposal will address the following criteria and include necessary information of any other professional firm to be involved through subcontract, joint ventures, etc.:

a. Describe the experience and qualifications on similar projects of the project manager and document the on-site time commitment on comparable projects.

- b. Proposals should include a description of the qualifications and experience of the specific staff members of the project team to be involved in the projects. Proposals should demonstrate the ability to retain project managers and key project personnel throughout the project.
- c. Include names and brief resumes of key personnel on the project team (identified as to technical and/or management) to be assigned to proposed work, stating the capability of proposed key personnel as demonstrated in past and recent similar projects. In addition, the Consultant shall include current workload and commitments of proposed key personnel, as related to their capacity to perform work satisfactorily.
- d. The proposal must include an 11" x 17" folded organizational chart of all personnel, including joint venture firms, of the project team.
- 7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation.
- 8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
- 9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

- 1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf.
- 2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at <u>fbwilliams@dekalbcountyga.gov</u> or (404) 371-6312.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis

for the evaluation of proposals.

- A. Technical Approach to the Project (20 points)
- **B.** Project Management (15 points)
- C. Experience of Consultants (25 points)
- **D.** Qualification of Staff/Management (15 points)
- E. Financial Responsibility (5 points)
- **F.** References (10 points)
- G. Local Small Business Enterprise Participation (10 points)
- H. Optional Interview (10 points) bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs/drive); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address <u>no later than 3:00 p.m. on December 16, 2019</u>.

DeKalb County Department of Purchasing and Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and <u>"Request for Proposals (RFP) No. 19-500535</u> for <u>Engineering and Design Services</u> <u>for Public Works Transportation and Infrastructure"</u> on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on <u>the 26th</u> day of <u>November, 2019</u> at Location: The Maloof Building, 1300 Commerce Dr., 2nd Floor, Decatur, GA 30030. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Brenda Redus, phone number 404-371-4943 or email address bredus@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Brenda Redus, via email to <u>bredus@dekalbcountyga.gov</u>, no later than close of business on <u>December 2, 2019</u>. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Brenda Redus at 404-371-4943 or send an email to bredus@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda this project may found DeKalb issued for be on County's website. www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 <u>et seq</u>., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or

community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 - 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at <u>www.worksourcedekalb.org</u> or 404-687-3400.

K. Business License

Responder shall submit a copy of its current, valid business license upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or

underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

O. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Brenda H. Redus Senior Procurement Agent Department of Purchasing and Contracting

Attachment A:	Cost Proposal
Attachment B:	Proposal Cover Sheet
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form

Attachment E: LSBE Opportunity Tracking Form

- Attachment F: Sample County Contract
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 4

ATTACHMENT A

COST PROPOSAL FORM

(consisting of two (2) pages)

Request for Proposals (RFP) No. 19-500535

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. <u>The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure" clearly identified on the outside of the envelope.</u>

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm:	 	 	
Address:			

Contact Person Submitting Proposal:_____

Title of Contact Person:		

Telephone Number:_____

Fax Number:_____

E-mail Address:_____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A

COST PROPOSAL FORM

Request for Proposals (RFP) No. 19-500535

State the firm fixed hourly rates stated below for on-call services. Include all labor, equipment, transportation, postage and shipping, reproduction, meetings, supplies, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting data reduction, signing and certifying surveys and incidentals and all services and things necessary to provide the requested services of this RFP.

T-1-71%41-	Unit of	Firm Fixed Hourly Rate		
Job Title	Measure	Year 1	Year 2	Year3
1. Principals	Per Hour	\$	\$	\$
2. Project Manager (Georgia P.E. Required)	Per Hour	\$	\$	\$
3. Project Engineer	Per Hour	\$	\$	\$
4. Hydrologist	Per Hour	\$	\$	\$
5. Design Engineer	Per Hour	\$	\$	\$
6. Georgia Registered Land Surveyors	Per Hour	\$	\$	\$
7. Drafter/Technician	Per Hour	\$	\$	\$
8. Clerical	Per Hour	\$	\$	\$
9. Instrument Man/Party Chief	Per Hour	\$	\$	\$
10. Flagman	Per Hour	\$	\$	\$
11. Office Computer Aided Design Equipment Operator (including system and materials)	Per Hour	\$	\$	\$
I 2. Construction Manager	Per Hour	\$	\$	\$
13. Construction Inspector	Per Hour	\$	\$	\$
14. Land Acquisition Agent	Per Hour	\$	\$	\$
15. Land Acquisition Manager	Per Hour	\$	\$	\$
16. Other (Describe and list any additional positions anticipated to be used and not listed above - use additional sheets (if needed)	Per Hour	\$	\$	\$

Name of Individual or Firm:

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal	Tax ID#
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	and Title Telephone Number (include area code)		
Email Address	Fax Numbe	Fax Number (include area code)	
Company Website Address Type of Organization (check □ Corporation □ Joint V □ Proprietorship □ Govern		int Venture	

Proposals for Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on **December 16, 2019** until <u>3:00 p.m.</u> (EST). Proposals shall be marked in accordance with the RFP, Section V.B.

CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)	Title(s)
Type or Print Name(s)	Date

ATTACHMENT C CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		nclude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Numb	er (include a	area code)
Project Name			
Company Name	Contract P	eriod	
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			
Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name	·		

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed	_ Title
(Authorized Signature of Proposer)	
Company Name	Date

ATTACHMENT D SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period			
Contact Person Name and Title	Telephone Number (include area code)		nclude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	er (include a	area code)	
Project Name				
Company Name	Contract P	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include area code)			
Project Name				
Company Name	Contract Period			
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include area code)			
Project Name				

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed	_ Title
(Authorized Signature of Proposer)	
Company Name	Date

ATTACHMENT E DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LSBE Participation Required		
20% of Total Award		
Certification Designation	Request For Proposals	
	(RFP)	
LSBE Within DeKalb (LSBE-	Ten (10) Preference	
DeKalb)	Points	
LSBE Outside DeKalb (LSBE-	Five (5) Preference	
MSA)	Points	
Demonstrated GFE	Two (2) Preference	
	Points	

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <u>http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</u> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME BIDDER/PROPOSER_____

SOLICITATION NUMBER: RFP No. 19-500535

TITLE OF UNIT OF WORK – Engineering and Design Services for Public Works Transportation and Infrastructure

- 1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): LSBE-DeKalb LSBE-MSA
- 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: ______.
- 3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.
- 4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof	
of certification:	

LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach	
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach	
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach	
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):



This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. **Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

(2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

(Authorized Signature and Title Required)	Date
Sworn to and Subscribed to before me this day of	, 201

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

То:_____

(Name of Prime Contractor Firm)

From:

(Name of Subcontractor Firm)

□ LSBE –DeKalb □ LSBE –MSA (Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure____

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor	Sub-contractor
Signature:	Signature:
Title:	Title:
Date:	Date:

ATTACHMENT F

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this _____day of _____, 20____, (hereinafter called the "execution date") by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and _______, a corporation organized and existing under the laws of the State of ______, with offices in _______, (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide _______ in DeKalb County, Georgia. WITNESSETH: That for and in consideration of the mutual covenants and agreements herein

set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed (\$). unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to: DeKalb County, Georgia Attention: "USER DEPARTMENT"

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <u>www.dekalblsbe.info</u>. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at <u>www.dekalblsbe.info</u>

ARTICLE III. STATEMENT OF WORK

The Contractor agrees to provide all _______ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXX for _______, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. <u>Accuracy of Work</u> The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. <u>Additional Work</u> The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. <u>Ownership of Documents</u> All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. <u>Right to Audit</u> The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all

financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. <u>Successors and Assigns</u> The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. <u>Reviews and Acceptance</u> Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and
all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. <u>Insurance</u> Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following: \$5,000,000 per occurrence

\$5,000,000 aggregate

- 2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
 - 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
 - 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **<u>issued</u>** to:

DeKalb County, Georgia Director of Purchasing & Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur, Georgia 30030

- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of

insurance in no way limits the liability of the Contractor.

- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. <u>Georgia Laws Govern</u> The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. <u>Venue</u> This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. <u>County Representative</u> The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work

of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. <u>Georgia Open Records Act</u> Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq*.

P. <u>First Source Jobs Ordinance and Preferred Employees</u> The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-71710r in person at 320 Church Street, Decatur, GA 30030.

Q. <u>Business License</u> Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. <u>Sole Agreement</u> This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. <u>Attachments and Appendices</u> This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Subsubcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture

Certificate.

T. <u>Severability</u> If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. <u>Notices</u> Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

	Chief Executive Officer 1300 Commerce Drive, 6 th Floor Decatur, GA 30030 and
	Executive Assistant 1300 Commerce Drive Decatur, Georgia 30030
With a copy to:	Acting Chief Procurement Officer 1300 Commerce Drive, 2 nd Floor Decatur, Georgia 30030
With a copy to:	Director of the Finance Department 1300 Commerce Drive Decatur, Georgia 30030

If to the Contractor:

V. <u>Counterparts</u> This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. <u>Controlling Provisions</u> The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the

Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMBLE COUNT CONTRACT

By:(SEAL) Signature Name (Typed or Printed)	by Dir. (SEAL) MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia
Title	Date
Federal Tax I.D. Number	
Date ATTEST:	ATTEST:
Signature	BARBARA H. SANDERS, CCC, CMC Clerk of the Chief Executive Officer and Board of Commissioners of
Name (Typed or Printed)	DeKalb County, Georgia
Title	
APPROVED AS TO SUBSTANCE:	APPROVED AS TO FORM:
Department Director	County Attorney Signature

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

County Attorney Name (Typed or Printed)

ATTACHMENT A

Contractor's Cost Proposal

SMARLE CUMA MARK

The County's Request for Proposals (RFP) No.XX-XXXXXX

"Excerpts from the Contractor's Response to the County's Request for Proposals (RFP) No. XX-XXXXX"

APPEN.

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project <u>DeKalb County Georgia Government</u> Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), ____(state).

By:_____ Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before m on this the _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires: ego,

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with subsubcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a subsubcontractor to the Contractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

<u>DeKalb County Georgia Government</u> Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By:______ Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires: Pro,

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or subsubcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subsubcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this (name of Subcontractor or sub-subcontractor with whom affidavit to such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Subsubcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project <u>DeKalb County Georgia Government</u> Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), ____(state).

By:_____ Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires:_____ Pyc,

ATTACHMENT E CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of ______ (hereinafter referred to as the "), an ______ organized and incorporated to do business under the laws of the State of

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly directed , in authorized and his official capacity as of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, wise change. IN WITNESS WHEREON, . This the _____ day of ______ (Secretary) or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

_;

(CORPORATE ____SEAL)

Contraction of the second seco

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name	Federal Work Authorization Enrollment Date
BY: Authorized Officer or Agent	
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	
Address (*do not include a post office box)	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	

Notary Public My Commission Expires:

_____ DAY OF _____, 20___



ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or I	Beneficiary	Name	(Signature)
-----------------	-------------	------	-------------

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

- 1. How many job openings do you anticipate filling related to this contract?
- 2. How many incumbents/existing employees will retain jobs due to this contract? DeKalb Residents: _____ Non-DeKalb Residents: _____
- 3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of			
Bidder	 	 	
Address	 	 	
E-Mail	 	 	
Phone			
Number	 	 	
Fax			
Number			

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one) If so, the approximate number of employees you anticipate hiring:

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

	XX 7	P	1 4 1 6	· · · · · · · · · · · · · · · · · · ·		have available.
Please note	We need	ONG TORM CO	mnieted tor	egen nacitiai	i that vou	nave avallanie
i icase nore.	W C HUUU	UNC IUI III CU	mpicicu iui	$\alpha \alpha \alpha \alpha \beta \alpha \beta \alpha \alpha \beta \alpha \beta \alpha \beta \alpha \beta \alpha \beta \alpha \beta$	i mai vou	

FEDERAL TAX ID:

COMPANY NAME:	WEBSITE:
ADDRESS:	
(WORKSITE ADDRESS IF DIFFERENT):	
CONTACT NAME:	
CONTACT PHONE:	CONTACT FAX:
CONTACT E-MAIL ADDRESS:	
Are you a private employment agency or staffin	ng agency? YES NO
JOB DESCRIPTION: (PLEASE INCLUDE A	COPY OF JOB DESCRIPTION)
POSITION TITLE:	
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours	30-40 hours Other
SPECIFIC WORK SCHEDULE:	
SALARY RATE (OR RANGE):	
PERM TEMP TEMP-TO-PE	RM SEASONAL
PUBLIC TRANSPORTATION ACCESSIBILI	TTY YES NO
IF SCREENINGS ARE REQUIRED, SELECT	
Please return form to: Business Solutions Unit	· · ·
774 Jordan Lane Bldg.	#4
Decatur, Ga. 30033	
Phone: (404) 687-3400	
FirstSourceJobs@dekalbco	UIIIV2a.20V

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

Contract Number Project Name:								
Project Name: Contractor:								
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

You are hereby authorized to perform the project the project scope of work services (attached as exhibit A) in accordance with the above referenced Contract executed _____

Payment will be in accordance with the above referenced Contract, as applicable.

Total Not to Exceed Cost -

Agreed as to scope of services, time, schedule, and cost, this _____day of 20_____

DEKALB COUNTY, GEORGIA

By:___

Chief Executive Officer

or Designee DeKalb County, Georgia

By:_____ Name (Typed or Printed)

DEKALB COUNTY, GEORGIA

TO: (Cons	ultant)	Work Authorization No.
		Submittal Date
		Date to Commence Services
		Date of Completion
SUBJECT:	Work Authorization for:	Project Name: <u>Engineering and</u> <u>Design Services for Public Works</u> <u>Transportation and Infrastructure Projects.</u>
		Project Number: Contract Number:

ATTACHMENT I (SAMPLE)

WORK AUTHORIZATION FORM

\$_____

(Consultant)

57

"Excerpts from the Contractor's Response to the County's Request for Proposals (RFP) No. 19-500535"

APPENDIX II

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal. Company Name Federal Tax ID# Arcadis U.S., Inc. 57-0373224 Complete Primary Address County City Zip Code 2839 Paces Ferry Road, Suite 900 Cobb 30339 Atlanta Mailing Address (if different) City State Zip Code GA 30339 N/A Atlanta Contact Person Name and Title Telephone Number (include area code) 770.384.6654 Matt McDow, PE, Vice President Email Address Fax Number (include area code) 770.435.2666 matt.mcdow@arcadis.com **Company Website Address** Type of Organization (check one) Corporation □ Joint Venture www.arcadis.com □Proprietorship □Government

Proposals for Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on **December 16, 2019** until <u>3:00 p.m.</u> (EST). Proposals shall be marked in accordance with the RFP, Section V.B.

CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)	Title(s)
Mon Il	Vice President
Type or Print Name(s) Matt McDow, PE	Date Dec 30, 2019
	Dec 30, 2019







RFP No. 19-500535

December 30, 2019

REQUEST FOR PROPOSALS

ENGINEERING AND DESIGN SERVICES FOR PUBLIC WORKS TRANSPORTATION AND INFRASTRUCTURE







Table of Contents

Letter	
Addendum 1 Acknowledgement	
A-Cost Proposal	(submitted in separated, sealed envelope)
TAB 1 – TECHNICAL PROPOSAL	
B.3 Technical Approach	
1. Transportation and Infrastructure Design	
2. Land Surveying	7
3. Traffic Engineering	7
4. Environmental and Geotechnical	
5. Bridge/Structural	
6. Land Acquisition Services	
7. Construction Management/Inspection Services	
B.4 Project Management	
Project Organization and Management	
Utilization of Subconsultants	
Resources Necessary to Deliver Contract	
Quality Control/Quality Assurance	15
Familiarity with Applicable Federal, State and Local Regulations	
Required Criteria, Standards and Procedures	
B.5 Experience of Consultants	
DeKalb County Project Experience	
Other Client On-Call Project Experience	
Extensive GDOT PDP Knowledge	21
Client Successful Compliance Statements and References	
Methods Successfully Utilized to Perform Work	
Equipment, Hardware, Software to Perform Work	
Specialized In-House Capabilities	
Ability to Absorb Anticipated Workload	
Familiarity with Federal, State and Local Regulations	
B.6 Qualification of Staff/Management	
Project Team Management	
Key Personnel Qualifications	
Workload Capacity/Commitments	
Project Team Organizational Chart	
B.7 Financial Statements	
B.8 References: Attachment C and D	
B.9 DeKalb County Firm	

TAB 2 – REQUIRED FORMS AND CERTIFICATIONS

Attachment E with Exhibits A and B (Letter of Intent) Attachment G Attachment H GDOT Notice of Consultant Professional Qualifications







DeKalb County Department of Purchasing and Contracting The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur, GA 30030

Subject:

Request for Proposals (RFP) No. 19-500535 for Engineering and Design Services for Public Works Transportation and Infrastructure

Dear Selection Committee:

Since 1998, we have worked with you providing transportation and infrastructure services. We are your full-service provider having successfully delivered projects under our current and previous on-call contracts.

We understand the variety of services you require and have a diverse team including DeKalb-LSBE/MSAs for the efficient delivery of these services. Our expertise allows us to properly scope and deliver projects-from small locally funded sidewalks, streetscapes, and trails to large federally funded roadways.

Our team is tailored to fit your needs and to deliver excellence.

FULL SERVICE ... in project solutions, engineering and management to develop and deliver optimum best value benefit — Z doing more with less

CONTINUITY ... in contract management, our team makeup and project experience — designed to continue the professional services you expect

RESPONSIVE ... in providing successful project delivery and high-quality deliverables in a timely manner

We share your vision and goals and have strong relationships with your staff. We focus on delivering excellence from day one of every assignment and understand it isn't just what we deliver — how we get there matters too. This is why we will continue to clearly define your expectations for every project and then work efficiently to exceed them. There is no better testament to our suitability for this contract than our proven track record on similar DeKalb County projects.

Sincerely,

Arcadis U.S., Inc.

Matt McDow, PE

Vice President and Project Manager

CONTINUITY	PROVEN TEAM TAILORED
FULL SERVICE RESPONSIVE	to fit Your Needs!

Arcadis U.S., Inc. 2839 Paces Ferry Road Suite 900 Atlanta Georgia 30339 Tel 770 431 8666 Fax 770 435 2666 www.arcadis.com

INFRASTRUCTURE

Date: December 30, 2019

Contact: Matt McDow, PE

Phone: 770.384.6654

Email: Matt.mcdow@arcadis.com



ADDENDUM NO. 1

Page 4 Addendum No. 1 RFP No. 19-500535

ACKNOWLEDGEMENT

The above Addendum No. 1 is hereby acknowledged:

Arcadis U.S., Inc.

Company Name

Signature & Title Matt McDow, PE, Vice President

DR:bhr



Technical Proposal



DeKalb County requires a full array of transportation technical services to implement various projects, such as intersection, signal, sidewalk and roadway improvements; streetscapes; localized drainage projects; bridge replacements and improvements; signal upgrades and other transportation-related projects. Arcadis has provided you with Engineering and Design Services for Public Works Transportation and Infrastructure Project since 1998. There is no better testament to our fitness and suitability to continue providing these on-call services than our proven track record on similar DeKalb County projects, such as:

- Briarlake at Briarcliff Right Turn Lane
- Panola Road Widening
- Memorial Drive Streetscape Improvements
- Lithonia Industrial Boulevard
- Linecrest Road New Alignment
- Bridge Rehabilitation and Load Rating

- Tucker Main Street Streetscape
- DeKalb Trails Phase I
- High Priority Interchange Landscaping
- Perimeter Center Streetscapes
- Perimeter Center Parkway Extension
- River Road Corridor Intersection Improvements

Arcadis has also provided DeKalb County on-call services through contracts for:

- Geographical Location/Inventory of Wastewater Collection System
- Construction Management Services for Department of Watershed Management
- Professional Engineering Services for Department of Watershed Management
- Professional Engineering and Design Services for Public Works
- Stormwater Structure Inventory and System Assessment

Our Team is Tailored to Fit Your Needs!

Arcadis' local Metro Atlanta office has delivered many infrastructure and transportation projects. We understand what it takes to plan, design, and deliver quality projects. Arcadis has the wide variety of services you require and, like you, are committed to delivering innovative, quality solutions to the community. Our expertise allows us to properly scope and deliver projects and bring our team who is currently serving you for the continued and efficient delivery of these services.



FULL SERVICE ... in project solutions, engineering and management to develop and deliver optimum best value benefit — doing more with less.

CONTINUITY ... in contract management, our team makeup and project experience — designed to continue the professional service you expect.

RESPONSIVE ... in providing successful project delivery and high-quality deliverables in a timely manner.







ARCADIS specializes in urban planning, transportation engineering, survey, construction administration, and environmental planning. Our extensive transportation project expertise includes streetscapes, roadways, multi-use trails, sidewalks, bike lanes, traffic operations and safety improvements. We offer a significant depth of resources and capabilities that cross many disciplines. We see projects from many angles and use this knowledge base to provide you with a broader perspective. These services include:

- Roadway Design
- Landscape Architecture
- Public Involvement/Engagement
- Traffic Engineering/Studies
- Roundabout Review/Design
- Hydraulic/Hydrological Studies
- Transportation Planning
- Land Surveying

- Streetscape/Multi-Use Trail/Pedestrian Design
- Construction Engineering/Observation
- Environmental Permitting/NEPA Document
- Storm Drainage Infrastructure Services •
- Structural/Bridge Design/Inspection

Utility Coordination

- Erosion/Sedimentation/Pollution Control • Design/Monitoring
- Railroad Coordination
- GIS Services
- Project Related Grant Services
- Value Engineering
- Geotechnical/Material Testing
- Soil Surveys
 - Program Management
 - Comprehensive Plan Services

Technical Approach

The following is our approach to the development of a typical project under this contract. This process can be scaled and tailored to fit the size and scope of a variety of transportation and infrastructure projects.

Transportation and Infrastructure Design 1.

Project Scoping: As your partner in implementing meaningful projects for the travelers in DeKalb County, our first and most important steps are to identify the need and purpose of the project and the appropriate solution. This is the essence of successful project scoping. Our experienced professionals will evaluate the project and determine what is needed to effectively implement it. We partner with you to accurately determine the scope of work and prepare, schedule, and budget to meet your needs. The scoping phase naturally leads to the beginning of concept development in which the initial "idea" developed is put on paper.

Concept Design Development: We develop conceptual designs meeting the need and purpose that optimize cost, while minimizing impacts to adjacent properties, the environment and utilities. Our concept development process, shown on the figure to the right, illustrates the competing project issues that must be addressed to begin a successful project. Arcadis practices sound value engineering principles during the concept development phase and is prepared to conduct a formal value engineering analysis, if required. Potential high-cost elements are scrutinized for more economical solutions that maintain the desired design features while reducing overall project cost.

We will identify where complete streets are applicable whether pedestrian, bike or transit and implement them into the concept report. Context sensitive solutions may also be identified during concept development and may drive the selection of the preferred alternative.









Engineering Design: Preliminary, Right-of-Way (ROW), Final Plans

Preliminary Plans Phase Scope: We are very familiar with the DeKalb County design process and GDOT's Plan Development Process (PDP). We understand the different scoping requirements between local and federally funded projects, and tailor our approach to fit the project. The roadway design is performed using InRoads software. The software produces horizontal/vertical alignments and 3D models. Drainage plan and profiles, ROW plans and easement calculations are also performed using the InRoads software package. WSPRO, HEC-2, StormCAD and HY-8 software packages are used to perform drainage calculations. We have also developed our own proprietary tools and processes to efficiently perform essential engineering calculations.

Task	Description
Alignment Geometry	The geometry established in the concept layout is placed on the survey database and fit according to the collected field data. The alignments are adjusted and mathematized in InRoads and checked for conformance with AASHTO geometric guidelines. Design exceptions are identified during this first step if any deviations from AASHTO would be needed to construct the project within the desired performance parameters.
Typical Sections	Typical sections are completed based on the approved concept plan. Along with the horizontal/vertical alignment, we submit typical sections early in preliminary design to validate the concept and ensure the pre- construction team agrees with the project layout. This provides the basis for the preliminary project corridor and footprint.
Construction Staging, Maintenance of Traffic, and Constructability Review	Maintenance of traffic and drainage are considered early in the design process to ensure the conceptual layout can be constructed under traffic and not create drainage issues for adjacent properties. It is important for most projects, especially in urban conditions, that they be built with as little impact to traffic as possible as off-site detours generally cannot be accommodated due to the limited capacity of adjacent streets and highways. Construction staging plans and cross sections are included with the preliminary design submittal for review and comment during preliminary field plan review. An initial constructability review will be held to check the design for maintenance of traffic and drainage feasibility.
Preliminary Bridge and Culvert Plans	Preliminary bridge and/or culvert plans are prepared based on mathematized horizontal/vertical roadway geometry, and preliminary roadway typical sections. Bridge width, span arrangement, type, and construction technique are established based on cost optimization, ROW impacts, and construction staging and maintenance of traffic feasibility. Alignments for bridges/culverts over water will be strongly dictated by floodplain hydraulics and environmental impacts, which are studied during the concept and early preliminary design phases. Preliminary bridge plans generally consist of a single plan and elevation sheet to be coordinated with the roadway plan and profile as well as the hydraulic study if applicable.
Hydraulics	We perform hydraulic studies for each stream impacted (if necessary), under Federal Emergency Management Agency (FEMA) requirements. Specifically, a no-rise certification is prepared for each stream crossing and other locations where fill is placed in floodplains. Hydraulics also play a significant role in culvert and bridge design. Our team of hydraulic engineers utilize HEC RAS, or lesser robust programs like HY-8 and CulvertMaster, to optimize conveyance openings, which may reduce construction costs.
Cross Sections	Cross sections are developed following concurrence on the concept layout, alignment geometry, and typical sections. The cross sections are generated using InRoads design software, resulting in a 3D corridor model and footprint. Construction limits and roadside ditch lines are generated from the model and will dictate the preliminary ROW and easement areas needed. Pavement cross-slopes and gutter line profiles are also checked for accuracy during cross section development. Driveway profiles are also developed as a coordinated effort with the cross sections to confirm proper tie-in and positive drainage.
Intersection Sight Distance Study	Intersection sight distance (ISD) is checked following completion of cross sections to verify ISD meets AASHTO requirements.
Drainage Design and MS4	Upon finalizing the cross sections, our drainage engineers will begin to layout the surface drainage system and cross-drains. Preliminary drainage design includes development of drainage area maps, hydrological/ hydraulic calculations, inlet and piping network layout, and pipe profiles. Stormwater management and MS4 is considered when developing the drainage layout as it will dictate where the concentrated runoff will be discharged. Initial MS4 BMP footprints, where feasible, will be delineated on the preliminary roadway plans. Pre-and post-construction hydrology is considered as part of MS4 to ensure off-site flooding and erosion is not caused by the project as well as to ensure the water quality treatment threshold is met.







Task	Description
Stream and Wetland Impact Study	Once the project footprint and cross-drain layouts are established, our ecology specialists evaluate potential stream and wetland impacts. The specialist determines the appropriate US Army Corps of Engineers (USACE) permit to be acquired based on the extent of the proposed impact. The specialist will determine the level of mitigation required by the USACE permit. A Preconstruction Notice (PCN) will typically be filed following preliminary plans review to ensure the project footprint will not change.
Utility Coordination	Coordination letters are sent to all known utility companies within the area to identify facilities that may be affected by the project. This process begins after the corridor is developed and the drainage systems are designed to ensure that all potential utility impacts are visible. Preliminary plans with this information are sent to utility companies to identify impacted facilities that may require adjustment or relocation. Plans showing utilities to be relocated by others is incorporated into the plan set.
Preliminary ROW Estimate	Preliminary ROW and easement lines are drawn on the roadway plans based on the project's footprint determined from the roadway corridor model for the purpose of preliminary determination of the needed ROW and easement take. These initial layouts can be helpful in estimating ROW costs early in the project and can aid in determining if changes to the design are needed to avoid or mitigate impacts to adjacent parcels to optimize costs.
Signing and Marking Plans	Signing and marking plans are prepared in accordance with the concept layout. The lane configurations, tapers, and intersection striping are coordinated with the roadway and signal (if applicable) design to ensure AASHTO, GDOT and MUTCD guidelines are met. Signing is designed in the preliminary phase and is designed in accordance with MUTCD guidelines.
Traffic Signal Plans	Traffic signal design would be required for intersection improvements where a new signal is warranted or when an existing signal needs modification due to changes to the intersection geometry or lane configuration. Signal modification may also be required for changes to transportation modes such as pedestrian access or bike lane additions. For new signals, our traffic engineers would perform traffic engineering studies and warrant analysis to determine the appropriate intersection control and phasing. Traffic signal plans are developed for both proposed signal and modified signals and would be submitted to GDOT for approval and permit.
Geotechnical Investigations	Preliminary subsurface investigations, to be provided by our geotechnical subconsultant, would include soil surveys and existing pavement evaluations where applicable. Soil surveys are typically needed when a project is on new location or a has a significant widening component. Existing pavement evaluations are generally needed when a project requires a large resurfacing area.
Pavement Design	Pavement designs are typically scoped for major projects where there is a large traffic volume with a high percentage of trucks. The pavement design requires input from the soil survey and existing pavement evaluation to determine the type and thickness of the proposed pavement sections. The typical sections and cross sections are adjusted based on the recommended pavement buildup from the pavement design calculations.
Retaining Walls	Retaining wall locations are identified where needed typically where ROW is limited, or environmental impacts are to be avoided. The locations for each wall are identified on the plans and envelopes (profiles) are prepared. GDOT standard gravity or parapet walls would be used if possible.
Erosion and Sedimentation Control Plans	Erosion control plans are started during the preliminary design phase and developed over the course of the design. Preliminary design typically involves the perimeter BMPs such as silt fences, filter dams, temporary stream relocations and sediment ponds if warranted.
Landscape and Lighting Design	Landscape and lighting design begin during preliminary design. Planting plans, in coordination with the roadway design, are developed with the viability of plant material selection with specific site conditions being assessed. Initial photometric layouts for lighting standards are performed during preliminary design to coordinate with the roadway and drainage layout and to identify any conflicts with existing utilities.
Construction Cost Estimate and Summary of Quantities	Preliminary construction cost estimates are developed using the quantities estimated during design multiplied by current GDOT unit costs. An estimate of earthwork by construction stage is also calculated during the preliminary design phase. The quantities estimated for the cost estimate will be included in the plan set in the Summary of Quantities.







Task	Description
Quality Control (QC)	Arcadis implements its quality assurance (QA) system to thoroughly review deliverables in the preliminary design package before submittal. The package is checked, comments are addressed, and then backchecked before internal authorization is made to submit.
Preliminary Plan Submittals, Reviews and Other Meetings	A preliminary design package is submitted upon completion of the preliminary design phase and would include plans, any applicable reports and correspondence with regulatory agencies, cost estimate with earthwork calculations, and any special provisions if needed. Following DeKalb County's review of the package, Arcadis would work with the project manager to schedule a preliminary field plan review (PFPR) with key staff attending. Comments from this review are incorporated into the plans. Preparation and attendance of other interim reviews and meetings would be provided upon request.

ROW Plans Phase Scope: ROW plans begin after preliminary plan acceptance and authorization from DeKalb County. The preliminary layout is adjusted as needed to address the preliminary plans comments. Additional scrutiny of the layout is made during the ROW plan development process, with consideration made regarding locations of privately-owned improvements such as structures, driveways, signs, and fences, construction limits, and utilities and drainage.

Task	Description
Supplemental Field Surveys	Supplemental field surveys are performed (if needed) to ensure plans reflect the current topography and features.
ROW Plans	Final ROW plans are prepared according to standard GDOT criteria and format.
ROW Plans Submittal & Review	ROW plans are submitted for review and approval. Comments are addressed and incorporated into the final ROW plans.
ROW Staking	After final ROW plan review comments are received and incorporated into the plans, required ROW and easements are staked in the field for verification.
Updated ROW Plans	Approved ROW plans and current construction plans are updated as directed by DeKalb County throughout the ROW negotiation and acquisition process. ARCADIS may prepare other ROW-related items needed during ROW acquisition, such as individual plat and legal description.

Final Design Construction Plans: Final design begins the "final stretch" in the plan development process. This is when we refine our design to make the conceptual vision a reality through a constructible and practical set of plans and specifications. During final plan development, PFPR comments are addressed, ROW Plans are approved including plan revisions requested during negotiations, environmental commitments are satisfied, and utility relocations are coordinated.

Task	Description
Geotechnical Investigations	Bridge Foundation Investigations (BFI) and Wall Foundation Investigations (WFI) would be scoped for final design when bridges or walls are proposed. Boring locations are typically at bridge support foundations and wall footings. This work, including on-site drilling and off-site laboratory testing, would be entirely performed by our geotechnical subconsultant. Both the field and laboratory testing as well as the recommendations arising from the investigations would be coordinated DeKalb County. The data is used to design the bridge and wall foundations.
Bridge, Culvert, and Wall Plans	Structural design of bridges and, if special design, culverts and walls will be required and are contingent on completion of the foundation investigation. Structural design will be in accordance with AASHTO LRFD or ASD depending on the application. The final plans are developed complete with all details and quantities needed for construction. Alternate designs can be prepared in instances where economy is desired.
Final Roadway Plans	The preliminary plans are revised based on the comments received during PFPR.
Erosion and Sedimentation Control Plans	Interior erosion and sedimentation controls are developed in multiple stages that coincide with the construction staging plans. The interior BMP design plans are typically developed during final design. Arcadis will apply for and obtain the appropriate NPDES permit from the Georgia EPD.







Task	Description
Utility Design	Arcadis will design public utility (water and sewer) relocations as needed if they require incorporation into the project's construction contract. These plans are typically standalone from the other utility relocation plans as they are specifically identified as items to be included in the contract.
MS4	Arcadis will prepare the final MS4 report and obtain approval from GDOT as required.
Construction Details and Specifications	Appropriate GDOT and DeKalb County construction standards and details can be included in the plan set or listed in the index for reference as requested. All standards and details will be checked to be sure they are used appropriately on the project. Arcadis can draft any special provisions or incorporate any supplemental project-specific or DeKalb County Specifications if requested to be included in the submittal package.
Construction Cost Estimate and Summary of Quantities	Final construction cost estimates are developed using the quantities estimated and confirmed during final design multiplied by current GDOT unit costs. The quantities estimated will be included in the plan set in the Summary of Quantities. An estimate of earthwork by construction stage is also calculated and provided as part of the final design package.
Final Landscape and Lighting Design	Planting plans and specifications and irrigation system design will be completed during final design. Final lighting plans will also be developed and include all light and electrical design plans and specifications. Landscape and lighting plans are incorporated into the final plan set.
Constructability Review	 Arcadis construction specialists perform a final review of the design. The constructability review focuses on: Constructability: Do plans contain enough detail to bid and construct the project? Contract Interpretation: Are there areas where plans and specifications might be interpreted differently? Maintenance of Traffic and Drainage: Do contract documents contain adequate provisions to maintain operation of the road during construction with minimum interference? Schedule Requirements: Do contract documents provide adequate time to complete the work with enough coordination with other contracts? Quality Control: Are there adequate contract provisions for quality construction? Connecting Work: Have contract provisions been included to provide necessary interface control between interconnecting or adjacent contracts and/or construction phases? Materials: Will the specified construction materials provide quality and cost-effective construction?
Quality Control	Arcadis will again review the deliverables in the final design package before FFPR and final submittal. The packages are checked, comments are addressed, and then backchecked before internal authorization is made to submit.
Construction Plan Submittals and Reviews	A Final Field Plan Review (FFPR) design package is submitted upon completion of the final design phase and would include plans, cost estimate with earthwork calculations, and any special provisions if needed. Following DeKalb County's review of the package, Arcadis would work with the project manager to schedule a FFPR. Comments from this review are incorporated into the plans. The final plans package would be resubmitted following completion of the comments from FFPR.
Project Deliverables	All designs, plans, calculations, special provisions and other project documents are prepared in conformance with applicable DeKalb County and GDOT criteria, standards, format and procedures.
Data File Deliverables	All computer files are available in InRoads and MicroStation design files.

Value Engineering: Our certified value specialists have conducted value engineering (VE) studies on 4,000+ projects worldwide and trained 2,000+ architects, engineers and technical experts in the VE methodology. These services cover a broad spectrum of construction projects, including highways; mass transit; water and wastewater; and recreational facilities for city, county, state and federal agencies.

A VE study combines technical capability with the systematic approach of the VE job plan. It is an in-depth cost study to achieve your required functions at the lowest life cycle cost

(LCC). VE focuses attention on the total job life, accounting for future impacts of the cost of money and the escalating cost of labor, materials, fuels, power, etc.

Our approach includes capital cost, energy and LCC modeling (as appropriate), and Function Analysis Systems Technique diagramming. Risk analysis is routinely performed to augment the function analysis in a VE effort. The study organization is based on three specific efforts: preparation, workshop, and postworkshop. The organized approach allows us to maintain a quick turnaround for the project study and submittal of a VE





report. The approach also allows for owner, user, designer and program manager participation during the study. Our VE approach takes advantage of past experiences and urges stakeholders' full involvement in the project analysis.

Public Involvement: We

have extensive experience in all types of public involvement processes. We develop and conduct public involvement programs as necessary. Different projects necessitate a



variety of formats for public involvement, some of which are required by federal rules. Our approach to public involvement is tailored to address the specific project needs.

The following is a list of potential public involvement formats that may be implemented for a project:

- · Public information meetings to provide project information
- Public input meetings to receive comments regarding problems, alternate solutions, and recommended plans
- Public hearings to present plans and receive/document input
- Meetings with citizen groups and business interests to discuss specific problems and potential solutions
- Meetings and presentations to elected officials about proposed plans
- Focus group or stakeholder meetings at which we facilitate project discussions

Public involvement plans are reviewed by you and our key staff is present at all public meetings.

Transportation Planning: Our approach to planning projects recognizes the importance of involving citizens, civic groups, and business interests in the planning process. All planning projects have both public policy and technical elements. Our inhouse planning staff is very familiar with state and federal requirements regarding metropolitan transportation planning, multimodal planning, and public involvement.

2. Land Surveying

Database Preparation/ Land Survey: Our crews perform supplemental ground surveys to locate topographic features that cannot be obtained through aerial photography, including drainage systems and visible utilities.



Enhancements and additional information can be integrated easily into the database because the photographic ground control points are set by our survey crews. DeKalb County and GDOT control points are located and used where possible. All digital data we provide is tied to the state coordinate system. As part of the database preparation process, other surveyrelated services include staking the preliminary base line and resolving property and ROW lines.

GIS Mapping: Our 10-person GIS staff routinely performs GIS mapping, database development, and management services for numerous county and municipal clients.

As-Built Surveys: We perform as-built surveys of constructed projects and prepare as-built plans for delivery to you if required.

3. Traffic Engineering

Our approach to typical traffic engineering projects is described as follows:

 We use traffic engineering software such as TRAF-NETSIM (CORSIM), TRAFFIC SYNCHRO, VISSIM and HCS to analyze traffic flow and develop signal timing plans



 We properly and adequately fine-tune implemented traffic

signal timing plans. We believe that timing adjustments based on field observations are the most critical part of signal timing

- We are directly involved in programming traffic signal controllers and have significant expertise
- Proven signal control methods are emphasized, such as proper timing, good vehicle detection and adequate traffic data in developing recommendations and plans
- Key staff experienced in the public sector effectively addresses traffic engineering issues. Jody Peace has spent years in the public sector as a local traffic engineer and dealt with a multitude of traffic-related issues
- Consideration of the needs of bicyclists and pedestrians is included in our traffic analyses

Our traffic engineering expertise is diverse and includes recent experience with intelligent transportation system (ITS) technologies, traffic-calming measures, and traffic control systems. We effectively analyze complex traffic flow conditions in a grid network. A combination of traffic simulation, signal phasing, and timing strategies are used to develop and implement solutions to traffic flow problems.

4. Environmental and Geotechnical

Environmental Documentation/Permitting: Environmental documents are prepared in accordance with applicable laws and regulations included in the figure on the next page.

We work closely with you and GDOT to determine the appropriate environmental document for each situation. This determination is based on the proposed project type and the likelihood for potential significance of environmental impacts.

CEQ regulations established three environmental documentation levels: environmental impact statements







(EISs), environmental assessments (EAs), and categorical exclusions (CEs).

EISs are very intensive studies conducted when significant environmental impacts will result from implementation of a proposed project. We do not anticipate a need for this level of environmental documentation for projects under this contract. However, we have extensive experience in complex EIS document preparation and approval if these services are required. EAs and CEs are the most common environmental documents prepared for roadway projects for which few or no environmental impacts are expected.

If a project requires an evaluation of multiple alternatives, we conduct a land suitability analysis to identify all known environmentally sensitive sites within the project area. In this way, we can develop alternatives for further study that avoid important natural or cultural resources in the area.

Studies conducted during preparation of environmental documents include wetland determinations, surveys for federally protected species, archaeological investigations, survey for historic resources, air quality assessments and analyses of noise impacts.

Technical reports detail investigation findings and are summarized in the environmental document in accordance with applicable state and federal guidelines.

Other issues to be addressed in all environmental documents include impacts to neighborhoods and communities, economic impacts, environmental justice, farmland impacts and consistency with local land use planning activities.

Some projects may require permits from USACE or the U.S. Coast Guard for impacts to wetlands or navigable waters. We prepare all necessary permit applications, represent you in any review meetings with the permitting agencies, and prepare any wetland mitigation plans required as a condition to the permits.

Geotechnical: Geotechnical services will be provided by our subconsultants Corporate Environmental Risk Management, LLC (CERM) and ACCURA Engineering & Consulting Services (ACCURA).

Fieldwork: Our geotechnical subs review available documents to determine the best locations for borings to maximize subsurface data for design improvement components. Typically, borings are drilled at 500-foot intervals along proposed roadway and sewer alignments. Additional borings will likely be needed in areas where rock is encountered to better estimate the quantity of rock. Along the retaining wall and/or other earth-retaining structures (slopes, potential cut areas, etc.), closer-spaced borings are needed.



Typically, a minimum of two borings for every 200 linear feet of retaining wall for each retaining wall seems reasonable

depending on the wall height. For the concept phase, limited borings in conjunction with research on available data from published geologic sources are performed. Boring locations and boring depths for structures are



determined on a project-specific basis.

If rock is encountered prior to the planned boring termination depth, it may be necessary to core the rock. This information can be useful in shallow and deep foundation type selection, as well as shoring and excavation bracing design. Also, in accordance with GDOT specifications, additional borings at a 50-foot spacing would be required if rock is encountered. The existing pavement may require replacement and/or use of overlay at a few sections on some projects. It would be prudent to include coring in a few areas of the existing asphalt. This helps the designer determine the thickness of the overlay based on the structural number required for pavement design.

We have also assumed appropriate permission will be obtained from all property owners involved prior to commencement of the geotechnical fieldwork. It is necessary to use flagmen to control traffic during our fieldwork in selected sections of the roadway.

The borings are located using global positioning systems (GPS), and GPS coordinates are provided to the project team. This allows accurate boring locations and elevations, thus helping to minimize assumptions in the design. A log of each boring is prepared showing visual soil classifications, N values, depth to groundwater (if encountered), and depth to rock (if encountered). The split-spoon soil samples obtained using the Standard Penetration Test is returned to the laboratory for detailed classification.

Laboratory Work: Based on field data, laboratory testing is assigned. This likely consists of soil corrosivity series consisting of pH, sulfates, chlorides and soil resistivity. It may also consist of soil classification tests such as grain size, hydrometer, atterberg limits and moisture content, as well as design tests such as unconfined strength, consolidation, California Bearing Ratio and tri-axial shear.

Report: Our geotechnical subs issue a geotechnical report for individual projects. We can also review the 100% drawings and specifications as it relates to our work.

Our Geotechnical partners provide on-site field supervision to help ensure quality data collection, so necessary scope changes can be made in the field, thereby saving mobilization costs.







Proposal for RFP No. 19-500535 Engineering and Design Services for Public Works Transportation and Infrastructure Projects

5. Bridge/Structural

We provide solutions for transportation structures that are creative, practical, and cost-effective. GDOT inspection reports are reviewed for County bridges and we work with you to address deficiencies. Many projects may require only remedial work to guardrails or piling to address the problem areas.



We have designed new bridges and widened existing bridges for numerous counties and GDOT. Our bridge design group prepares plans for any type of bridge over roads, railroads, pedestrian, and across rivers and streams. We also have capabilities in other structural engineering areas, including retaining walls, roadway appurtenance and pipeline structures, bridge rating, bridge inspection, construction services, permitting, structural and stability analyses, scour analyses, dams, tunnels, buildings, sign structures, stormwater and sewer structures, and heavy industrial structures.

We recently performed similar services for DeKalb County on several structures, including final design of Linecrest Road, Perimeter Center Parkway Bridge over I-285, Rockbridge Road Bridge over Snapfinger Creek and Briarwood Road Bridge over North Fork Creek. The work consisted of inspections, evaluations and repair plans, as well as construction observation.

6. Land Acquisition Services

Land acquisition services will be provided by subconsultants Smith Real Estate (SRES) and Terrell, Hundley and Carroll (THC). It is legally mandatory that the acquisition process for projects utilizing Federal or State funds in whole or in part be performed in full compliance with Title 49 Code of Federal Regulations, Part 24, Title 23 Code of Federal Regulations, Part 710, the Federal Uniform Act, all State Laws addressed in Georgia Code 22 and 32. Our land acquisition subs have significant experience with these pertinent Federal and State Laws and Regulations.

Standard Acquisition: The

Standard Acquisition Method is broken into two phases: Preacquisition and Acquisition. The diagram on the right shows project activities of the standard acquisition.

Pre-Acquisition Phase: This phase consists of public involvement, field assessments, obtaining the Phase 1 environmental report, planning, identification and valuation. It is necessary to identify and assess



potential acquisition issues and resolve them proactively. Mandated procedures, such as the Phase 1 Environmental Report, Title Reports, Relocation Studies, Appraisal Reports and Appraisal Reviews are also performed. Key areas critical in the process include:

- Public information process and answering their concerns regarding ROW issues
- Identification of structures with the ROW and potential relocation needs
- Managing of environmental risks associated with the acquisition of property
- Review of title reports/title certifications of designated properties and potential issues that may arise due to liens or encumbrances affecting the quality of title
- Meetings with appraisers, specialty contractors and the review appraiser to discuss project assignments
- Meeting Federal guidelines for proper appraisal practices

Cost Estimates: Cost estimates are restricted valuations based on comparable sales, property identification and survey information. Cost estimates can only be used under certain circumstances. For valuations estimated at \$10,000 or less appraisals are deemed unnecessary. This estimation is performed as part of the project cost estimate which is prepared by the appraiser at a significantly lower cost than several individual full appraisals. Furthermore, an agency can exceed the \$10,000 threshold if the agency gives the property owner the option of having the property appraised. Cost estimates cannot be used for condemnation proceedings, and if negotiations fail, a full appraisal must be ordered and

Our Land Acquisition partners have saved clients thousands of project dollars implementing cost estimates which can be used as an alternative to full appraisals.

reviewed before condemnation proceedings can begin.

Acquisition Phase: This phase consists of acquisition, relocation, closing, condemnation and final field plan review. The Acquisition Phase offers the most flexibility in adjusting cost and project schedules to suit your needs. Our ROW subs are knowledgeable about making these adjustments while adhering to the necessary regulations and providing you with tailored services. Key areas in this phase of a typical fast-track standard acquisition project include:

- Make effort to negotiate the improved parcels first.
- Contact owners in person, if possible, at a time a place convenient to the owner.
- Provide and explain to owner's appropriate plats or ROW plan sheets, cross sections, profiles and any other construction information as requested by the owners.
- Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.

Upon receipt of approved and reviewed appraisals, our ROW subs prepare negotiation packages which include brochure, receipt for brochure, offer letter, purchase agreement and plats, and statement of estimated values. Once negotiation packages are prepared, our ROW subs make all offers to







purchase, and if applicable, all offers for relocation benefits along with any other payment required to owners, tenants or other parties having an approved tabulated monetary interest. All offers and relocation benefits are explained in detail, and negotiation and relocation activities are conducted in accordance with federal guidelines.

Record Keeping: Parcel files are prepared and maintained, including appraisal reports and copies of all negotiation and relocation documents, all related correspondence and reports in connection with and incidental to the parcel. Files are available at any time for inspection by the County. Negotiation and relocation documentation are maintained in separate file folders. All such information is the property of the County and immediately delivered to you upon request. Any information and relocation on this project are kept confidential and not publicly disclosed without prior written authorization by the end client.

Counter Offers: Written justification is provided for all approved settlements to the designated County official. If a settlement is reached at the offer amount, a Purchase Agreement/Option is submitted to the County for approval. A written Settlement Recommendation is provided if requested and includes project details, valuation process, extent of negotiations and a recommendation for the terms of purchase. Once an approved Purchase Agreement is obtained, a check request submitted, with approved Purchase Agreement attached. All checks for closing are made payable to the attorney's escrow account.

Relocation: If displacements are caused as a result of an acquisition, assistance is provided to displacees in matters involving relocation. If a displace selects a replacement dwelling, our ROW subs inspect the replacement housing to assure decent, safe and sanitary compliance. Once the acquired property is vacated, a sketch of the replacement house is submitted showing dimensions, photographs of all structures, copies of sales contracts (or leases), and good faith estimates. Proper documentation is important for correct implementation of procedures. To verify replacement housing is acquired properly, our ROW subs attend closings of replacement housing and furnish the relocation check to the closing attorney as necessary. To meet Federal notification requirements, all required Notices to Vacate are mailed to displacees once title has been acquired.

Demolition and Removal of Acquired Improvements: The site is inspected for compliance of contract by the specialty contractor. If compliance is met, an Improvement Clearance Report is prepared and submitted for bond reimbursement. If compliance is not met, the County is immediately notified of said non-compliance.

Condemnation: To correctly acquire property through condemnation, our ROW subs confirm with the Engineer that ROW plan sheets are the most recent plans, inclusive of all changes and/or revisions, and those areas of acquisition are consistent with areas stated on the review Appraiser's report.

Final Field Plan Review: To assure all required ROW is acquired, a confirmation is performed after acquisition is completed. Our ROW subs attend the Final Field Plan Review to discuss the status of ROW acquisition and delivery. Any pending ROW revisions still required from design are identified.

7. Construction Management/Inspection Services

Transforming a project from plans and specifications into an effective, workable facility involves considerable planning, coordination and attention to detail. We offer comprehensive construction phase services for client, contractor and engineering activities, and provide on-site construction monitoring services. Our construction services begin with the bidding process and continue until completion forms are prepared and record drawings are



submitted. Led by a knowledgeable group of in-house and onsite professionals, we have built a reputation for thoroughness and completeness from start to finish.

At the construction site, our construction managers track costs by carefully measuring, calculating and recording quantities for payment. This accounting process provides information on payments for materials and equipment that is useful to the client and the contractor. Disruptions and inconveniences to others at the job site, no matter how routine, are handled in a professional manner and coordinated for client approval.

We believe integrity and knowledge on the job site build the foundation for quality work. Our experienced staff of construction professionals has assisted hundreds of clients in building infrastructure and facilities that conform to the design and meet budgetary requirements and construction goals. We have earned the trust of our clients by serving as stewards of their investments in capital projects. When we work for you, we understand we have an obligation to see that taxpayers' dollars are spent effectively to create value and to produce measurable results. We appreciate the trust and responsibility given to us by our clients.

Our construction services include:

- Construction staking by experienced surveying crews
- · Bid review and award recommendations
- · Review of shop drawings for equipment and materials
- On-site services to monitor compliance with plans and specifications
- Photographs and daily reports of work in progress.
- Detailed schedule review of work in progress
- Documentation of materials installed for pay estimates.
- Monitoring of quality control testing
- Review and approval of change orders, issuance of field memos and work change directives
- Timely review and processing of pay estimates
- Construction Engineering Inspection (CEI)
- Preparation of record drawings and punch lists






Project Management



Project Organization and Management

Arcadis has delivered projects on more than 20 on-call contracts over the last 5 years and understands each project has its own unique challenges. Our team brings a depth of managerial ability, technical proficiency and production capacity to meet any challenges or schedule requirements you may have under this contract.

Our team was created to effectively deliver DeKalb County's unique range of projects, by focusing on:

- Leveraging 100+ Professionals
- Innovation and Technology
- Ownership of Scope, Schedule and Budget
- Collaborative Partnering with DeKalb County
- Well-Defined Mentor/Protégé Program

Project Management Structure: Arcadis offers a project management structure based on the project's requirement for skills and depth of resources. Project Manager Matt McDow, PE will be your primary point of contact and will direct all work performed under the contract.

To support Matt in managing overall delivery, we organized our team with senior staff managing specific disciplines and projects provided under the contract including:

- Transportation and Infrastructure Design
- Land Surveying
- Traffic Engineering Design
- Environmental Studies
- Geotechnical
- Structural Design Elements
- Land Acquisition Services
- Construction Management/Inspection Services

Ty Denning, PE Mike Peppers, PLS Jody Peace, PE Bonnie Bynum, CPM Zack Handac, PE Kristen Kasmire, PE Dwonna Smith Mario Lataso







Discipline leads are supported by a group of technical managers and teams of project planners and engineers. This depth of resources allows us to effectively assign work and ensure availability of qualified staff. All of these professionals have worked on numerous DeKalb County projects and are familiar with GDOT; and federal, state and local transportation policies, procedures and guidelines.

Utilization of Subconsultants

We have a long and successful working history with the partners selected to serve as part of our team. We take pride in the cohesive relationships we develop and maintain with our subs by adhering to strict protocols, so every project team member has a clear understanding of what is expected. Our team is supplemented with the sub resources providing services in the areas of cultural and natural resources, geotechnical investigations, transportation consulting, bridge inspection, survey, right-of-way (ROW) acquisition, and construction management inspection services.

Subconsultant Management Plan: All projects are managed by Arcadis senior professionals who are responsible for all deliverables, schedules, and quality objectives. Our project management approach reflects the project's requirements for prompt, quality services. Our plan focuses on utilizing the best team members to execute specific tasks and includes:

- · Assign work to team members based on capability and availability
- · Oversight of project scope, schedule, and budget
- · Internal team kickoff meetings with each sub before work begins and regular status meetings and calls
- Independently reviewing subconsultant deliverables for quality
- · Monitor DBE participation and mentoring opportunities

Local Small Business Enterprise (LSBE) Participation: We feel strongly about our active involvement in the DeKalb County LSBE program. We are consistent sponsors and participant in the DeKalb Small Business Development Conference. This conference is an excellent opportunity for us to establish relationships with local small businesses. Many of these relationships have further developed into the LSBE teaming partners (Accura, CERM, Edwards-Pitman, Pont Engineering, and Smith Real Estate Services) who are included on our team.

We have worked with all these LSBE firms for years and know them to be exceptionally qualified to deliver their specialty services. We have an excellent working relationship with them, see them as an extension of our staff, and are committed to providing mentoring and support needed to guarantee their success. We have a plan that exceeds LSBE goals. This structure allows us to both provide our LSBE partners with small stand-alone projects they complete under our review, as well as assisting us with larger, more complex scopes of work. We included all the required LSBE forms and as we have done in the past, commit to providing timely and accurate reporting of our LSBE utilization on the required monthly report.

Arcadis Mentor-Protégé Execution Plan: Arcadis has an active Mentor-Protégé Plan on several contracts and plans to implement a similar plan on this contract. These plans were developed in partnership with our subconsultant partners to align with our subconsultant's growth aspirations. For instance, Arcadis has teamed 10 under-utilized and/or DBE firms for mentoring our partners to help grow the resource pool in NEPA, Cultural Resources, Air, Noise and Ecology. Arcadis has partnered with Edwards-Pitman to identify mentor-protégé subconsultant opportunities. Keys to our successful execution include:

- · Embed team members from under-utilized firms with Arcadis and major teaming partners allowing learning in a team setting
- Use a buddy system pair the right mentor with the right protégé
- · Use performance metrics and quarterly reporting formats to ensure learning goals and objectives are being met
- · Coach our mentor/protégé staff on the importance of quality, and monitoring project budget and schedule for delivery
- Facilitate one-on-one and group training for further advancement to close the knowledge gap and allowing firms to get prequalified in new environmental categories

Subconsultant Team Partners: The following lists our partnerships, services they provide, and their project roles.

Accura Engineering and Consulting Services, Inc. (Accura) headquartered in DeKalb County, is a privately owned and certified as a DeKalb County Local Small Business Enterprise. Accura has developed a reputation as a quality driven company and is known throughout the Atlanta area with more than 80% of their projects performed for governmental entities. They are familiar with supporting city, county, state and federal operations on high-profile projects. Accura's knowledge of the working environment stems from their combined experience of performing these services and working directly with these types of projects in DeKalb County. As a DeKalb County contractor, they are familiar with supporting DeKalb County on small and large projects. Currently, Accura is performing work as a prime contractor for DeKalb County under their Surveying and Easement Mapping contract. Previously, Accura held a contract of Geotechnical Engineering and Testing Services for soils and materials. Over the years, Accura has provided professional services for a wide range of projects and clients, including the City of Atlanta, Atlanta BeltLine, Inc., Clayton County, Gwinnett County, GDOT and numerous other local and federal government entities. Established and incorporated in 2003, their services include







C·E·R·M







surveying services, subsurface utility engineering (SUE), geotechnical engineering, and construction engineering & inspection (CEI).

Corporate Environmental Risk Management, LLC (CERM) is a is a full-service civil engineering, environmental services, and program management firm that has been providing superior, client-centered solutions for nearly 25 years. CERM is headquartered in DeKalb County and has regional offices in Alabama and Florida to meet the needs of its public and private clients throughout the southeast. With more than 100 dedicated technical service and project management professionals, the nationally awarded DeKalb Local Small Business Enterprise and GDOT certified Disadvantaged Business Enterprise serves the transportation, water, energy, federal, and facilities markets. CERM has proven experience in providing our municipal clients with superior service through an interdisciplinary approach. The firm possesses the cross-disciplinary knowledge in roadway design, land surveying, environmental and geotechnical engineering, and construction engineering inspection (CEI).

Edwards-Pitman Environmental, Inc. (EPEI) is an industry-leading consulting firm dedicated to providing environmental and engineering support services for transportation projects. Incorporated in 1994, EPEI is a GDOT certified Woman-Owned, Disadvantaged, Small Business Enterprise, as well as with numerous other municipal, county and state governments. EPEI environmental services include all types of National Environmental Policy Act (NEPA) documents, ecological and protected species surveys, Section 404 wetland permitting and mitigation planning, and Section 106 historic preservation and archaeological documentation. EPEI offer experienced, well-trained, professional staff capable of producing exceptional environmental surveys and reports in a timely, cost-efficient manner. EPEI staff is sized and experienced to manage multiple projects concurrently without any compromise in quality. EPEI is headquartered in Atlanta, Georgia, with offices in Tallahassee, Florida; Duluth, Georgia; and Columbia, South Carolina.

Pont Engineering, Inc. (Pont) is a certified Disadvantaged Business Enterprise and Local Small Business Enterprise company established in 2010 and provides design, engineering and management services specializing in bridge design, inspection and repair. Pont's engineers include certified bridge inspectors and professional engineers with experience in multiple design codes.

Smith Real Estate Services (SRES) founded in 1984 in the state of Georgia, is a leading real estate technical services firm focused on providing superior ROW acquisition and project management services for real estate projects throughout the Southeast. SRES is a 100% Female-Owned firm and is certified by the Georgia Minority Supplier Development Council (GMSDC) as a Minority Business Enterprise. SRES provides a broad spectrum of right-of-way acquisition services for infrastructure programs for projects involving roads, bridges, sewer lines, transit lines, trails and greenways, utility transmission lines as well as plant and airport expansions. SRES has expertise in the acquisition of simple uncomplicated strip takes to more complicated full and partial takes impacting commercial and residential properties and involving relocations. Over the past 35 years, the firm has acquired thousands of real estate interests on behalf of its extensive list of public and private clients around the country. SRES has a track record of successfully executing real property acquisition programs for utilities, highways, airports, and other public works and capital improvement infrastructure programs. SRES has successfully completed numerous right-of-way projects ranging from strip take easement acquisitions for utility projects to complex partial takes for major infrastructure programs. Core competencies include public information and outreach, ROW cost estimation, title research and analysis, negotiations, appraisal services, ROW project management, condemnation coordination, closing coordination, and ROW project closeout.

Resources Necessary to Deliver this Contract

All work is managed from our Atlanta office. We have adequate staff and personnel to meet all anticipated workload requirements. With 100+ transportation professionals in Atlanta, our planning, design, environmental and specialty discipline staff can expand or contract to meet schedule and technical assignments.

The following section describes our management approach to project start-up as well as time and cost procedures.







Project Start-Up: Our understanding of the project start-up procedure allows for an expedited process as outlined on the figure below.



respect to planning, environmental, design, acquisition, construction supervision, and approval of transportation projects.

Time/Cost Procedures: The project schedule and labor costs are controlled during the design and construction through our internal project management procedures. These procedures have been successfully tested on many projects.

Every project requires a work plan carefully prepared by our project manager before the project starts. Focusing our most experienced engineers' and managers' attention on planning at the start of a project pays dividends later in increased productivity, professional services cost control, adherence to schedules, and client satisfaction.

The essence of project planning is breaking the project into easily identifiable work packages that are assigned to specific individuals or task managers. The project team then prepares schedules as required to meet your needs. Work packages, complete with work-hour budgets, are assigned to the project team, which schedules work accordingly to complete the project on time.

Control of the project is facilitated by our computerized project management system. Online project-to-date reports are available to the project manager and task package managers. Planned productivity is compared to actual productivity so the project can be kept on budget and schedule.







Quality Control/Quality Assurance (QC/QA)

Quality Assurance

Plan (QAP) is tailored to fit the scope of each individual project and conforms to GDOT's Manual of Quality Standards for Consultant Services and GDOT contract requirements. Specifically, the QAP includes both QC/QA. The foundation of our QAP will be a projectspecific QC plan.

A QC/QA Program is proposed to develop all project deliverables in accordance with contract requirements and to meet GDOT requirements, as needed, when state or federal funding is used on a project. Our QC/QA program minimizes review effort by our clients by focusing review on only the critical elements, such as typical sections, pavement design, maintenance of traffic and final quantities.

Joe Leoni, PE is our



QC/QA team leader and brings hands-on knowledge to the QC/QA process with 33 years of work experience at GDOT. His knowledge of the GDOT PDP and his long-term relationships with various counties and GDOT personnel will facilitate the plan reviews and completion required to meet the demanding schedule. As QC/QA team leader, Joe coordinates with senior-level professionals in all the disciplines required to review the production of the project deliverables.

Familiarity with Applicable Federal, State and Local Regulations

PM Matt and his senior staff have several years of experience delivering state and local projects most of which involve state and/or federal permitting. Arcadis identifies potential permitting requirements during the scoping and concept phase. During early preliminary design, once the corridor is established, those permitting requirements are validated from field survey of cultural and ecological resources. The permitting process begins once impacts are known. Typical permitting encountered on transportation projects:

Environmental

- NPDES General Construction Permits: NPDES Permit GAR 1000002 is required for all projects exceeding 1 acre of disturbance
 - USACE Clean Water Act Section 404 Permitting:
 - Regional Permit 34 is required for projects with perennial/intermittent stream impact less than 2,000 feet and/or wetland disturbance less than 8 acres total; 1,500 feet and 2 acres of wetland per crossing
 - Regional Permit 35 is required for projects with perennial/intermittent stream impact less than 5,000 feet and/or wetland disturbance less than 12 acres; 2,000 feet and 4 acres of wetland per crossing
 - Individual Permit is required for projects with stream impact over Regional permit 35 threshold







- · Georgia EPD Buffer Variance: Required for projects with longitudinal stream buffer impacts or crossings over 200 feet of stream
- · GEPA Document: Required for projects receiving state funding over \$50 million
- NEPA Document: Required for projects receiving federal funding

Stormwater

- Municipal Separate Storm Sewer System (MS4): required for projects in DeKalb County and municipalities to comply with the county's Storm Water Management Plan
- Section 303(d) list compliance is required for water quality, and Erosion and Sedimentation Control Ordinance compliance is required for construction site discharges

Georgia Department of Transportation

- ROW Encroachment Permit: required for projects encroaching on a state route ROW
- Traffic Signal Permit: required for any new signal or signal modification
- · Plan Development Process: required for any project receiving funding from GDOT

Local Permits

- DeKalb County/Municipality Land Development Permit: required for land disturbing activities within the county
- Local permits may be required if in a municipality or community improvement district

Required Criteria, Standards and Procedures in Planning, Environmental, Design, Acquisition, Construction, Construction Supervision, and Approval of Road Projects

The design criteria for each project will be researched and consensus reached with DeKalb County during the scoping and concept phases. The project will be vetted against the county's master plan to ensure all planning requirements can be met. Detailed design will conform to GDOT Design Policy, DeKalb County Standard Specifications, AASHTO, and FHWA as applicable. Plan development procedures will follow DeKalb County processes unless governed by the GDOT PDP for GDOT funded projects.







Experience of Consultant

Success is about building relationships. We take pride in Connecting Lives and Livelihoods by balancing technical and community needs. Whether your needs are solid engineering, consultancy and design, or cutting-edge technology – we have the trusted business, technical and community know-how to provide the right solution.



We tailor our approach to deliver simple, cost-effective projects. Understanding how projects can change direction mid-stream and being able to adapt to those changes in a positive manner, only comes with experience. At Arcadis we have the know-how to address the unexpected occurrences as well as the pre-planned milestones. This ability only comes from an experienced staff that works well together and has the history of a diverse portfolio of project types.

Our Atlanta office has provided engineering and design services to private- and public-sector clients within the metropolitan Atlanta area and the state of Georgia since 1957. For more than 56 years, we have developed outstanding relationships with the many state, regional, county and city regulatory agencies. The following list of projects will demonstrate our diversity in working on various project types. No project is too small or too large and complex for Arcadis to successfully deliver quality solutions.

DeKalb County Project Experience

We enjoy an established relationship with you and will continue to provide quality consulting services. We have a significant portfolio of recent projects for DeKalb County and other local clients that clearly demonstrate our ability to provide you with the technical services requested. We provide services for this contract in-house and have selected local specialty service subconsultants to offer the best local talent in one complete package.

Briarlake at Briarcliff Right Turn Lane

We are working with DeKalb County to design a right turn lane on Briarlake Road at its intersection with Briarcliff Road. We developed two concept alternatives and the County is currently reviewing both to determine which is preferred to advance to preliminary design. While this is a fairly straight-forward design project, we prepared a detailed concept including construction limits and detailed cost estimate in the concept phase to ensure that project impacts and costs are clearly understood. We tailored the concept to design to the project budget and to minimize impacts to the affect property owner. This project is an example of our scalable design approach that allows us to maintain scoped schedule and budget on projects big and small.

DeKalb County Trails - Phase I

We prepared concept, preliminary ROW and final plans for 1.4-mile bicycle lane and sidewalk improvement along Stone Mountain/Lithonia Road. The project was required to follow GDOT's PDP and a significant portion of the project is located within a historic district. Coordination with CSX Railroad, the City of Stone Mountain and the numerous utility owners along the corridor was required. The design project was completed on schedule and budget. Construction of the project was completed in 2019.

Panola Road Widening

We prepared concept and environmental document for widening of Panola Road from Snapfinger Road to Covington Highway. The 6-mile project proposed to widen Panola Road to provide an additional through lane in each direction and a raised median for majority of the project limits. The DeKalb County sponsored portion is approximately 5.5 miles long and GDOT is sponsoring the interchange at I-20, all of which is being designed by Arcadis. The first segment is currently in the right-of-way acquisition phase and we expect to advance to final design in 2020













Lithonia Industrial Boulevard - Phase III

This 1-mile new location roadway extends Lithonia Industrial Boulevard from its intersection with the I-20 EB ramp to tie into Evans Mill Road at its intersection with Rock Springs Road in DeKalb County. The project includes three signalized intersections and required coordination with FEMA and local agencies due to flood plain impacts. The project included federal funding and was required to proceed through the GDOT PDP. We were responsible for all project aspects, including survey, NEPA, roadway, traffic, structural, storm drainage design and USACE permitting. Construction is complete and the roadway is open to traffic

Tucker Main Street Streetscape

We prepared concept, preliminary, ROW and final plans for a streetscape improvement along Main Street in Tucker. The project consisted of a "road diet" removing two excess vehicular lanes to allow space for pedestrian enhancements. Improvements included enhanced sidewalks with brick paver accents, landscape planters, street lighting, decorative traffic signals, granite curbing and street furniture. The project was required to follow the GDOT PDP and required significant utility coordination to relocate the aerial facilities underground. Construction was successfully completed in 2011 and greatly improved the downtown Tucker area.

Perimeter Center Parkway Extension

This project involved surveying, concept development, preparation of an EA, preliminary and final engineering including signal design plans, preparation of ROW plans, and bridge and wall design for approximately 1 mile of four-lane urban roadway with a 20-foot-wide raised median. The road provides a connection over I-285 between Lake Hearn Drive and Hammond Drive. This area is highly urbanized, and the new road provides a connection to Perimeter Mall, MARTA and other surrounding businesses. A portion of the roadway consists of a 1,300-foot-long bridge over I-285 and a tributary of Nancy Creek. The bridge design accounts for future high-occupancy vehicle ramps and allows for future widening of I-285. This project is open to traffic, and the construction cost estimate for this project was \$25 million.

Ted Rhinehart, Public Works Director, DeKalb County: "Good job, Arcadis staff; thanks very much for helping us keep this on track for the Jan. bid opening; I always appreciate when our consultant firms are helping us stay on schedule, rather than letting circumstances push schedules back!"

River Road Corridor and Intersection Improvements

This 8-mile segment of two-lane roadway adjacent to the South River floodplain is circuitous and has experienced a significant increase in traffic volume over the last few years. We prepared concept plans and performed environmental screening and traffic studies for an ultimate improvement condition. We also developed concepts for five interim intersection improvements along the corridor. These were taken to the public with a favorable reaction. Survey, preliminary plans, ROW plans and final plans were provided. All intersections have been constructed and are open to traffic.

Memorial Drive Streetscape Improvements

Arcadis developed streetscape improvement plans for Memorial Drive from Mountain Road to Candler Road. This 4-mile project GDOT-funded was developed to improve pedestrian safety, and to enhance sidewalk systems and the overall landscape. The completed project contains more than 6 miles of sidewalk improvements, landscaping, decorative lighting, intersection improvements and numerous retaining wall systems. We provided project management, concept design, environmental clearance and permits, surveying, preliminary design of sidewalks, drainage design, traffic analyses and landscape architecture services for this project. This project was prepared and executed for DeKalb County in accordance with the GDOT PDP.

Ted Rhinehart, Public Works Director, DeKalb County: "...please thank your staff for expediting our getting the landscaping back into the Memorial Drive Phase 2 streetscape project, that is bidding at GDOT in June, in a hurry last month.

















Other Client On-Call Project Experience

Woodstock Transportation Program Services

Arcadis is the primary on-call transportation consultant for the City of Woodstock. Working together with City staff, we have prioritized the City's transportation needs and identified quick response projects such as the Rope Mill Road right turn lane to Main Street. This project was largely implemented by City forces, providing taxpayers more than 1000:1 benefit-cost ratio. We also developed practical project implementation plans and identified more than \$700,000 in state funding to supplement local funding.

Rob Hogan, Public Works Director: "...we appreciate your diligence and prompt response to our requests for assistance as we work together to deliver these projects from concept to construction."

Downtown Woodstock Traffic Study: We collaborated with the City to develop several context sensitive transportation solutions to reduce peak hour travel times in and around the downtown area. We developed a Traffic Simulation Model of the downtown area and used it to test different scenarios and measure their impact to downtown traffic delay. The primary focus of the study was to reduce the delay at the most congested intersection in the downtown area, addition to the reduction in delay, it is anticipated that the project will reduce crash rates at this highly skewed intersection.

Rope Mill at Main Street Roundabout: We developed the concept for this proposed roundabout that will further reduce peak hour delay at this intersection by more than 60% over previous delay reduction resulting from the short-term improvement recommended by the Arcadis team. Complicating the design of the roundabout, the existing railroad will traverse the center of the roundabout at two at-grade crossings. Considering this is low volume short rail track, this will not significantly impact operations of the intersection. In addition to the reduction in delay, it is anticipated that the project will reduce crash rates at this highly skewed intersection.

City of Atlanta On-Call Contract Project Experience

Atlanta High Priority Bicycle Facilities: Arcadis completed the design of five projects to add bicycle facilities to existing roadways in Atlanta. Locations include C. Allen Drive / Parkway; Jackson Street / DeKalb Avenue at Rocky Ford Road; Hilliard Street / Grant Street / JP Brawley drive; and Mangum Street / Walker Street. The project is designed using the NACTO standards and include two-way cycle tracks, bike lanes, enhanced sharrows, neighborhood traffic circles, bicycle boulevard treatments, and off-road multi-use trail. The design was expedited to meet the City's tight schedule.

Martin Luther King (MLK) Jr. Drive Multi-Modal Improvements: Arcadis designed multi-modal and streetscape improvements along MLK Drive from Fulton Industruial Boulevard to Northside Drive to accommodate vehicles, pedestrians, cyclists, and transit users in the same right-of-way. Public engagement was a major factor in gaining project support and has earned us insight into what the community truly needs. Improvements include intersection reconfigurations, road diets and restriping, mid-block crossings, raised medians, signal timing, stormwater upgrades, and utility coordination. Proposed aesthetic elements include landscaping, lighting, decorative paving, linear parks, gateway and wayfinding signage, public art locations, and green infrastructure improvements. Due to staggered funding sources, the corridor was implemented in phases based on available funds, surrounding projects, and crucial immediate improvements. The final phases are currently under construction and are expected to be complete on fall 2020.

Barrington Brown, Capital Projects Director: "The City's relationship with Arcadis spans decades and has always been one of collaboration and partnership. The MLK Jr. Drive Multimodal Improvements project was no exception. Arcadis exceeded our expectations at every turn, from design initiatives to stakeholder coordination to delivering the final project. The overall project design is a true testament to how a traffic corridor can provide safety and innovative to different modes of travel for all users.

















Marietta On Demand Transportation Design Services

We successfully completed the design of a wide variety of projects since 2006 for on-demand transportation design services, including major roadways, intersection improvements and pedestrian/bike improvements.

Charlie Lanz, former City Engineer: "Another job well done! This is why Arcadis stands above all other consultants. Keep up the good work."

Whitlock Pedestrian Streetscape Improvements: A 1.5-mile streetscape and pedestrian improvements from Oakmont Drive on the east to Polk Street Extension on the west. Project includes sidewalks, planted medians, brick paver accents, asphalt resurfacing, intersection improvements, pedestrian improvements and lighting, mast arms signals, and landscaping. Services include surveying; streetscape/landscape architecture; environmental/historic/cultural resources studies; design services in accordance with GDOT permit requirements; traffic engineering; roadway, sidewalk, multi-use trail design services; public information meetings; ROW and construction easement documents; deed research; permitting; utility coordination; and bid document preparation and bid assistance.

Kennesaw Mountain to Chattahoochee River Trail: This 2.5-mile project makes a critical connection from Kennesaw Mountain to Chattahoochee River Trail, from West Atlanta Street bridge over South Cobb Drive south of the City, to Roselane Street and Tower Road, north of the city and was one of their most challenging multi-use trail projects. Survey, environmental document and design plans were prepared to construct a 10-foot-wide multi-use trail, including a pedestrian bridge over South Marietta Parkway. Project required significant coordination with CSX railroad to construct a portion of the trail within their ROW and several creative and context sensitive design solutions and variances. This project received federal funding and followed the GDOT PDP.

Franklin Road Improvements: This project along Franklin Road just south of Delk Road to SR 120 Loop/South Marietta Parkway is a 1.5-mile roadway widening, allowing for a landscaped raised median and turn lane improvements. Roadway has streetscape improvements, including widened sidewalks with brick paver accents, pedestrian and street lighting, and shoulder landscaping. We prepared a conceptual design for the entire corridor and completed final design on project's (two) end sections. The Twin Brooks Way to Las Colinas Apartments is LCI funded and includes a multi-use trail and High-Intensity Activated crosswalk (HAWK) pedestrian signal. We provided extensive utility coordination and completed the timely relocation of all overhead utilities to underground.

Marietta Intersection Improvements: This project involved developing concepts and completing design plans for three of South Marietta Parkway's intersections with: Lake Drive, Kennesaw State University's entrance, and Powers Ferry Road. The projects scope included survey, roadway design, sign and traffic design, storm water drainage, utility coordination, and construction engineering and inspection services. The projects also included coordination with GDOT for the required encroachment and signal permits. Construction is completed on all projects.

Marietta Square Enhancements: The City sought to beautify its downtown square while preserving its historic character. The enhancements were constructed during the winter months, in a 3½-month period with continual traffic flow at all times. We designed and oversaw construction. Community outreach meetings with numerous stakeholder's were held to determine exactly what improvements were needed. Based on these meetings, improvements included concrete paver crosswalks, decorative signal pole improvements, and resurfacing and restriping of the existing pavement. To facilitate continued traffic flow, we developed a six-stage maintenance of traffic and detour plan. The project was completed on budget and on schedule.

















Extensive GDOT PDP Knowledge

Georgia Department of Transportation (GDOT): We have an excellent working relationship with GDOT. For more than six decades, we have not only worked directly with GDOT to deliver projects; but have worked with countless local governments to successfully navigate the PDP on state/federally funded projects. We are extremely knowledgeable of GDOT's PDP, Design Policy Manual, Plan Preparation Guide, Standards & Details, processes and other design requirements.

Arcadis employees 40 former GDOT staff who in many cases, helped develop and implement these standards and processes while working at GDOT. The relationships and institutional knowledge is invaluable to local governments.

Brandy Kirby, PE – GDOT Project Manager

"The entire staff assigned to these projects (SR 17) has been professional to work with. Survey, environmental, traffic, and design sections seem very knowledgeable and service oriented. They have been willing to meet and discuss project issues as needed and often bring unsolicited issues to the table with potential solutions which have an overall positive impact to the Department.

In addition, our senior team members are considered experts in their disciplines and stay informed of changing GDOT policies and procedures through continuous, hands-on involvement in the Georgia Partnership for Transportation Quality (GPTQ). Arcadis staff currently serve on GPTQ Subcommittees for NEPA, Ecology, Traffic, and Bridge. Our team will continue to drive best practices with DeKalb County.

Keith Golden, PE – former GDOT Commissioner will assist DeKalb County with high-level GDOT collaboration, coordination, and supports the team to ensure that GDOT PDP projects are properly executed.

Joe Leoni, PE – former GDOT Assistant State Roadway/Airport Design Engineer will lead our QC/QA team. Joe's decades of GDOT and value engineering experience, will bring DeKalb County an assurance our plans are not only high quality, but also provide the most "bang for the buck."

Arcadis and our subconsultant partners are prequalified by GDOT in area classes that will be required on DeKalb County projects. Copies of each firm's Notice of Professional Consultant Qualifications is included in the required forms section of this proposal.

Client Successful Compliance Statements and References

To Arcadis, compliance with schedules, budgets, scope, location, design cost, construction cost, and duration of similar projects is a mindset, not a process. We understand most projects have aggressive schedules and tight budgets that requires a team with a sense of urgency to deliver. Our approach to streamline schedules and design to budget include:

- Instill a sense of urgency in all team members
- Ownership of the schedule for each assignment
- Maintain a master schedule for all tasks
- Accountability of all work and deliver on our promises
- Early and accurate construction cost estimates

We included several project-specific client statements and references attesting to Arcadis' successful management of scope, schedule, and budget in the Project Experience section.

Methods Successfully Utilized to Perform Work



We understand your commitment to and expectation of quality. We are committed to and will meet or exceed your expectations of quality. We believe having proactive and sustainable quality control is paramount for successful project delivery, and we adhere to rigorous QC/QA procedures in every phase of the project.

Our commitment to quality begins at the planning stage — all project planning activities begin with a focus on quality:

- Quality in our understanding of the project needs
- Quality in our technical approach
- Quality in our project staffing
- Quality in our project implementation and management

Quality Matters is not only our internal programit is also a way of life for the project team. We install Quality at every level of the plan development process. QC/QA reviews are conducted by competent approved staff not otherwise involved in the project.







Equipment, Hardware, and Software to Perform Work

We have extensive computer hardware and transportation software capabilities in our Atlanta office. We will submit project deliverables in the electronic format you require. Following is a list of our computer hardware and software capabilities.

Hydraulic/Hydrology Software
HEC Hydrologic
HEC-1; HEC-2; HEC-RAS (WSPRO Bridge
Option, HEC-18 for scour); HY-8; HYDRAIN, STORMCAD
KYPIPE Pipe Network Analysis
2 WaterCAD 5000 node
XP-SWMM

Roadway Design Software

15 Geopak Civil Design 12 CAiCE Roadway Design Packages and CAD Links Unlimited Server License – In Roads

GIS Software

- ESRI ArcGIS (Info, Editor, View) ArcGIS Server 3D Analyst Spatial Analyst ArcPad Geostatistical Analyst Network Analyst ArcSDE
- Bridge and Structural Software
 Leap Bridge Enterprise
 RISA 3D Structural Analysis
 Adapt Post-Tensioned Structure Analysis and Design
 GDOT Bridge Access
 STAAD-III Structural Analysis and Design
 L-Pile Foundation Design
 BDS Post-Tensioned Box Girder Design
 MERLIN-DASH Steel Beam Design
 DESCUS I - Curved Steel Plate Girder Design
 DESCUS II - Curved Steel Box Girder
 Design

Survey Equipment

3 GPS LEICA GX1200 2 GPS LEICA GX1230 1 GPS LEICA VIVA 9 Total Stations LEICA (1203, 1102, 800, 700, TC2002 series) 3 Levels LEICA NA2002 1 LEICA Scan Station 2 3 Chevy 2500 HD 1 Jon Boat (14'x44" boat) Traffic Software Citilabs Cube (Voyager, Avenue, Analyst) COUNTSPC CORSIM Traffic Simulation FLOCOUNT Traffic Count Processing Package Highway Capacity (HCS2010) HCM/Cinema 3.0 **HCS Warrants** Interactive Highway Safety Design Model (IHSDM) PASSER IV **PC-Warrants** Sidra Surrogate Safety Analysis Model (SSAM) Synchro 8 Traffic Simulation TACTIC, ARCTRA, MaxTime and Centracs Traffic Signal Systems Timing Plan **TRANPLAN Travel Forecasting** TRANSYT-7F, QUICK-7F, and TAS-Plus VISSIM Traffic Simulation VISTRO

Specialized In-House Capabilities

Transportation Planning (Project Related Grant Services,

Comp Plan Services): DeKalb County can utilize our planning experience to prepare grant funding applications, prioritize current or future local projects, or to prepare any other planning level documents including Comprehensive Plans. Our planning expertise ranges from the very large projects to small, local LCI studies. Our team includes Cara Vojdani, AICP and Shane Blatt, whose relationships and institutional knowledge could prove valuable if you decide to pursue LCI funding.

Utility Coordination: Our seamless utility coordination is critical to the timely delivery of transportation projects. We are GDOT

Faye DiMassimo, AICP – former Director Cobb DOT

"I wanted to write you both and tell you what a pleasure it is to work with Andy Rikard. He is a tremendous professional with a tireless work ethic. His knowledge of the complexities of utility coordination, his commitment to Cobb, and his always terrific attitude make him something few of us are — irreplaceable. Thank you for his ongoing assignment to our team." prequalified in Utility Coordination, and practice a proactive approach to projects to ensure facilities are identified early so complications and delays are avoided. Andy Rikard, with 42 years transportation management experience, leads utility coordination efforts, effectively and efficiently, to ensure proper utility coordination occurs. Andy's relationships and proactive approach has been proven to minimize utility conflicts and expedite the relocation process when conflicts cannot be avoided.

Railroad Coordination: We understand railroad coordination is critical to any project requiring coordination with the railroad. We assist numerous local governments with railroad coordination, which demonstrates our commitment to ensure your projects move forward. We negotiated with CSX on behalf of the City of Marietta to obtain their approval to construct 1,500 linear feet of multi-use trail within CSX ROW, as well as a four-quad gate system. In addition, Arcadis has a master services agreement with CSX allowing us to be familiar with CSX standards, requirements and processes. We apply this experience to local government projects that interact with the railroad to ensure timely reviews and approvals.







Innovative Project Design: Given today's challenging funding realities, Arcadis is at the forefront of developing and delivering innovative project designs that provide optimum benefit for minimal cost. Some local examples of this include:

- Wade Green Road Diverging Diamond Interchange (DDI)
- Florida "T" Intersection at Old Canton and Lower Roswell
- Surgical Improvements at I-285 Off-Ramp at Cobb Parkway



Roundabouts: Our team has designed numerous roundabouts for local city and county governments. We assisted GDOT to prepare a training video on navigating a roundabout. Transportation and Infrastructure Design Lead Ty Denning, PE was project manager leading our design team for all three phases of the South Barrett Reliever (SBR) Phase 1, 2 and 3 for the Town Center CID and Cobb County DOT. SBR Phase 2 included a multi-lane roundabout (see picture below) as the preferred alternative due to the roundabout's inherent safety and functionality. This project opened to traffic in 2018 and since opening has greatly improved the overall intersection operations and has provided much needed safety improvements. The TCCID and Arcadis were awarded the 2018 GPTQ Award for "Traffic Safety and/or Intersection Design" at the Georgia Transportation Summit. SBR Phase 3 when constructed will tie into the multi-lane roundabout constructed in Phase 2 and extend Shiloh Valley Drive/Greers Chapel Drive across I-75 with an aesthetically unique bridge that terminates at another multi-lane roundabout at what is now the southern dead-end of Roberts Court.



Project Renderings/Visualizations: Our team is passionate about creating and using innovative tools to communicate complicated concepts in a way that resonates with target audiences. We have proven experience developing renderings, 3D models, and video animations to convey complex project concepts to decision-makers and stakeholders in a way they understand. Example projects we recently utilized these techniques on include:

- Downtown Connector Corridor Study
- I-75 Commercial Vehicle Lanes
- I-20 at Savannah River Design-Build
- Internal Modeling Effort for proposed I-85 Express Lanes Bridge

Bridge Inspection/Load Rating Analysis: We are GDOT prequalified in bridge inspection and have extensive and proven experience with bridge inspection and bridge load rating analysis. These services can be extremely valuable in prioritizing replacements and identifying short-term inexpensive improvement projects to delay replacement where possible. In addition, our GDOT-approved finite element bridge load rating methodology, allows for improved load ratings or, in some cases, removal of the load posting all together.

Value Engineering (VE): Many on our team have significant experience participating in and conducting VE Studies for Georgia and other state DOT's, as well as many counties throughout the state. The principles and techniques learned from these studies are incorporated into our QC/QA process to provide added value to our clients. In addition, we could conduct third-party VE Studies on projects at your discretion.

Ability to Absorb Anticipated Workload

Arcadis is proactive, anticipate staff needs, and provide DeKalb County the expertise needed to meet schedules. We bring a depth of resources and have partnered with 8 firms experienced in delivering a wide range of simple to complex projects. Our team has redundancies in staff resources and subject matter experts for every discipline required under this contract. Our proactive workload management allows us to monitor and foresee team member availability in advance of needs. Using a 12-month workload forecast, updated on a monthly basis, PM Matt McDow has the visibility needed to make informed decisions for project staffing. Key individuals and firms update their commitments to other projects monthly, which is compiled to provide a snapshot of team availability.

Our team's Discipline Leads are identified in bold on the organizational chart in the next section for each discipline area required for this contract. Discipline Leads are responsible for overseeing and coordinating all work within their area. Discipline Leads update their staffing needs based on baseline project schedules, allowing us to foresee potential workload peaks, and manage our resource assignments.

We also identified additional staff to support the Discipline Leads. The staff is committed to your projects to allow for consistent deliverables across multiple projects and will be intimately familiar with DeKalb County's preferences and design requirements. We have the capacity to complete multiple projects simultaneously and in a timely manner.







Familiarity with Federal, State and Local Regulations

One of the greatest benefits we offer is our extensive local government experience, paired with unmatched experience and relationships with regulatory and funding agencies. We have a track record of developing projects that meet the varying goals of all parties. With several former managers from GDOT, ARC and GRTA, we know where to get decisions and keep your projects moving forward. As demonstrated by Arcadis' numerous successful project deliveries, we are extremely familiar with applicable federal, state and local guidelines and criteria.

We prepare all environmental documents in accordance with applicable laws and regulations, including NEPA, CEQ Regulations for Implementing NEPA, FHWA Environmental Impact and Related Procedures (23 CFR 771), FHWA Technical Memorandum T6640.8A, the National Historic Preservation Act, the Department of Transportation Act, the Clean Water Act, the Clean Air Act and the Endangered Species Act. The documents will also be prepared in accordance with GDOT guidelines and procedures.

We prepare all roadway design and documents in accordance with AASHTO policies on geometric design for highways and streets, the Manual on Uniform Traffic Devices, GDOT design requirements and DeKalb County policy and procedures.

Atlanta Regional Commission (ARC): Members of the Arcadis team have worked with ARC since its inception in 1971. We have intimate knowledge of the numerous funding mechanisms managed by ARC and have assisted many of our local clients with securing funding through ARC and ushering these projects from planning concept through construction. Some recent examples of this include:

- Franklin Road Phase A / City of Marietta Local Sponsor / LCI Funding
- Downtown Tucker Streetscape / DeKalb County Local Sponsor / TE-LCI Funding
- Spring Road Multi-Use Trail / Cobb DOT Local Sponsor / LCI Funding
- Cobb-Galleria Streetscape / Cobb DOT Local Sponsor / LCI Funding

Cain Williamson, former ARC Bicycle and Pedestrian Planning Coordinator

"...One of Arcadis' tasks was public involvement and outreach...Through innovative outreach tools and excellent graphic design services, the Arcadis planners were able to communicate a unified theme throughout plan development...I would highly recommend Arcadis for future bicycle and pedestrian plans." **State Road and Tolling Authority (SRTA):** We recently were successful in assisting Cumberland CID/Cobb County with their Georgia Transportation Infrastructure Bank (GTIB) grant application to SRTA from which they were awarded \$1 million for the implementation of the Windy Hill Road East Improvement (from Spectrum Circle to Powers Ferry Road).

Brantley Day, former Cumberland CID Director of Operations "Matt, we just received word that GTIB is awarding the CID \$1 million for the Windy Hill project; the application you put together last year, which they highly praised, by the way... thanks for your help; great work!"

Georgia Regional Transportation Authority (GRTA): Julie Price was the former Development of Regional Impact Program Manager for GRTA. Her relationships and institutional knowledge of GRTA are very helpful when coordinating with this agency. Our staff work with and coordinate with GRTA on numerous projects.

Georgia Department of Community Affairs (DCA): We have experience with DCA Planning Programs through administration of these programs at the regional level, having both former ARC and GRTA employees at Arcadis. Our staff has also assisted DCA staff on planning rules and regulations regarding these programs; specifically, the Comprehensive Planning and Developments of Regional Impact.

Federal Highway Administration (FHWA): We routinely meet with FHWA from beginning to end of all projects. This benefits our clients because we introduce the project to the FHWA early and discuss potential impacts, the required level of documentation and our mitigation strategies. When FHWA receives an environmental document, the reviewer is already familiar with the project, which helps reduce the comments received and improves the overall schedule. Arcadis also participates in FHWA training courses in the classroom and online. This keeps our staff aware of ever-changing environmental policy. Our greatest involvement with FHWA was on the Revive 285 Top End. FHWA participated with Arcadis and GDOT as a teaming partner to navigate the complexity of the build alternatives associated with improvements to the top end of I-285.

Georgia Environmental Protection Division (EPD): We have great working relationships with Georgia EPD. We submitted and obtained Erosion, Sedimentation and Pollution Control Plan approval on 30+ projects in the last 5 years. We are also experienced at obtaining Notice of Intents (NOI) on behalf of local governments.

Wei Zeng, PhD, PH – GA EPD

"Among many qualified engineering consulting firms, Arcadis was chosen to help Georgia EPD ... My experience tells me that we made the right choice ... Arcadis' Project Manager, has been instrumental in keeping the project on schedule and on budget. The efficiency we were able to observe from Arcadis staff was due to clear vision and strong leadership."







United States Army Corps of Engineers (USACE): Our longstanding working relationship with the USACE in all facets of Section 404 permitting. Our permitting experts and design professionals regularly complete Nationwide Permits, Regional Permits, Individual Permits and mitigation design while working with the USACE. A thorough knowledge of their policies and procedures, as well as a comprehensive understanding of the changes in regulations, positions Arcadis to handle any permitting scenario that arises.

Tom Hassenboehler, PE – USACE HPO Technical Support "St. Bernard design and construction has exposed your group to all the various Corps hurricane features, such as t-walls, sector and sluice gates, highway and railroad gate monoliths, numerous type of pile foundations and geotechnical items, building, bridges and roads...You've applied sound and reasonable engineering principles to help the Corps optimize both the design and construction, while providing a quality product and saving Federal dollars-keeping this part of the Hurricane Protection System under budget."







Qualifications of Staff/Management

A Qualified / Responsive / Innovative Team You Know!

We are committed to continuing to collaborate and work with DeKalb County for successful delivery of all projects under this contract.



Our local, in-house team has the expertise, experience, and specialized skills you need and the commitment to client satisfaction which you desire. Our team of planners, engineers, and environmental specialists work predominantly on transportation infrastructure and services. We are accustomed to working as a team, across multiple disciplines, to meet our client's needs.

Team Management

Project Manager Matt McDow, PE is your point of contact and will serve as the day-to-day contact, ensure adequate skills and resources are committed to each assignment, communicate regularly with the County, track progress on all assignments, and handle progress reporting and contractual issues. He will provide project management for all planning and engineering activities, assign appropriate resources to specific project needs, and maintain project schedule and budget. Matt will be supported by Discipline Leads for Transportation and Infrastructure Design, Land Surveying, Traffic Engineering, Environmental and Geotechnical, Bridge/Structural, Land acquisition Services, and Construction Management/Inspection Services. Our Discipline Leads will lead specific technical work categories, including:

- **Ty Denning, PE Transportation and Infrastructure Design** includes services for road improvements, streetscapes, sidewalks, intersections, multi-use trails, bridge replacements, landscape architecture, and water/sewer facilities.
- Mike Peppers, PLS Land Surveying includes base mapping, legal descriptions, boundary surveys, topographic surveys, ROW surveys, and research land record/deeds.
- Jody Peace, PE Traffic Engineering includes travel demand modeling, volume development, and growth rate estimation; traffic analysis and congestion benefits; concept schematics, construction staging and cost estimates; evaluation criteria development and alternative; and existing conditions surveys (traffic counts, origin-destination, crash data, travel time, land use data; pedestrian/bike/ transit data).
- Bonnie Bynum Environmental includes all environmental services as needed for local and regional planning; meeting State and Federal NPDES requirements; performing environmental assessments, site investigations, categorical exclusions, archaeological assessments, historic preservation analysis; preparing reports; leading public involvement (technical committee, focus group, council meetings, concept

visualization, public meetings); and assist DeKalb County in environmental land acquisition issues.

- Zach Handac, PE Geotechnical includes performing all geotechnical related work (geotechnical reports, concept development, construction plans, construction management).
- Kristen Kasmire, PE Bridge/Structural includes design, inspection and recommendations in support of bridge replacement/repair designs and other infrastructure projects; value engineering for structural improvements; drainage analysis as needed for bridge/ culvert replacements; perform work necessary for FEMA, USACE, County, State, and Federal agency permits for structural improvements.
- Dwonna Smith Land Acquisition Services includes all land acquisition services such as title searches, cost estimates, appraisals, negotiations, prepare closing/condemnation documents; perform environmental studies, asbestos removal, and demolition work on newly acquired properties; coordinate/monitor ROW acquisition activities on select projects; conduct ROW impact studies and ROW/ land acquisition coordination with State, Federal and local agencies.
- Mario Lataso Construction Management/Inspection Services includes providing construction management and/or inspection services as required by the County; perform field plan reviews, review bid documents, review/prepare cost estimates; provide status reports and cost to complete updates; manage contractors hired by the County and review contractor invoices for approval by the County; and provide inspection services for road and bridge projects following GDOT specifications.

GDOT Liaison Keith Golden, PE is a resource to Matt and DeKalb County. Keith (a 30-year GDOT employee and former GDOT Commissioner) provides advice as needed on the project process, GDOT coordination, and other areas as required.

QC/QA Lead Joe Leoni, PE will lead the QC/QA team with plan review, QC/QA and assists in marshalling projects through GDOT's PDP process. He will be supported by Mike Peppers, PLS for survey; Doug Tilt, PE for traffic; Bonnie Bynum for environmental; and James McNabb for bridge/structural.







Team Commitment

We are committed to maintain the key team members shown on our organizational chart for the duration of this contract. The senior leadership and most of the management team remains in place from our existing contract. We have an aggressive employee retention program designed to keep the brightest professionals on staff. Because of our multi-discipline operation, we have boundless resources available for such times. We operate as a highly structured team and our effective communication is an integral component of our management approach.

Arcadis has the competence and capacity to complete multiple projects concurrently under this contract, on time and within budget. In anticipation of this contract's staffing requirements, our team includes overlap on all project activities. Key personnel and support staff are specifically chosen for their ability to contribute to your goals and objectives, quality of work, similar and extensive local experience, and long work histories in DeKalb County. Our team is available to start work immediately.

Our team proves all the necessary services needed for your projects. Our extensive local capabilities and expertise eliminate the need for inefficient prime-sub relationships.



Project Management Team Qualifications

Project Manager Matt McDow, PE

Education: BSČE, Georgia Institute of Technology, 1998 Registrations: Professional Engineer in GA, SC; GDOT PDP Certified

Matt is a proven hands-on Project Manager (PM) and certified Managing Successful Programs (MSP) Practitioner who has reliably managed the Arcadis Team for this Engineering and Design

Services for Public Works Transportation and Infrastructure Project contract since 1998. His 20+ year career has allowed him to manage more than 10 On-Call Contracts and Programs for local Metro-Atlanta clients, with many GDOT PDP projects included. His combined experience, makes him the proven person to continue supporting DeKalb County and managing this contract. Matt's MSP Practitioner Certification, a European-based Program Management Certification; is fundamentally consistent with other Program Management certifications, it focuses more on the Benefits of a Program, greater than the sum of the projects. Using these principles, Matt has been working with clients to identify measurable Benefits that can be obtained with the Program Management type Approach.

Over the last 4 years Matt has worked with clients to develop and refine processes to efficiently scope, procure, and deliver projects. He has learned to balance the need to be involved to the appropriate level in all projects, while still keeping his primary focus on the overall Program. Matt utilizes a Project/Task Order Dashboard to deliver multiple project simultaneously and will make this Dashboard Tool available to DeKalb County.

Matt's key similar relevant on-call and project experience includes:

DeKalb County Transportation On-Call Engineering Services: Project / Contract Manager for On-Call transportation engineering services. Program tasks include traffic engineering; construction management (review of budget, costs and contractor bids and project development); land surveying and GIS database capabilities; geotechnical engineering, including archaeological assessments, historical preservation analysis, categorical exclusions and site investigations; bridge and roadway design; and land acquisition with emphasis on obtaining ROW and environmental permits. Major projects completed under the Program include:

- Briarlake at Briarcliff Right Turn Lane
- Lithonia Industrial Boulevard Improvements
- Linecrest Road Bridge Replacement
- Tilly Mill Road at North Peachtree Road Intersection Improvements
- · Panola Road Widening
- DeKalb Trails Phase I
- Tucker Main Street Streetscape
- High Priority DeKalb Interchange Landscaping
- I-20 EB Collector-Distributor Lanes
- Perimeter Center Streetscapes
- River Road Corridor and Intersection Improvements
- Memorial Drive Streetscape Improvements
- Perimeter Center Parkway Extension
- Bridge Load Rating and Analysis

Woodstock Transportation Plan On-Call: Project Manager

responsible for managing this miscellaneous transportation design services On-Call contract to identify challenges, needs, and constraints to develop and prioritize viable, cost-effective transportation solutions. Matt supports the City in addressing capacity and operational needs of critical corridors including I-575, SR 92, Towne Lake Parkway, Arnold Mill Road, Ridgewalk Parkway, and Main Street. Services include traffic modeling and planning, survey, roadway design, and environmental services. The team developed a concept for a new location roadway, Arnold Mill Connector and has begun coordination with the USACE on the required easement across their Allatoona Lake project.

Marietta On-Call Engineering Services: Project / Contract

Manager responsible for the design of various projects, including major roadways, intersection improvements, and pedestrian/bike improvements. Project scopes range from preconstruction services such as environmental permitting, surveying and concept development to traffic engineering to construction management. Major projects completed under the Program include Whitlock Streetscape/Pedestrian Improvements, Marietta Square Enhancements, Franklin Road Widening and Streetscape Improvements, Kennesaw Mountain to Chattahoochee Trail (multi-use trail design), Marietta Intersection Improvements, Marietta Storm Drain Improvements, and Powder Springs Street Streetscape.

Cobb DOT SPLOST Program Management: Project Manager

responsible for transportation engineering services, including major roadway and intersection improvements. Matt managed key







Proposal for RFP No. 19-500535 Engineering and Design Services for Public Works Transportation and Infrastructure Projects

projects including Delk Road at Terrell Mill Road, Old Canton at Lower Roswell, Terrell Mill Road Widening. He has also assisted with Program Management activities including concept development, cost estimating, grant applications, and plan review for the overall program.

Cumberland CID On-Call Engineering Services: Project / Contract Manager for the delivery of a wide variety of projects. Some projects under this contract have included Cobb Galleria Streetscape, Terrell Mill Widening, Powers Ferry Widening, Powers Ferry Streetscape, Spring Road Multi-Use Trail, South Quadrant Transportation Study, Cumberland Boulevard Widening, Windy Hill Road Widening, Southeast Quadrant Transportation Study, and Northeast Quadrant Transportation Study, and Northeast Quadrant Transportation Study. Matt successfully navigated the GDOT PDP and obtained approval on the Cumberland Boulevard Improvements concept, preliminary plans, and ROW plans in less than 1 year. He helped develop the grant application which secured \$1M from Georgia Infrastructure Bank for the Windy Hill at Powers Ferry Intersection and Streetscape project.

Smyrna On-Demand Transportation Services: Project /

Contract Manager successfully managed the design of a wide variety of projects, including major roadways, intersections, and pedestrian/bike improvements. One of these projects is the Atlanta Road Multi-Use Trail which consisted of a 1.3-mile segment that connects the Kennesaw Mountain to Chattahoochee River Trail, Concord Road Trail, and the Silver Comet Cumberland Connector Trail. The project had several design challenges, including six historical properties, a brick neighborhood privacy wall close to the roadway, and a park. Arcadis prepared the survey; concept; and preliminary, ROW, and final plans to construct a 10-foot-wide multiuse trail on the west side of the roadway. We prepared all plans in accordance with GDOT's PDP due to federal funding for the project.

GDOT Region 1 General Engineering Services: Project

Manager responsible for providing GDOT a wide scope of engineering services within Region 1 – Ridge Valley and Upper Piedmont Region on more than 70 TOs across two contracts. These TOs range from supplemental services on projects designed by others to complete project TOs through concept, preliminary, and final design.

Under Contract 1, Matt managed \$7M in work across 34 TOs for 30 projects including:

- Gateway to Chickamauga Streetscape
- South and Southeast Rome Bypasses
- Monroe SE Bypass SR 83 Connector
- SR 3 at Graysville Road Roundabout
- SR 52 ALT at Town Branch Bridge Replacement
- SR 9 at SR 52 Roundabout
- SR 15/US 441 at Grove Creek Bridge Replacement
- Old Hwy 337 at Chelsea Creek Bridge Replacement
- South Calhoun Bypass Construction Services

Under Contract 2, Matt scoped and procured more than \$9M of work across 20 TOs in the first 7 months of the contract, the remaining 14 TOs are in various stages of procurement. TOs under this Contract include both supplementary and complete design services. Some of the projects include:

- Final Design & Environmental Services for:
 - South Rome Bypass
 - Southeast Rome Bypass
 - Monroe SE Bypass SR 83 Connector
- Design Services through ROW Plans, Final Plans for:
 - I-575 at SR 5BU Roundabout
 - SR 140 at Avery Road Turn Lane
 - SR 101 at Old Draketown Turn Lane
 - Roundabouts at SR/Dorset Shoals/Banks Mill/Pool Road; SR/SR 100; SR 43/New Cut Road; SR 60/SR 11 BU; SR 60/Academy Street; SR 6 BUS/SR 61/Legion Road; SR 16/Beulah Church Road

GDOT's Process and Manuals. Matt is GDOT PDP certified and has worked on GDOT projects for more than 20 years and is intimately familiar with GDOT specific processes, manuals and guidance. He understands which documents are applicable in a variety of circumstances and has used these documents in the successful completion of more than 30 GDOT PDP projects. He understands the Design Variance/Design Exception Request and approval process, as he has obtained many in the implementation of Context Sensitive Design Solutions.

Matt will continue bringing his GDOT PDP knowledge and expertise to DeKalb County's projects.

Project Advisor Keith Golden, PE:

Education: MS/BS, Civil Engineering, Georgia Institute of Technology **Registrations:** Professional Engineer in GA; GDOT PDP Certified

Keith is Arcadis' Transportation Market Leader and brings 35 years of experience in the transportation field; 26 with GDOT. Throughout his career, he managed the



engineering, design, maintenance and operation of a variety of transportation projects. He implemented the state's Managed Lane Program, expanded the RTOP concepts to actively manage arterials, and focused on safety and asset management initiatives. The last 3 years of his career was served as GDOT Commissioner where he oversaw a \$2.2 million annual transportation program with 4,550 employees. Coordinated with the Governor of Georgia, State Transportation Board, local, state and federal elected officials, and MPOs to develop statewide transportation plans. He also served as GDOT Director of Operations managing the Division's daily operations including the Office of Traffic Operations, Maintenance, Utilities, and Transportation Data with 350 employees. Responsible for statewide efforts that included program and project delivery for \$200 million in resurfacing and routine maintenance activities, state traffic operations program with an annual budget of \$150 million that included freeway management, highway emergency response unit, traffic safety and operational programs.







Proposal for RFP No. 19-500535 Engineering and Design Services for Public Works Transportation and Infrastructure Projects

QC/QA Team & Discipline Leads



Joe Leoni, PE - QC/QA Roadway & VE

Education: MPA, Georgia State University, 1982; BSCE, University of Toledo (Ohio), 1969 Registrations: Professional Engineer in GA, GDOT PDP Certified

Joe has 43 years of experience in engineering roadway design, project management, and QC/QA on design projects. He had a 36-year career with GDOT where he served as a

roadway designer for 14 years in the Office of Road/Airport Design, 9 years as project manager/ preconstruction engineer, and 4 years as assistant state road and airport design engineer. He brings extensive roadway design experience and, for more than a decade, has excelled in performing QC/QA on design projects, final plan review for all roadway projects to meet GDOT and AASHTO design criteria, and submission of proper Electronic Data Guidelines format. He has participated as a VE team member on more than 40 VE studies with four State DOTs, DeKalb County, Cobb County and Athens-Clarke County. Joe will also focus heavily on cost saving techniques during plan development and design.



Mike Peppers, PLS – QC/QA Survey & Survey Discipline Lead

Education: BS, Geography, Jacksonville State university, 1998

Registrations: Professional Land Surveyor in GA, GDOT PDP Certified

Mike is the Survey Department Manager for the Arcadis Atlanta office and manages surveying services. He has more than 18 years of surveying

experience and has a proven track record of providing solid results on a wide array of projects. He oversees surveying services on all types of transportation projects that are vital to enhancing the quality of life and improving Georgia's infrastructure. Mike is familiar with GDOT specific processes, manuals and guidance which includes a thorough understanding of GDOT's PDP, GDOT Survey Manual, Electronic Data Guidelines and GDOT Survey Processing Guidelines. Similar experience includes:

- DeKalb County Transportation On-Call including Survey Manager for Panola Road at I-20, River Road Improvements from Flat Shoals Road to Fayetteville Road, Perimeter Center Road and Bridge Improvements, Panthersville at River Road Intersection Improvement, and Lithonia Industrial Boulevard from I-20 to Evans Mill Road and Rock Springs Road.
- Cobb County Survey On-Call as subconsultant including Key projects have included South Barrett Reliever, Highway 92 at US Highway 41, Spring Road at US Highway 41, Galleria Bridge of I-285, Windy Ridge Parkway Bridge over I-75, Cumberland Road at Highway 41, Riverview Road Safety & Operational improvements, Timber Ridge Road Sidewalk and Operational Improvements.
- Athens-Clarke County On-Call Engineering including Mitchell Bridge Road Widening from Atlanta Highway to Preserve Drive, College Station Drive Pedestrian Improvements from Barnett Shoals Road to Research Drive, Milledge Avenue Trail Extension and Martin Luther King Parkway Bridge Replacement.

Doug Tilt, PE – QC/QA Traffic Engineering:

Education: BSCE, Georgia Institute of Technology, 1996 Registrations: Professional Engineer in GA, FL; Arcadis Certified Project Manager

Doug is a Senior Design Engineer with more than 20 years of experience providing transportation engineering solutions for state, regional, and local clients. His experience includes providing unique, cost offective solutions for projects region for size



cost-effective solutions for projects ranging from signalized intersection and arterial corridor improvements to major freeway and complex interchanges, as well as QC/QA of traffic designs. Doug has managed and designed numerous projects throughout the southeast, including traffic signal projects, ITS/ATMS projects, intersection improvements, traffic and corridor studies, roadway concept development, and safety and operation studies. Similar experience includes:

- DeKalb County Transportation On-Call including Panola Road Corridor Improvements, Boulder Crest Road Widening, I-20 EB Operational Improvements
- Various Municipal On-Calls including Marietta ATMS, Fulton County ATMS Design, 14th Street Signal Timing Detour Program
- Alabama DOT Hurricane Katrina Wireless Communication Repairs
- GDOT Railroad Crossing Safety Program On-Call provided Quality Assurance for evaluating 850+ crossings and operational analysis

Bonnie Bynum, PE – QC/QA Environmental & Environmental Discipline Lead:

Education: BS, Geology, West Georgia College, 1996

Certification: Certified Project Manager

Bonnie Bynum is a CPM and serves as the Group Leader of the NEPA, Planning and Permitting Department. She has 23 years of experience as an environmental practitioner and



manager focused on project delivery for GDOT and local county and municipal clients. Bonnie has authored and/or managed 200+ environmental documents of varying complexity. She is proficient in the coordination and collaboration required among multiple environmental and engineering disciplines and understands the GDOT's PDP from Concept Stage to Letting to Construction. Bonnie is an expert in navigating the National Environmental Policy Act and the Georgia Environmental Policy Act (NEPA/GEPA). Similar project environmental services include:

- DeKalb County Transportation On-Call including Panola Road Corridor Improvements, South Stone Mountain Lithonia Road NEPA, Memorial Drive Categorical Exclusion, Linecrest Road Categorical Exclusion, I-20 HOV Environmental Assessment
- Cobb DOT SPLOST Transportation Program including Terrell Mill at Windy Hill Extension (GEPA), Wade Green Road at I-75 Diverging Diamond Interchange (DDI) Improvements NEPA, and the Skip Spann Connector
- GDOT FY16 and FY17 Bridge Replacements







- Cobb DOT Kennesaw Mountain Multi-Use Trail Pedestrian Improvement
- GDOT On-Calls including Statewide Ecological Services Task Order Based Services, Traffic Safety Design Services On-Call Program Environmental Services, Statewide Operational Improvement Program Environmental Services, Region 1 General Engineering Services Environmental Services



James McNabb, PE – QC/QA Bridge/Structural: Education: BS, Civil and Environmental Engineering, The Citadel, The Military College of South Carolina, 1999

Registrations: Professional Engineer in GA, FL, LA, OH; a Certified Bridge Inspection Team Leader

James is a Lead Structural Engineer and

Senior Project Manager with 20 years of experience focused on the management of bridge design, rehabilitation and inspection projects. He specializes in fast-track bridge design and replacement projects and has developed a reputation for delivering complex bridge projects on accelerated schedules. His proactive management style has been very effective in identifying and addressing the critical project issues early in the design phase to provide timely project delivery on schedule which he applies in providing QC/QA reviews. Similar projects include:

- DeKalb County Transportation On-Call including Berline Road Bridge Superstructure Replacement, North Druid Hills over CSX Railroad Load Rating and Bridge Deck Repairs, and the Dresden Drive Pedestrian Bridge Rehabilitation
- Cobb DOT SPLOST Transportation Program
- Cobb County On-Call Bridge Design Services
- Cobb DOT Skip Spann Connector over I-75, Concord Road Covered Bridge Rehabilitation
- Smyrna's Silver Comet Trail Bridge Rehabilitations, Bridge Rehabilitations
- GDOT NBIS Bridge Inspections



Ty Denning, PE – Discipline Lead Transportation & Infrastructure Design: Education: BSCE, Montana State University, 1998

Registrations: Professional Engineer in GA; GA Level II Certified Design Professional; GA Worksite Erosion Control Supervisor; GDOT PDP Certified

Ty Denning is a senior transportation engineer with more than 20 years of hands-on experience in providing engineering oversight in the design and development of plans for simple to complex projects. He leads technical coordination with other disciplines including environmental, communication, and geotechnical to ensure design and environmental activities are well coordinated. His project experience includes non-traditional projects ranging from reversible tolled roadways, single-/multi-lane roundabouts, barrierseparated expressways, continuous flow intersections and diverging diamond interchanges (DDI). Ty has participated on design-build projects both on GDOT and Contractor side, as a roadway design lead where he successfully coordinated the designs of teams across a wide range of disciplines including roadway, hydraulics/MS4, ecology, ITS, electrical, environmental, ROW and construction. Similar experience includes:

- DeKalb County Transportation On-Call including Panola Road Corridor Improvements, Linecrest Road Extension and Bridge
- Cobb DOT Skip Spann Connector over I-75, Concord Road Covered Bridge Rehabilitation, Wade Green at I-75 DDI, Atlanta Braves Ingress/Egress Parking Plans, Riverview Road Trail Concept Improvements, Suntrust Park Traffic Study
- Town Center CID South Barrett Reliever Phase 1, 2, 3, and 4 including realignments, intersection improvements, and three roundabouts

Jody Peace, PE, PTOE – Discipline Lead Traffic Engineering:

Education: MSCE, Georgia Institute of Technology-Main Campus, 2008; BSCE, Georgia Institute of Technology-Main Campus, 2007; BS, Berry College, 2007 Registrations: Professional Engineer in GA, TN, FL; Professional Traffic Operations Engineer



Jody is a certified project manager with more than 11 years of experience in project

management, transportation engineering, and transportation planning. His project management style includes a strong technical competency in travel demand modeling, traffic impact studies, corridor studies, and project development, as well as a thoughtful approach to the impacts state, federal, planning, and NEPA/GEPA requirements have on project delivery. Jody successfully manages internal and external resources to adequately staff projects for operational improvement services, on-call GDOT contracts, and multiple concurrent projects. He also has extensive experience coordinating with stakeholders such as GDOT, local agencies, contractors, developers, vendors and other consultants for successful execution of simple and complex project tasks. Similar experience includes:

- DeKalb County Transportation On-Call including Panola Road Corridor Improvements
- GDOT Statewide Operational On-Call Improvements, Atlanta Downtown Connector Study Traffic Operations and Modeling
- Cobb DOT Wade Green at I-75 DDI, Suntrust Park Traffic Study, Suntrust Park Area Transportation Study, Chastain Road Traffic Improvements, Canton Road Bridge Replacement
- Town Center CID South Barrett Reliever Traffic Studies

Zach Handec, PE – Discipline Lead Geotechnical (Accura):

Education: BSCE, University of Mostar, Bosnia and Herzegovina, 1991 Registrations: Professional Engineer in GA; GSWCC Level II; LEED AP ND Registration; WECS GDOT Worksite Erosion Control Supervisor









Zach is a Senior Engineer with more than 25 years of civil engineering experience to include transportation improvements, water and wastewater development, stormwater and hydrology, utility coordination, inventory assessments, residential and commercial site development, project management, land surveying, photogrammetry and GIS. Engineering activities include planning, plan review, design, hydraulic analysis, cost estimating, checks for accuracy of plans, calculations and technical specifications, water and sewer modeling, construction documents and specification preparation, structural design and construction management and inspection. Similar project experience includes:

- DeKalb County Park Drive Bridge Replacement: Senior Engineer/Project Manager for bridge foundation investigation in accordance with GDOT. Prepared a written project report summarizing work, providing descriptions of subsurface conditions encountered, bridge foundation design recommendations, groundwater considerations, and discussing geotechnical related aspects of proposed construction. Field and laboratory test results and their interpretations were included.
- DeKalb County Vickery Drive Wall Repair and Foundation Investigation: Senior Engineer for geotechnical investigation related to failed retaining wall. The purpose of the Geotechnical Exploration was to determine the general type and condition of the subsurface materials in the undamaged and damaged area of the wall, determine the cause of the wall failure, and recommendations regarding options for repair of the failed area, alternative recommendations for repair and recommendations for wall foundation.
- City of Cleveland SR 129/SR 115 Intersection Improvements: Responsible for intersection Improvements project included addition of the deceleration lane, turn lane, taper, concrete island, striping, concrete sidewalks, relocation of existing utilities (water main), preparation of traffic control plan during construction period and the installation and maintenance of erosion control measures in accordance with latest GDOT Standards and Specifications and Utility Accommodation Manual. Project also included the coordination with existing utilities (sewer, electrical, gas and telephone). The Intersection Improvements project required preliminary design coordination with the City of Cleveland and GDOT to locate the proposed water main within a utility congested ROW.



Kristen Kasmire, PE – Discipline Lead **Bridge/Structural**

Education: MSCE, Georgia Institute of Technology, 2004; BSCE, Georgia Institute of Technology, 1996 Registrations: Professional Engineer in GA, FL

In Kristen Kasmire's 20-plus years of bridge experience, she has served as a Project Manager, Task Order (TO) Manager, and Bridge Design Lead. Kristen has worked on approximately 200 Georgia bridge projects developing a strong background in bridge design and a unique understanding of Georgia-specific requirements. She has successfully led multidisciplinary teams to deliver similar projects for both County DOTs and GDOT. She is an effective team leader who works closely with all discipline leads, clients, and project stakeholders to meet objectives and define priorities to deliver multiple, concurrent projects on schedule and budget. Kristen has a proven record of successfully delivering projects through open communication and proactive identification and mitigation of project challenges. Similar experience includes:

- Panola Road at I-20 Preliminary Plans Bridge Lead for interchange reconstruction including road widening, reconstruction of Panola Road overpass and I-20 ramps, installation of raised median and access management along Panola Road.
- Encore Parkway Bridge and Streetscape Engineer of Record for infrastructure improvement and beautification project with new bridge crossing over SR 400, as well as incorporating a multi-modal design to balance needs to cars, bicycles and pedestrians.
- Cobb DOT New Chastain Road WB Bridge over Noonday Creek for bridge replacement project with a 7-month design schedule from concept through final plans, including oversight of survey, roadway, bridge, bridge hydraulics, geotechnical and environmental disciplines
- GDOT Bridge Bundle Replacements to deliver survey, traffic, roadway and bridge deign, geotechnical services, and environmental documents including four bridge replacements in D5 (McIntosh/Wayne/Long/Glynn Counties); replacing functionally obsolete and structurally deficient structures on state routes under GDOT's Bridge Replacement Program (Bulloch/Effingham/Evans Counties); as well as delivering 52 off-system bridge replacement projects on the FY16 and FY 17 Design-Build Bridge Replacements.

Dwonna Smith – Discipline Lead Land Acquisition Services (SRES): Education: MS, Project Management,



Keller Graduate School of Management of DeVry University, 1999; BS, Office Administration, Morris Brown College, 1981 Certifications: GDOT ROW Acquisition Training for Local Public Agencies, 2018; GDOT Title VI/ADA Combined Training, 2018; GDOT Local Administered Projects Manual Training, 2018 Professional Lincenses: Real Estate Salesperson GA #1244206; Real Estate Appraiser GA # 302628

Dwonna has extensive experience in project management for local, state and government projects and 38 years as a licensed real estate salesperson. She manages the ROW department which specializes in the acquisition of property rights for transportation, greenspace, infrastructure projects involving the construction of roads, sewer lines, and bridges. She manages various types of capital improvement projects with a complete understanding of the ROW acquisition process from securing title reports to closing or condemnation. Dwonna prepares and provides fee quotes, projected project schedules, needed resources, and project risks and resolutions. She locates and inspects parcels on projects to estimate the cost of acquisition based on comparable sale data, prepares and submits cost estimates for approval, and conducts public information hearings/property owner meetings for proposed







roadway improvements and construction. Relevant experience includes:

- MARTA GA 400 Transit Initiative Assistant Project Manager to perform alignment impact analysis to identify and quantify the potential acquisitions and displacement properties that may occur due to the construction and implementation of the three (3) Build Alternatives, Heavy Rail Transit (HRT), Bus Rapid Transit in Exclusive Guideway (BRT in EG), and Bus Rapid Transit in Managed Lanes (BRT in ML.
- City of Atlanta Bellwood Quarry Assistant Project Manager/ Negotiator for developing the project schedule and milestones to construct a 30+ day emergency water supply for the City. Coordinated and requested ROW entries, surveys, title ownership reports and estimated fair market values to present offers to residential, commercial and railroad property owners for permanent subsurface easements.
- Clayton County SPLOST for Aviation Boulevard Grade Separation and Conley Road/Aviation Boulevard Extension Project Manager for the acquisition management of approximately 91 parcels with 5 relocations.



Mario Lastaso – Discipline Lead Construction Management/Inspection Services:

Education: BS, New Mexico Institute of Mining and Technology Certifications: BNSF Railroad Worker

Protection; OSHA 10-Hour Training Course; DM&E Railroad Worker Protection Flagging Certification; GDOT Field Concrete Technician; GDOT Worksite Erosion Control

Supervisor; GSWCC Level 1A Certification

Mario has more than 19 years of construction management and inspection experience. He is very knowledgeable in all phases of roadway construction and is extremely proficient in structure construction requirements and techniques. Mario has worked for GDOT on statewide Design-Build (DB) Construction, Engineering & Inspection (CEI) and D7 CEI contracts. He has performed CEI services on major construction projects throughout the country. Similar construction management/inspection experience includes:

GDOT I-85 Bridge Collapse Reconstruction Senior Bridge
 Inspector for project demolition and emergency replacement

of a segment of I-85 bridge damaged by fire over and near Piedmont Road. Responsible for all aspects of bridge deck construction from decking through final concrete placement.

- GDOT FY16 Bridge Replacements Construction Manager for projects covering 25 counties replacing substandard bridges for local municipalities and counties. Responsible for day-today operations of inspection personnel and inspections for construction of 25 bridges released in five batches.
- GDOT D7 CEI Bridge Inspector responsible for roadway and bridge construction inspection. Provided direction and training in inspection techniques and proper project document to staff.
- Mitchell Street Bridge over Norfolk Southern Railway Senior Bridge Inspector for project in downtown Atlanta to replace the substandard bridge over railway.

Key Staff Workload Commitment

All work is managed from our Atlanta office. We have adequate staff and personnel to meet all anticipated workload requirements. With 100+ transportation professionals in Atlanta, our planning, design, environmental and specialty discipline staff can expand or contract to meet schedule and technical assignments. The availability below identifies key personnel to be assigned to this contract.

Key Personnel	Role	% Availability
Matt McDow	Project Manager	50
Keith Golden	Project Advisor	20
Joe Leoni	QC/QA Team	50
Mike Peppers	QC/QA & Discipline Lead	40
Doug Tilt	QC/QA Team	20
Bonnie Bynum	QC/QA & Discipline Lead	40
James McNabb	QC/QA Team	20
Ty Denning	Discipline Lead	50
Jody Peace	Discipline Lead	40
Zach Handec	Discipline Lead	30
Kristen Kasmire	Discipline Lead	40
Dwonna Smith	Discipline Lead	50
Mario Lataso	Discipline Lead	60

Organizational Chart

Our team's organization chart of all personnel including subconsultants is on the following page.







Proposal for RFP No. 19-500535 Engineering and Design Services for Public Works Transportation and Infrastructure Projects

QC/QA Team

Joe Leoni, PE – QA/QC Lead Mike Peppers, PLS - Survey Doug Tilt, PE – Traffic Engineering Bonnie Bynum – Environmental James McNabb, PE – Bridge/Structural

on	Land Surveying	Const Mgmt/Inspection
ad: (6)	Discipline Lead: Mike Peppers, PLS (1)	Discipline Lead: Mario Lataso (1)
1) 1) 1	Land Survey Lance Dutra (1) Gary Jessemer (1) Ron Pate, RLS (2) Erick Smith (3) Survey Crew Chiefs Mark Anderson (1) Scott Mills (1) George Angel (2) Chester Slaughter (3) Don Foon (3) Survey Instrument Operator Job Curington (2) Jason Martin (2) Roger Turner (3) GIS Mapping Pete Estes, GISP (1) Ryan Anderson (1)	Construction Management Tony Bradley, PE (1) James Skelly (1) Jeffrey Simmons (3) Construction Engineers Sean Nixon (2) Trey Reeves (2) Kassahun Girmay, PE (3) CEI Technicians Joseph Cookery (2) David Kazwah (2) Kassahun Girmay, PE (3) Ben Washington (3)

Railroad Coordination Joseph Schofield (1) Cost Estimation Reddy Gunda (1) Scheduling Antonio Gantt (1)



Consolidated Financial Statements

December 31, 2018 and 2017

(With Report of Independent Auditors Thereon)



Report of Independent Auditors

The Board of Directors ARCADIS U.S., INC.:

We have audited the accompanying consolidated financial statements of ARCADIS U.S., INC. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of comprehensive income, stockholder's equity, and cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly in all material respects, the financial position of ARCADIS U.S., INC. and its subsidiaries as of December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

D. Tricewaterhouse Coopers LLP

May 21, 2019

PricewaterhouseCoopers LLP, 1900 16th Street Suite 1600 Denver, CO 80202 T: (720) 931-7000, F: (720) 931-7100, www.pwc.com

Consolidated Balance Sheets

December 31, 2018 and 2017

(Dollar amounts in thousands)

$\begin{tabular}{ c c c c c c } \hline Current assets: & $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $
Property and equipment, net Goodwill and intangible assets $33,126$ $285,993$ $286,902$ $13,411$ $286,902$ $16,974$ Other assets $13,411$ $16,974$ Liabilities and Stockholder's Equity Current liabilities: Accounts payable $116,288$ $93,873$ $112,535$ Accrued expenses $112,535$ $93,873$ $70,960$ Related-party payables $134,878$ $126,556$ $126,556$ $134,878$ $126,556$ Related party - Income taxes payable $Deferred revenue$ $66,369$ $5,567$ $1,944$ Billings in excess of cost 0 ther current liabilities $3,353$ $2,038$ Total current liabilities $478,061$ $432,991$ Deferred revenue $-$ $1,028$ $2,577$ $16,059$ Deferred revenue $-$ $12,577$ $16,059$ Deferred revenue $-$ $12,577$ $16,059$ Deferred tax liabilities $30,130$ $29,663$ Other liabilities $4,310$ $8,697$
Goodwill and intangible assets $285,993$ $286,902$ Other assets $13,411$ $16,974$ Total assets $945,759$ $1,012,623$ Liabilities and Stockholder's EquityCurrent liabilities: Accounts payable $116,288$ $112,535$ Accounts payable $93,873$ $70,960$ Related-party payables $134,878$ $126,556$ Related-party payables $134,878$ $126,556$ Related party - Income taxes payable $66,369$ $63,967$ Deferred revenue $5,567$ $1,944$ Billings in excess of cost $3,353$ $2,038$ Total current liabilities $3,353$ $2,038$ Total current liabilities $478,061$ $432,991$ Deferred revenue $$ $1,028$ Deferred revenue $12,5777$ $16,059$ Deferred compensation $12,5777$ $16,059$ Deferred tax liabilities $30,130$ $29,663$ Other liabilities $4,310$ $8,697$
Liabilities and Stockholder's Equity Current liabilities: \$ 116,288 112,535 Accounts payable \$ 93,873 70,960 Accrued expenses 93,873 70,960 Related-party payables 134,878 126,556 Related party - Income taxes payable 66,369 63,967 Deferred revenue 5,567 1,944 Billings in excess of cost 57,733 54,991 Other current liabilities 3,353 2,038 Total current liabilities 478,061 432,991 Deferred revenue - 1,028 Deferred compensation 12,577 16,059 Deferred tax liabilities 30,130 29,663 Other liabilities 4,310 8,697
Current liabilities: $\begin{tabular}{lllllllllllllllllllllllllllllllllll$
Accounts payable\$ 116,288112,535Accrued expenses $93,873$ $70,960$ Related-party payables $134,878$ $126,556$ Related party - Income taxes payable $66,369$ $63,967$ Deferred revenue $5,567$ $1,944$ Billings in excess of cost $57,733$ $54,991$ Other current liabilities $3,353$ $2,038$ Total current liabilitiesDeferred revenue $$ Deferred revenue $$ $1,028$ Deferred compensation $12,577$ $16,059$ Deferred tax liabilities $30,130$ $29,663$ Other liabilities $4,310$ $8,697$
Commitments and contingencies (notes 6 and 12)
Stockholder's equity: Preferred stock, \$0.01 par value. Authorized, 1,000 shares; none issued — Common stock, \$0.01 par value. Authorized, 9,000 shares; issued 387 shares —
Additional paid-in capital371,017371,012
Retained earnings 49,664 153,173
Total stockholder's equity 420,681 524,185
\$ <u>945,759</u> 1,012,623

Consolidated Statements of Comprehensive Income

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

	 2018	2017
Gross revenue	\$ 1,254,703	1,163,757
Less outside services, at cost	 477,922	436,577
Net revenue from services	776,781	727,180
Personnel costs	579,561	541,395
Other operating expenses	135,410	125,271
Depreciation and amortization expense	 11,172	11,288
Income from operations	50,638	49,226
Other income (expense):		
Interest income	4,564	2,117
Interest expense	 (4,931)	(6,647)
Income from operations before provision for income		
taxes	50,271	44,696
Provision/(Benefit) for income taxes	 7,780	(5,262)
Net income	\$ 42,491	49,958

Consolidated Statements of Stockholder's Equity

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

	Comr	non	stock		Additional paid-in	Retained																															
	Shares		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount		capital	 e arnings	 Total
Balances at December 31, 2016	387	\$		\$	371,075	\$ 121,215	\$ 492,290																														
Net income Dividends Stock exercises and excess tax benefit			 		 (63)	49,958 (18,000) —	49,958 (18,000) (63)																														
Balances at December 31, 2017	387		_		371,012	153,173	524,185																														
Net income Dividends Stock exercises and excess tax benefit					5	 42,491 (146,000) —	 42,491 (146,000) 5																														
Balances at December 31, 2018	387	\$		\$	371,017	\$ 49,664	\$ 420,681																														

Consolidated Statements of Cash Flows

Years ended December 31, 2018 and 2017

(Dollar amounts in thousands)

		2018	2017
Cash flows provided by operating activities:			
Net income	\$	42,491	49,958
Adjustments to reconcile net income to net cash provided by			,
(used in) operating activities:			
Allowance on receivables		4,479	2,433
Depreciation and amortization		11,172	11,288
Deferred income taxes		467	(15,854)
Changes in assets and liabilities:			
Receivables		(24,220)	(18,787)
Other current assets		2,680	1,371
Other assets		3,563	1,468
Accounts payable		(21,776)	24,533
Accrued expenses		20,533	688
Billings in excess of cost		2,742	4,488
Income taxes payable		2,407	9,819
Deferred revenue		2,595	683
Deferred compensation		(3,482)	(1,469)
Other liabilities		(1,127)	1,408
Net cash provided by operating activities		42,524	72,027
Cash flows from investing activities:			
Capital expenditures		(12,237)	(7,992)
Proceeds from sale of property and equipment		224	79
Payments for acquisitions, net of cash received		(1,945)	(8,481)
ARCADIS cash pooling arrangement		85,000	(23,000)
Net cash provided by / (used in) investing activities		71,042	(39,394)
Cash flows from financing activity:			
Payment of dividends		(21,000)	(18,000)
Payment on Intercompany Loan		(91,149)	
Net cash used in financing activity		(112,149)	(18,000)
Net increase in cash and cash equivalents	_	1,417	14,633
Cash and cash equivalents, beginning of year		25,746	11,113
Cash and cash equivalents, end of year	\$	27,163	25,746
Cash and cash equivalents, end or year	Φ=	27,103	23,740
Non-cash investing and financing activities:			
Leasehold improvements paid by landlord	\$	2,380	3,380

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(1) Business and Summary of Significant Accounting Policies

(a) Description of Business

ARCADIS U.S., INC. and subsidiaries (the Company) provide a full spectrum of consulting, engineering, and contracting services in the public and private business sectors. The majority of the Company's revenue is generated in the United States. The Company is owned by ARCADIS North America, a Colorado general partnership (ANA). ANA is owned by ARCADIS N.V. (ARCADIS) and ARCADIS USA B.V. (a wholly owned subsidiary of ARCADIS). The Company is part of the ARCADIS group of companies. ARCADIS is a global environmental, water, infrastructure, and buildings firm based in the Netherlands. ARCADIS stock is traded on the Amsterdam Exchange.

(b) Principles of Consolidation and Intercompany Charges

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and those entities that the Company controls. The Company considers an entity to be under its control if it manages day-to-day operations or controls the activities that most significantly impact the entity's economic performance. All significant intercompany balances and transactions have been eliminated.

(c) Cash and Cash Equivalents

Cash equivalents include highly liquid short-term investments with original maturities of three months or less, readily convertible to known amounts of cash. The Company's policy is to invest cash in excess of operating requirements in highly liquid investments under the ARCADIS Cash Pooling Agreement.

Under the ARCADIS Cash Pooling Agreement, amounts the Company has deposited into its short-term investment account can be used to satisfy obligations of each other debtor (other ARCADIS Companies) under the agreements. As of December 31, 2018 and 2017, the Company had approximately \$9,882,000 and \$4,274,000, respectively, deposited into the account, which is classified as cash and cash equivalents in the accompanying consolidated balance sheets.

The cash and cash equivalents are exposed to concentrations of credit risk. The Company invests cash with high-credit quality institutions. Cash balances invested in money market accounts are not insured and cash balances held at banks may exceed the amount covered by Federal Depository Insurance. The Company has not realized any losses in such investments or accounts and believes that the Company is not exposed to any significant credit risk.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(d) Revenue and Cost Recognition

Revenue is generally recognized as services are rendered. Revenue from fixed fee contracts is recognized on the percentage of completion method, measured generally by estimating the status of completion of the project and recognizing the related estimated percentage of revenue and gross profit expected from the project. Revenue from cost-plus contracts is recognized as costs are incurred plus applicable fees. Revenue from time-and-material contracts is recognized at contract rates as work is performed and material costs are incurred. Revenue is recognized on additional services requested by clients for whom a formal change order has not been obtained when the realization is probable, and the amount can be reasonably estimated. Provisions for estimated losses on uncompleted contracts are recorded in the period when identified.

Gross revenue represents amounts billed and to be billed to clients. All direct subcontractor costs are recognized as outside services costs, which are deducted from gross revenue to arrive at net revenue in the consolidated statement of comprehensive income.

Unbilled fees, at estimated billable amounts, represent revenue recognized for which billings had not yet been presented to customers. Billings in excess of costs represent the excess of billings to date in excess of revenues recognized on contracts in progress. Deferred revenue represents cash collected in advance of billings.

Under contracts with the U.S. government and certain other government entities, contract costs, including indirect costs, are subject to audit by and adjustments by negotiations with government representatives. Revenue is recorded in amounts expected to be realized on final settlement of any such audits.

(e) Use of Estimates in Preparation of Financial Statements

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include accounting for long-term contracts, valuation of receivables, and determination of fair values of assets and liabilities acquired during a business combination. Actual results could differ from those estimates.

(f) Accounts Receivable

Accounts receivable includes billed receivables, unbilled receivables and retainage. Billed receivables are recorded at the invoiced amount and do not bear interest. Unbilled receivables represent reimbursable costs and amounts earned and reimbursable under contracts in progress. Retainage represents amounts withheld from progress billings by customers and may not be paid until the completion of a project and, in some instances, longer. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience and evaluation of specific past-due balances. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(g) Business Combinations

The Company accounts for business combinations using the purchase method. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed on the basis of their fair values at the date of acquisition. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets is allocated to goodwill. The transaction costs associated with business combinations are expensed as incurred.

(h) Goodwill and Intangible Assets

Goodwill represents the excess of costs over fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually. The Company reviews the fair value of the Company's reporting units compared to its carrying value (including goodwill). The Company performs a qualitative assessment of goodwill analyzing whether it is more likely than not that the fair value of its reporting units are less than the carrying amounts. If we determine that an impairment is more likely than not, we are then required to perform a quantitative impairment test, otherwise no further analysis is required. If the fair value of the reporting unit is less than its carrying value, an indication of goodwill impairment exists. An impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. Intangible assets with estimable useful lives, ranging from one to ten years, are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment along with the Company's long-lived assets (note 1(j)). No impairments were recorded for the years ended December 31, 2018 and 2017.

(i) **Property and Equipment**

Property and equipment are recorded at cost. Depreciation and amortization are computed for financial purposes on the straight-line method, while accelerated methods are used, where applicable, for tax purposes. Leasehold improvements are amortized over the shorter of the life of the related asset or the life of the lease. The costs of additions and improvements are capitalized and expenditures for repairs and maintenance are expensed as incurred. The costs and accumulated depreciation applicable to assets retired or otherwise disposed of are removed from the asset accounts and any gain or loss is included in the consolidated statements of operations. The following estimated useful lives are used for financial statement purposes:

Office equipment, furniture, and	
fixtures	3-8 years
Field equipment	3-7 years
Leasehold improvements	1 - 12 years

The Company leases various property and equipment. Leased property that meets certain criteria, as required by accounting standards, is capitalized and the present value of the related lease payments is recorded as a liability. All other leases are accounted for as operating leases and the related payments are expensed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life. Amortization of assets under capital leases is computed utilizing the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight shorter of the remaining the shorter of the remaining the straight shorter of the remaining the straight shorter of the remaining the shorter of the remainin

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(j) Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset less costs to sell. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary. No impairments were recorded for the years ended December 31, 2018 and 2017.

(k) Income Taxes

The Company is included in the consolidated tax return of ANA. The provision for income taxes are calculated by using a "separate return" method. Under this method, the Company is assumed to file a separate return with the tax authority, thereby reporting taxable income or loss and paying the applicable tax to or receiving the appropriate refund from ANA. The current provision is the amount of tax payable or refundable on the basis of a hypothetical, current-year separate return. Deferred tax assets and liabilities are recognized for the hypothetical future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

(1) Share-based Compensation

The Company participates in ARCADIS's share-based incentive plans. The fair value of the sharebased compensations at grant date under the ARCADIS long-term incentive plan is cross-charged to the Company on a quarterly basis, in the year of the grant. The Company records the compensation expense on a straight-line basis over the vesting period.

The tax benefit of Nonqualified Stock Options (NSOs) is recognized in the period in which the option is exercised. The tax benefit of Incentive Stock Options (ISOs) is recognized in the period the options are sold provided the option holder sells the exercised shares within 12 months of exercising the ISO.

(m) Financial Instruments

The recorded values of cash and cash equivalents, accounts receivable, related-party receivables, other current assets, accounts payable, and accrued expenses approximate fair values because of the short maturity of these instruments.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

New Accounting Pronouncements

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended by multiple standards updates. The pronouncement established a principles-based model that provides a single framework for recognizing revenue from contracts with customers. This guidance is effective for the Company for its annual period beginning January 1, 2019, with early adoption permitted for the annual reporting period beginning January 1, 2017. The Company is currently evaluating the potential impact of this guidance.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires entities that lease assets to recognize, on the balance sheet, the assets and liabilities for the rights and obligations created by those leases. This ASU will replace most existing leasing guidance in U.S. generally-accepted accounting principles when it becomes effective. This guidance is effective for the Company for its annual period beginning January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and expects the new guidance to significantly increase the reported assets and liabilities on its consolidated balance sheets.

Stock-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, *Compensation–Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which makes several modifications to the accounting for employee share-based payment transactions, including the requirement to recognize the income tax effects of awards that vest or settle as income tax expense. This guidance also clarifies the presentation of certain components of share-based awards in the statement of cash flows. This guidance is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual periods, and early adoption is permitted. Adoption of this ASU did not have a material effect on the Company's financial statements.

(2) Revision of Previously Issued Consolidated Financial Statements

In connection with the preparation of the Company's consolidated financial statements for the year ended December 31, 2018, the Company identified that it did not record certain unbilled receivables and related payables for subcontractors in the Company's previously issued consolidated financial statements as of and for the year ended December 31, 2017. The Company has concluded that the items were not material to any of its previously issued consolidated financial statements. However, the Company revised its consolidated financial statements as of and for the year ended December 31, 2017, the year ended December 31, 2018, to correct these immaterial items.

The following table summarizes the impact of the revision on our previously issued consolidated balance sheet as of the year ended December 31, 2017:

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

	31-Dec-17					
	As	Reported	Adj	ustments	As	s Revised
			(in th	ousands)		
Assets						
Current assets						
Accounts receivables, net	\$	313,249	\$	22,933	\$	336,182
Total current assets		656,818		22,933		679,751
Total assets	\$	989,690	\$	22,933	\$	1,012,623
Liabilities and Stockholder's Equity						
Current Liabilities						
Accounts payable	\$	89,602	\$	22,933	\$	112,535
Total current liabilities		410,058		22,933	_	432,991
Stockholder's equity						
Retained earnings		465,505		-		465,505
Total stockholder's equity	_	524,185		-		524,185
Total liabilities and stockholder's equity	\$	989,690	\$	22,933	\$	1,012,623

The table in Footnote 3 was also updated to reflect the revision to accounts receivables noted above.

(3) Accounts Receivable

Accounts receivable, including retainage of \$4,987,000 and \$3,476,000 in 2018 and 2017, respectively, consisted of the following at December 31, 2018 and 2017 (amounts in thousands):

	 2018	2017
Accounts receivable, including retainages Unbilled receivables at estimated billable amounts	\$ 217,575 149,117	188,238 154,728
Total	366,692	342,966
Less allowance for doubtful accounts	 11,180	6,784
	\$ 355,512	336,182

For certain larger and long-term contracts, the Company requires a portion of the contract value be deposited in an escrow account. As of December 31, 2018 and 2017, amounts deposited in escrow, which the Company does not have ownership of or control over and are not recorded in the accompanying consolidated balance sheets, were approximately \$6,279,000 and \$6,563,000, respectively.

(4) Fair Value Measurements

The Company determines the fair values of the financial instruments based on inputs or assumptions that market participants would use in pricing an asset or liability. Instruments are categorized using a valuation hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Included in other assets are deferral amounts related to the Company's executive deferral plan, see note 8(b). Assets held in this plan are measured using unadjusted quoted market prices in active markets (Level 1). There were no transfers between fair values hierarchy levels in 2018 and 2017.

(5) **Property and Equipment**

Property and equipment consisted of the following at December 31, 2018 and 2017 (amounts in thousands):

	 2018	2017
Office equipment, furniture, and fixtures	\$ 60,883	56,530
Field equipment	11,601	9,629
Leasehold improvements	 28,822	22,311
Total cost	101,306	88,470
Less accumulated depreciation and amortization	 68,180	59,474
	\$ 33,126	28,996

(6) Leases

The Company is obligated under noncancelable operating leases covering its office space, vehicles, and office equipment. Future minimum annual lease payments under operating leases at December 31, 2018 are as follows (amounts in thousands):

Year ending December 31:	
2019	\$ 22,890
2020	19,437
2021	14,349
2022	7,611
2023 and thereafter	 8,735
	\$ 73,022

Rent expense was approximately \$19,686,000 and \$22,670,000 for the years ended December 31, 2018 and 2017, respectively, and was recorded in other operating expenses on the consolidated statements of comprehensive income.
Notes to Consolidated Financial Statements

December 31, 2018 and 2017

(7) Income Taxes

Income tax expense from operations consisted of the following for the years ended December 31, 2018 and 2017 (amounts in thousands):

	_	2018	2017
Current: Federal State	\$	6,434 879	7,051 3,677
	_	7,313	10,728
Deferred: Federal State		346 121	(15,762) (228)
		467	(15,990)
	\$	7,780	(5,262)

Income tax expense for the years ended December 31, 2018 and 2017 is computed by applying the federal statutory rate of 21% and 35%, respectively, to income from operations before provision for income taxes as follows (amounts in thousands):

	 2018	2017
Computed at federal statutory rate	\$ 10,557	15,644
State income taxes, net of federal benefit	2,705	1,979
Tax credits, deduction for tax purposes	(5,327)	(10,554)
Nondeductible expenses	(155)	2,339
Change in tax rate	 	(14,670)
	\$ 7,780	(5,262)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2018 and 2017 are as follows (amounts in thousands):

	 2018	2017
Deferred tax assets (liabilities):		
Allowance for doubtful accounts	\$ 2,949	1,790
Deferred compensation	2,990	3,909
Accrued expense and other	9,507	10,464
Unbilled services	(14,714)	(20,231)
Depreciation	(2,935)	(1,215)
Goodwill and intangible assets	 (27,927)	(24,380)
Net deferred tax liability	\$ (30,130)	(29,663)

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

For the years ended December 31, 2018 and 2017, the Company recognized a tax benefit of approximately \$(5,000) and \$(63,000), respectively, related to NSOs, including disqualified dispositions of ISOs. This amount was recorded as a reduction to income taxes payable with a corresponding credit to additional paid-in capital.

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 ("TCJA") was enacted. Among other things, the TCJA, beginning January 1, 2018, reduced the federal statutory rate from 35% to 21% and extended bonus depreciation provisions. In addition, the application of net operating loss carryforwards generated in 2018 and beyond will be limited, 100% asset expensing will be allowed through 2022 and begin to phase out in 2023, and the amount of interest expense we are able deduct may also be limited in future years. As a result of the enactment of TCJA and other state effective rate changes, we reduced the carrying value of our net deferred tax liability at December 31, 2017 by \$14.7 million to reflect the revised federal statutory rate which will be in effect at the time those deferred tax assets are expected to be realized. Effective for tax years beginning after December 31, 2017, new Section 451(b) all events test amends IRC §451 to require accrual method taxpayers to recognize income for tax purposes no later than the year in which revenue is recognized for book purposes; as such, the company's deferred tax liability for unbilled revenue will be recognized ratable over the next four years.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods, which the deferred tax assets are deductible, and the scheduled reversal of timing differences, management believes it is more likely than not the Company will realize the benefits of these deductible differences.

As of December 31, 2018, the Company had \$8,623,000 of unrecognized tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12 month period from the balance sheet date. With the normal closures of statutes of limitations, the Company anticipates that the amount of unrecognized tax benefits will not materially change within the next 12 months. With limited exceptions, the Company is no longer subject to U.S. (including federal, state, and local) or non-U.S. income tax examinations by tax authorities for years before fiscal year 2015.

The Company files consolidated federal and state income tax returns. Periodically, the Company is subject to tax examinations however, such examinations are not anticipated to result in a material change to its financial position.

(8) Employee Benefit Plan

(a) Retirement Savings Plan

The Company maintains a contributory retirement savings plan for substantially all employees under Section 401(k) of the Internal Revenue Code. Under this plan, the Company provides a matching contribution in addition to employee's contributions up to a maximum of 4% of the employee's annual base compensation.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Contributions under this plan for the years ended December 31, 2018 and 2017 totaled approximately \$17,225,000 and \$16,568,000, respectively.

(b) Deferred Compensation

The Company has an executive deferral plan (the Plan). Under the Plan, participants, as determined by the Company's CEO, may defer annual amounts, which are computed as a percentage of the participant's compensation. These amounts plus investment earnings, as defined, are held in an investment account and will be paid to the participant, generally upon leaving the Company for retirement or other reasons as defined by the Plan. At December 31, 2018 and 2017, approximately \$12,577,000 and \$16,059,000, respectively, is included in the investment account, which is included in other assets in the accompanying consolidated balance sheets. The associated liability of approximately the same amount is recorded as deferred compensation liability in the accompanying consolidated balance sheets.

(c) Share-based Compensation

ARCADIS maintains a long-term incentive plan (2014 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards, and restricted share unit awards (RSU) to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2014 Plan is 10,000,000. In 2018 and 2017, shares under the LTIP were solely granted in the form of RSUs. Share-based compensation cost from the 2014 plan included in income from operations amounted to \$1,988,000 and \$2,045,000 for the years ended December 31, 2018 and 2017, respectively. Total remaining compensation costs related to RSUs outstanding at December 31, 2018 was \$2,620,000. Such cost is expected to be recognized over a weighted average period of 1.7 years.

ARCADIS maintains a long-term incentive plan (2010 Plan), which provides for the issuance of ISOs, stock appreciation rights, restricted share awards, and RSUs to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2010 Plan is 10,000,000. As of December 31, 2018 and 2017, employees of the Company held options to purchase approximately 319,000 and 378,000 shares, respectively, of ARCADIS common stock, of which all were vested.

ARCADIS maintains a long-term incentive plan (2005 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2005 Plan is 7,500,000 with an annual maximum of 1,800,000 shares. As of December 31, 2018 and 2017, employees of the Company held options to purchase approximately 211,000 and 262,000 shares, respectively, of ARCADIS common stock, of which all were vested.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

The following summarizes stock option activity for the years ended December 31, 2018 and 2017:

	options	price	term (years)
Balance at December 31, 2016	1,064,000 \$	20.86	3.36
Exercised	(265,000)	18.97	—
Canceled/transferred	(158,000)	25.56	—
Balance at December 31, 2017	641,000	20.48	3.02
Exercised	(63,000)	19.41	
Canceled/transferred	(48,000)	20.23	
Balance at December 31, 2018	530,000	20.63	2.08

The total intrinsic value of options exercised during the years ended December 31, 2018 and 2017 was \$208,000 and \$1,542,000, respectively.

(9) Goodwill and Other Intangible Assets

(a) Amortizable Intangible Assets

		December 31, 2018		December	er 31, 2017	
	_	Gross carrying Accumulated amount amortization		Gross carrying amount	Accumulated amortization	
Intangible Assets	\$	12,754,000	(11,973,000)	12,754,000	(11,064,000)	

Aggregate amortization expense for amortizing intangible assets was \$909,000 and \$624,000 for the years ended December 31, 2018 and 2017, respectively. Estimated amortization expense for the next five years is: \$781,000 in 2019.

(b) Goodwill

The carrying amount of goodwill as of December 31, 2018 and 2017 was \$285,212,000.

(10) Acquisitions

On July 26, 2017, the Company acquired all of the issued share capital of E2 ManageTech, Inc. (E2). E2 is a globally recognized Environmental Management Information Systems (EMIS) implementation firm. As a result of the acquisition, the Company expanded its existing EMIS business adding critical capabilities to be top EMIS provider and to scale to a market leading position. The aggregate cost of E2 was approximately \$15,274,000, including deferred payments of \$6,000,000. The deferred payment represents additional acquisition consideration based on certain performance targets over a three-year period through March 1, 2020. The purchase resulted in goodwill of approximately \$12,028,000, which was assigned to the environment management reporting unit. The goodwill is deductible for tax purposes.

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Following is a summary of the estimated fair values of the assets acquired and the liabilities assumed as of the date of acquisition (amounts in thousands):

Cash S Accounts receivable, net Property and equipment Goodwill Intangible assets Other assets	\$ 793 2,856 63 12,028 1,890 98
Total assets acquired	17,728
Accounts payable and accrued expenses Other liabilities	2,447 6,007
Total liabilities assumed	8,454
Net assets acquired	\$ 9,274

(11) Supplemental Cash Flow Information

Approximately \$4,981,000 and \$6,647,000, respectively, was paid for interest during 2018 and 2017. Cash paid for income taxes, net of refunds received, was approximately \$4,044,000 in 2018 and \$167,000 in 2017.

The Company declared a special dividend of \$125,000,000 in December 2018 which was paid in Q1 2019.

(12) Commitments and Contingencies

The Company is contingently liable for commitments and performance guarantees arising from its contracts. Certain fixed price contracts include a contractual requirement that the Company remediate contaminated soil and/or ground water to levels acceptable by the cognizant regulatory agency. Some of our contracts require us to provide surety bonds to support the Company's project execution commitments.

The Company, in the ordinary course of its business, has been named as a party to litigation and has been advised of claims and possible assertions arising from work it performed. Management believes that, based upon analysis of the facts underlying these matters and upon opinions of in-house and outside counsel, the outcome of such claims, litigation, and assertions will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

(13) Related Parties

The Company has a short-term receivable from its parent related to the ARCADIS cash pooling agreement. Under the agreement, short-term deposits are transferred to ARCADIS and are generally settled in less than 30 days. As of December 31, 2018 and 2017, the Company had approximately \$215,000,000 and \$300,000,000, respectively, receivable from its parent, which is classified in related-party receivables in the accompanying consolidated balance sheets.

As of December 31, 2017, the Company had an outstanding loan with its parent in the amount of approximately \$91,149,000. This amount was paid back in 2018. The interest rate on the loan was 7% per

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

annum, payable quarterly in arrears. This amount is classified in related-party payables in the accompanying consolidated balance sheet.

ARCADIS charges the Company an HQ support service fee and royalty fee. During the years ended December 31, 2018 and 2017, total ARCADIS charges were approximately \$31,762,000 and \$21,765,000, respectively, and are classified in other operating expenses in the accompanying consolidated statements of comprehensive income.

The Company enters into transaction on an arm's length basis with ARCADIS and its subsidiaries which comprise of operational project related transactions and other transactions in the normal course of business activities. For the years ended December 31, 2018 and 2017, the company recognized revenue from affiliates of approximately \$5,815,000 and \$5,870,000, respectively, and incurred expenses with affiliates of approximately \$12,145,000 and \$8,487,000, respectively.

(14) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through May 21, 2019, the date at which the consolidated financial statements were available to be issued, and determined there were no items to disclose.

Consolidated Financial Statements

December 31, 2017 and 2016

(With Independent Auditors' Report Thereon)



Report of Independent Auditors

The Board of Directors ARCADIS U.S., INC.:

We have audited the accompanying consolidated financial statements of ARCADIS U.S., INC. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of comprehensive income, stockholder's equity, and cash flows for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of ARCADIS U.S., INC. and its subsidiaries as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

P. Tricemeterhouse Coopers LLP

April 9, 2018

Consolidated Balance Sheets

December 31, 2017 and 2016

(Dollar amounts in thousands)

Assets		2017	2016
Current assets: Cash and cash equivalents Accounts receivable, net Related-party receivables Other current assets	\$	25,746 313,249 305,361 12,462	11,113 315,577 283,756 13,766
Total current assets		656,818	624,212
Property and equipment, net Goodwill and intangible assets Other assets		28,996 286,902 16,974	28,304 273,608 18,411
Total assets	\$	989,690	944,535
Liabilities and Stockholder's Equity			
Current liabilities: Accounts payable Accrued expenses Related-party payables Related party - Income taxes payable Deferred revenue Billings in excess of cost Other current liabilities	\$	89,602 70,960 126,556 63,967 1,944 54,991 2,038	106,755 65,333 16,373 54,071 902 50,503 750
Total current liabilities		410,058	294,687
Deferred revenue Deferred compensation Related-party payables Deferred tax liabilities Other liabilities		1,028 16,059 29,663 8,697	670 17,528 91,149 45,657 2,554
Total liabilities	_	465,505	452,245
Commitments and contingencies (notes 5 and 10)			
Stockholder's equity: Preferred stock, \$0.01 par value. Authorized, 1,000 shares; none issued Common stock, \$0.01 par value. Authorized, 9,000 shares; issued		_	_
387 shares Additional paid-in capital Retained earnings Accumulated other comprehensive loss – foreign currency translation adjustment		371,012 153,173	371,075 121,215
Total stockholder's equity		524,185	492,290
	\$	989,690	944,535

Consolidated Statements of Comprehensive Income

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	_	2017	2016
Gross revenue Less outside services, at cost	\$	1,163,757 436,577	1,176,857 468,014
Net revenue from services		727,180	708,843
Personnel costs Other operating expenses Depreciation and amortization expense		541,395 125,271 11,288	530,586 128,075 10,473
Income from operations		49,226	39,709
Other income (expense): Interest income Interest expense	_	2,117 (6,647)	662 (6,810)
Income from operations before provision for income taxes		44,696	33,561
Provision/(Benefit) for income taxes		(5,262)	13,935
Net income		49,958	19,626
Other comprehensive income, net of tax: Foreign currency translation adjustments	_		339
Net comprehensive income	\$	49,958	19,965

Consolidated Statements of Stockholder's Equity

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	Common	stock	Additional paid-in	Retained	Accumulated other comprehensive	
	Shares	Amount	capital	earnings	loss	Total
Balances at December 31, 2015	387 \$		371,044	120,589	(339)	491,294
Net income			—	19,626		19,626
Foreign currency translation adjustment		—	_	_	339	339
Cash dividends		—		(19,000)		(19,000)
Stock exercises and excess tax benefit			31			31
Balances at December 31, 2016	387		371,075	121,215	—	492,290
Net income	_			49,958	_	49,958
Cash dividends				(18,000)		(18,000)
Stock exercises and excess tax benefit			(63)			(63)
Balances at December 31, 2017	387 \$		371,012	153,173		524,185

Consolidated Statements of Cash Flows

Years ended December 31, 2017 and 2016

(Dollar amounts in thousands)

	_	2017	2016
Cash flows provided by operating activities:			
Net income	\$	49,958	19,626
Adjustments to reconcile net income to net cash provided by			
(used in) operating activities:			
Allowance on receivables		2,433	536
Depreciation and amortization		11,288	10,473
Deferred income taxes		(15,854)	10,251
Stock-based compensation expense			73
Changes in assets and liabilities:			
Receivables		4,146	4,156
Other current assets		1,371	(339)
Other assets		1,468	2,659
Accounts payable		1,600	(21,249)
Accrued expenses		688	(1,104)
Billings in excess of cost		4,488	11,508
Income taxes payable		9,819	(948)
Deferred revenue		683	(661)
Deferred compensation Other liabilities		(1,469) 1,408	(2,477) 838
Other habilities		1,400	030
Net cash provided by operating activities	_	72,027	33,342
Cash flows from investing activities:			
Capital expenditures		(7,992)	(11,041)
Proceeds from sale of property and equipment		79	148
Payments for acquisitions, net of cash received		(8,481)	—
ARCADIS cash pooling arrangement	_	(23,000)	(282,242)
Net cash used in investing activities	_	(39,394)	(293,135)
Cash flows from financing activity:			
Payment of dividends	_	(18,000)	(19,000)
Net cash used in financing activity		(18,000)	(19,000)
Effect of exchange rate changes on cash	_		339
Net increase (decrease) in cash and cash equivalents		14,633	(278,454)
Cash and cash equivalents, beginning of year	_	11,113	289,567
Cash and cash equivalents, end of year	\$	25,746	11,113

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(1) Business and Summary of Significant Accounting Policies

(a) Description of Business

ARCADIS U.S., INC. and subsidiaries (the Company) provide a full spectrum of consulting, engineering, and contracting services in the public and private business sectors. The majority of the Company's revenue is generated in the United States. The Company is owned by ARCADIS North America, a Colorado general partnership (ANA). ANA is owned by ARCADIS N.V. (ARCADIS) and ARCADIS USA B.V. (a wholly owned subsidiary of ARCADIS). The Company is part of the ARCADIS group of companies. ARCADIS is a global environmental, water, infrastructure, and buildings firm based in the Netherlands. ARCADIS stock is traded on the Amsterdam Exchange.

(b) Principles of Consolidation and Intercompany Charges

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and those entities that the Company controls. The Company considers an entity to be under its control if it manages day-to-day operations or controls the activities that most significantly impact the entity's economic performance. All significant intercompany balances and transactions have been eliminated.

(c) Cash and Cash Equivalents

Cash equivalents include highly liquid short-term investments with original maturities of three months or less, readily convertible to known amounts of cash. The Company's policy is to invest cash in excess of operating requirements in highly liquid investments under the ARCADIS Cash Pooling Agreement.

Under the ARCADIS Cash Pooling Agreement, amounts the Company has deposited into its short-term investment account can be used to satisfy obligations of each other debtor (other ARCADIS Companies) under the agreements. As of December 31, 2017 and 2016, the Company had approximately \$4,274,000 and \$332,000, respectively, deposited into the account, which is classified as cash and cash equivalents in the accompanying consolidated balance sheets.

The cash and cash equivalents are exposed to concentrations of credit risk. The Company invests cash with high-credit quality institutions. Cash balances invested in money market accounts are not insured and cash balances held at banks may exceed the amount covered by Federal Depository Insurance. The Company has not realized any losses in such investments or accounts and believes that the Company is not exposed to any significant credit risk.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(d) Revenue and Cost Recognition

Revenue is generally recognized as services are rendered. Revenue from fixed fee contracts is recognized on the percentage of completion method, measured generally by estimating the status of completion of the project and recognizing the related estimated percentage of revenue and gross profit expected from the project. Revenue from cost-plus contracts is recognized as costs are incurred plus applicable fees. Revenue from time-and-material contracts is recognized at contract rates as work is performed and material costs are incurred. Revenue is recognized on additional services requested by clients for whom a formal change order has not been obtained when the realization is probable and the amount can be reasonably estimated. Provisions for estimated losses on uncompleted contracts are recorded in the period when identified.

Gross revenue represents amounts billed and to be billed to clients. All direct subcontractor costs are recognized as outside services costs, which are deducted from gross revenue to arrive at net revenue in the consolidated statement of comprehensive income.

Unbilled fees, at estimated billable amounts, represent revenue recognized for which billings had not yet been presented to customers. Billings in excess of costs represent the excess of billings to date in excess of revenues recognized on contracts in progress. Deferred revenue represents cash collected in advance of billings.

Under contracts with the U.S. government and certain other government entities, contract costs, including indirect costs, are subject to audit by and adjustments by negotiations with government representatives. Revenue is recorded in amounts expected to be realized on final settlement of any such audits.

(e) Use of Estimates in Preparation of Financial Statements

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include accounting for long-term contracts, valuation of receivables, and determination of fair values of assets and liabilities acquired during a business combination. Actual results could differ from those estimates.

(f) Accounts Receivable

Accounts receivable includes billed receivables, unbilled receivables and retainage. Billed receivables are recorded at the invoiced amount and do not bear interest. Unbilled receivables represent reimbursable costs and amounts earned and reimbursable under contracts in progress. Retainage represents amounts withheld from progress billings by customers and may not be paid until the completion of a project and, in some instances, longer. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience and evaluation of specific past-due balances. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(g) Business Combinations

The Company accounts for business combinations using the purchase method. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed on the basis of their fair values at the date of acquisition. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets is allocated to goodwill. The transaction costs associated with business combinations are expensed as incurred.

(h) Goodwill and Intangible Assets

Goodwill represents the excess of costs over fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually. The Company reviews the fair value of the Company's reporting units compared to its carrying value (including goodwill). The Company performs a qualitative assessment of goodwill analyzing whether it is more likely than not that the fair value of its reporting units are less than the carrying amounts. If we determine that an impairment is more likely than not, we are then required to perform a quantitative impairment test, otherwise no further analysis is required. If the fair value of the reporting unit is less than its carrying value, an indication of goodwill impairment exists. An impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. Intangible assets with estimable useful lives, ranging from one to ten years, are amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment along with the Company's long-lived assets (note 1(j)). No impairments were recorded for the years ended December 31, 2017 and 2016.

(i) **Property and Equipment**

Property and equipment are recorded at cost. Depreciation and amortization are computed for financial purposes on the straight-line method, while accelerated methods are used, where applicable, for tax purposes. Leasehold improvements are amortized over the shorter of the life of the related asset or the life of the lease. The costs of additions and improvements are capitalized and expenditures for repairs and maintenance are expensed as incurred. The costs and accumulated depreciation applicable to assets retired or otherwise disposed of are removed from the asset accounts and any gain or loss is included in the consolidated statements of operations. The following estimated useful lives are used for financial statement purposes:

Office equipment, furniture, and	
fixtures	3-8 years
Field equipment	3-7 years
Leasehold improvements	1-12 years

The Company leases various property and equipment. Leased property that meets certain criteria, as required by accounting standards, is capitalized and the present value of the related lease payments is recorded as a liability. All other leases are accounted for as operating leases and the related payments are expensed utilizing the straight-line method over the shorter of the remaining lease term or the estimated useful life. Amortization of assets under capital leases is computed utilizing the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight-line method over the shorter of the remaining the straight shorter of the remaini

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(j) Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset less costs to sell. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary. No impairments were recorded for the years ended December 31, 2017 and 2016.

(k) Income Taxes

The Company is included in the consolidated tax return of ANA. The provision for income taxes are calculated by using a "separate return" method. Under this method, the Company is assumed to file a separate return with the tax authority, thereby reporting taxable income or loss and paying the applicable tax to or receiving the appropriate refund from ANA. The current provision is the amount of tax payable or refundable on the basis of a hypothetical, current-year separate return. Deferred tax assets and liabilities are recognized for the hypothetical future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

(1) Share-based Compensation

The Company participates in ARCADIS's share-based incentive plans. The fair value of the sharebased compensations at grant date under the ARCADIS long-term incentive plan is cross-charged to the Company on a quarterly basis, in the year of the grant. The Company records the compensation expense on a straight-line basis over the vesting period.

The tax benefit of Nonqualified Stock Options (NSOs) is recognized in the period in which the option is exercised. The tax benefit of Incentive Stock Options (ISOs) is recognized in the period the options are sold provided the option holder sells the exercised shares within 12 months of exercising the ISO.

(m) Financial Instruments

The recorded values of cash and cash equivalents, accounts receivable, related-party receivables, other current assets, accounts payable, and accrued expenses approximate fair values because of the short maturity of these instruments.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

New Accounting Pronouncements

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended by multiple standards updates. The pronouncement established a principles-based model that provides a single framework for recognizing revenue from contracts with customers. This guidance is effective for the Company for its annual period beginning January 1, 2019, with early adoption permitted for the annual reporting period beginning January 1, 2017. The Company is currently evaluating the potential impact of this guidance.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires entities that lease assets to recognize, on the balance sheet, the assets and liabilities for the rights and obligations created by those leases. This ASU will replace most existing leasing guidance in U.S. generally-accepted accounting principles when it becomes effective. This guidance is effective for the Company for its annual period beginning January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and expects the new guidance to significantly increase the reported assets and liabilities on its consolidated balance sheets.

Stock-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, *Compensation–Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which makes several modifications to the accounting for employee share-based payment transactions, including the requirement to recognize the income tax effects of awards that vest or settle as income tax expense. This guidance also clarifies the presentation of certain components of share-based awards in the statement of cash flows. This guidance is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual periods, and early adoption is permitted. The Company is evaluating the effect that ASU No. 2016-09 will have on its Consolidated Financial Statements and related disclosures.

Income Taxes

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes.* This guidance eliminates the current requirement for an entity to separate deferred income tax liabilities and assets into current and long-term amounts in a classified balance sheet. Instead, this guidance requires deferred tax liabilities, deferred tax assets and valuation allowances be classified as long-term in a classified balance sheet. This ASU is effective for annual reporting periods beginning after December 15, 2017 and interim periods within those annuals periods. Early adoption is permitted. The Company chose to adopt ASU No. 2015-17 as of the fiscal year ended December 31, 2016.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(2) Accounts Receivable

Accounts receivable, including retainage of \$3,476,000 and \$2,448,000 in 2017 and 2016, respectively, consisted of the following at December 31, 2017 and 2016 (amounts in thousands):

	 2017	2016
Accounts receivable, including retainages Unbilled receivables at estimated billable amounts	\$ 188,238 131,795	174,261 146,660
Total	320,033	320,921
Less allowance for doubtful accounts	 6,784	5,344
	\$ 313,249	315,577

For certain larger and long-term contracts, the Company requires a portion of the contract value be deposited in an escrow account. As of December 31, 2017 and 2016, amounts deposited in escrow, which the Company does not have ownership of or control over and are not recorded in the accompanying consolidated balance sheets, were approximately \$6,563,000 and \$7,893,000, respectively.

(3) Fair Value Measurements

The Company determines the fair values of the financial instruments based on inputs or assumptions that market participants would use in pricing an asset or liability. Instruments are categorized using a valuation hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Included in other assets are deferral amounts related to the Company's executive deferral plan, see note 7(b). Assets held in this plan are measured using unadjusted quoted market prices in active markets (Level 1). There were no transfers between fair values hierarchy levels in 2017 and 2016.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(4) **Property and Equipment**

Property and equipment consisted of the following at December 31, 2017 and 2016 (amounts in thousands):

	2017		2016	
Office equipment, furniture, and fixtures Field equipment Leasehold improvements	\$	56,530 9,629 22,311	87,698 10,353 25,038	
Total cost		88,470	123,089	
Less accumulated depreciation and amortization		59,474	94,785	
	\$	28,996	28,304	

(5) Leases

The Company is obligated under noncancelable operating leases covering its office space, vehicles, and office equipment. Future minimum annual lease payments under operating leases at December 31, 2017 are as follows (amounts in thousands):

Year ending December 31:	
2018	\$ 19,187
2019	15,284
2020	11,600
2021	4,717
2022 and thereafter	 5,310
	\$ 56,098

Rent expense was approximately \$22,670,000 and \$27,838,000 for the years ended December 31, 2017 and 2016, respectively, and was recorded in other operating expenses on the consolidated statements of comprehensive income.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

(6) Income Taxes

Income tax expense from operations consisted of the following for the years ended December 31, 2017 and 2016 (amounts in thousands):

	201	2016
Current: Federal State		7,051 2,875 3,677 659
	1	0,728 3,534
Deferred: Federal State	(1	5,762) 8,604 (228) 1,797
	(1.	5,990) 10,401
	\$(5,262) 13,935

Income tax expense for the years ended December 31, 2017 and 2016 is computed by applying the federal statutory rate of 35% to income from operations before provision for income taxes as follows (amounts in thousands):

	2		2016
Computed at federal statutory rate	\$	15,644	11,746
State income taxes, net of federal benefit		1,979	1,486
Tax credits, deduction for tax purposes		(10,554)	(275)
Nondeductible expenses		2,339	993
Change in tax rate		(14,670)	
Other, net			(15)
	\$	(5,262)	13,935

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2017 and 2016 are as follows (amounts in thousands):

	2017		2016	
Deferred tax assets (liabilities):				
Allowance for doubtful accounts	\$	1,790	1,725	
Deferred compensation		3,909	6,708	
Accrued expense and other		10,464	15,465	
Unbilled services		(20,231)	(37,532)	
Depreciation		(1,215)	(841)	
Goodwill and intangible assets		(24,380)	(31,182)	
Net deferred tax liability	\$	(29,663)	(45,657)	

For the years ended December 31, 2017 and 2016, the Company recognized a tax benefit of approximately \$(63,000) and \$31,000, respectively, related to NSOs, including disqualified dispositions of ISOs. This

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

amount was recorded as a reduction to income taxes payable with a corresponding credit to additional paid-in capital.

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 ("TCJA") was enacted. Among other things, the TCJA, beginning January 1, 2018, reduced the federal statutory rate from 35% to 21% and extended bonus depreciation provisions. In addition, the application of net operating loss carryforwards generated in 2018 and beyond will be limited, 100% asset expensing will be allowed through 2022 and begin to phase out in 2023, and the amount of interest expense we are able deduct may also be limited in future years. As a result of the enactment of TCJA and other state effective rate changes, we reduced the carrying value of our net deferred tax liability by \$14.7 million to reflect the revised federal statutory rate which will be in effect at the time those deferred tax liabilities are expected to be reverse. The TCJA contains many provisions which will be clarified through new regulations expected to be issued during 2018. As of December 31, 2017, we have not completed the accounting for the tax effects of the TCJA; however, we have made reasonable estimates on our existing deferred tax balances. In addition, we expect the states to consider new statutory provisions related to the enactment of the TCJA during 2018 as well. We will record the impact, if any, of any newly issued regulations, as well as clarifications of the TCJA, as a discrete adjustment to our income tax provision in 2018.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods, which the deferred tax assets are deductible, and the scheduled reversal of timing differences, management believes it is more likely than not the Company will realize the benefits of these deductible differences.

As of December 31, 2017, the Company had \$7,957,000 of unrecognized tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12 month period from the balance sheet date. With the normal closures of statutes of limitations, the Company anticipates that the amount of unrecognized tax benefits will not materially change within the next 12 months. With limited exceptions, the Company is no longer subject to U.S. (including federal, state, and local) or non-U.S. income tax examinations by tax authorities for years before fiscal year 2014.

The Company files consolidated federal and state income tax returns. Periodically, the Company is subject to tax examinations however, such examinations are not anticipated to result in a material change to its financial position.

(7) Employee Benefit Plan

(a) Retirement Savings Plan

The Company maintains a contributory retirement savings plan for substantially all employees under Section 401(k) of the Internal Revenue Code. Under this plan, the Company provides a matching contribution in addition to employee's contributions up to a maximum of 4% of the employee's annual base compensation.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

Contributions under this plan for the years ended December 31, 2017 and 2016 totaled approximately \$16,568,000 and \$15,594,000, respectively.

(b) Deferred Compensation

The Company has an executive deferral plan (the Plan). Under the Plan, participants, as determined by the Company's CEO, may defer annual amounts, which are computed as a percentage of the participant's compensation. These amounts plus investment earnings, as defined, are held in an investment account and will be paid to the participant, generally upon leaving the Company for retirement or other reasons as defined by the Plan. At December 31, 2017 and 2016, approximately \$16,059,000 and \$17,528,000, respectively, is included in the investment account, which is included in other assets in the accompanying consolidated balance sheets. The associated liability of approximately the same amount is recorded as deferred compensation liability in the accompanying consolidated balance sheets.

(c) Share-based Compensation

ARCADIS maintains a long-term incentive plan (2014 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards, and restricted share unit awards (RSU) to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2014 Plan is 10,000,000. In 2017 and 2016, shares under the LTIP were solely granted in the form of RSUs. Share-based compensation cost from the 2014 plan included in income from operations amounted to \$2,045,000 and \$1,681,000 for the years ended December 31, 2017 and 2016, respectively. Total remaining compensation costs related to RSUs outstanding at December 31, 2017 was \$3,173,000. Such cost is expected to be recognized over a weighted average period of 2.0 years.

ARCADIS maintains a long-term incentive plan (2010 Plan), which provides for the issuance of ISOs, stock appreciation rights, restricted share awards, and RSUs to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2010 Plan is 10,000,000. As of December 31, 2017 and 2016, employees of the Company held options to purchase approximately 378,000 and 475,000 shares, respectively, of ARCADIS common stock, of which all were vested.

ARCADIS maintains a long-term incentive plan (2005 Plan), which provides for the issuance of ISOs, stock appreciation rights, and restricted share awards to employees of ARCADIS and its subsidiaries. The granting of shares, or rights to shares, can be based on performance criteria as set by the ARCADIS Supervisory Board at an exercise price of not less than the fair market value of ARCADIS stock at the date of grant. Options vest three years after the date of grant and generally expire ten years from the date of grant. The total numbers of shares reserved and available for issuance pursuant to awards granted under the 2005 Plan is 7,500,000 with an annual maximum of 1,800,000 shares. As of December 31, 2017 and 2016, employees of the Company held options to purchase approximately 262,000 and 589,000 shares, respectively, of ARCADIS common stock, of which all were vested.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

The following summarizes stock option activity for the years ended December 31, 2017 and 2016:

	Number of options	Weighted average exercise price	Weighted average remaining term (years)
Balance at December 31, 2015 Exercised	1,287,000	20.73 17.01	4.30
Canceled/transferred	(94,000) (129,000)	22.41	
Balance at December 31, 2016 Exercised Canceled/transferred	1,064,000 (265,000) (158,000)	20.86 18.97 25.56	3.36
Balance at December 31, 2017	641,000	20.48	3.02

The total intrinsic value of options exercised during the years ended December 31, 2017 and 2016 was \$1,542,000 and \$261,000, respectively.

At December 31, 2016, there were no nonvested shares or unrecognized compensation cost related to share-based compensation arrangements granted under the 2010 and 2005 plans.

(8) Goodwill and Other Intangible Assets

(a) Amortizable Intangible Assets

		December 31, 2017		December	r 31, 2016
	_	Gross carrying amount	Accumulated amortization	Gross carrying amount	Accumulated amortization
Intantgible Assets	\$	12,754,000	(11,064,000)	10,864,000	(10,440,000)

Aggregate amortization expense for amortizing intangible assets was \$624,000 and \$326,000 for the years ended December 31, 2017 and 2016, respectively. Estimated amortization expense for the next five years is: \$909,000 in 2018 and \$781,000 in 2019.

(b) Goodwill

The carrying amount of goodwill as of December 31, 2017 and 2016 was \$285,212,000 and \$273,184,000, respectively.

(9) Acquisitions

On July 26, 2017, the Company acquired all of the issued share capital of E2 ManageTech, Inc. (E2). E2 is a globally recognized Environmental Management Information Systems (EMIS) implementation firm. As a result of the acquisition, the Company expanded its existing EMIS business adding critical capabilities to be top EMIS provider and to scale to a market leading position. The aggregate cost of E2 was approximately \$15,274,000, including deferred payments of \$6,000,000. The deferred payment represents additional acquisition consideration based on certain performance targets over a three-year period through March 1, 2020. The purchase resulted in goodwill of approximately \$12,028,000, which was assigned to the environment management reporting unit. The goodwill is deductible for tax purposes.

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

Following is a summary of the estimated fair values of the assets acquired and the liabilities assumed as of the date of acquisition (amounts in thousands):

	 E2
Cash	\$ 793
Accounts receivable, net	2,856
Property and equipment	63
Goodwill	12,028
Intangible assets	1,890
Other assets	 98
Total assets acquired	 17,728
Accounts payable and accrued expenses	2,447
Other liabilities	 6,007
Total liabilities assumed	 8,454
Net assets acquired	\$ 9,274
Net assets acquired	\$ 9,274

(10) Supplemental Cash Flow Information

Approximately \$6,647,000 and \$8,293,000, respectively, was paid for interest during 2017 and 2016. Cash (received)/paid for income taxes was approximately \$(167,000) in 2017 and \$8,232,000 in 2016.

(11) Commitments and Contingencies

The Company is contingently liable for commitments and performance guarantees arising from its contracts. Certain fixed price contracts include a contractual requirement that the Company remediate contaminated soil and/or ground water to levels acceptable by the cognizant regulatory agency. Some of our contracts require us to provide surety bonds to support the Company's project execution commitments.

The Company, in the ordinary course of its business, has been named as a party to litigation and has been advised of claims and possible assertions arising from work it performed. Management believes that, based upon analysis of the facts underlying these matters and upon opinions of in-house and outside counsel, the outcome of such claims, litigation, and assertions will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

(12) Related Parties

The Company has a short-term receivable from its parent related to the ARCADIS cash pooling agreement. Under the agreement, short-term deposits are transferred to ARCADIS and are generally settled in less than 30 days. As of December 31, 2017 and 2016, the Company had approximately \$300,000,000 and \$277,000,000, respectively, receivable from its parent, which is classified in related-party receivables in the accompanying consolidated balance sheets.

As of December 31, 2017 and 2016, the Company had an outstanding loan with its parent in the amount of approximately \$91,149,000. This amount is to be paid back on September 30, 2018. The interest rate on the loan is 7% per annum, payable quarterly in arrears. This amount is classified in related-party payables in the accompanying consolidated balance sheet.

ARCADIS charges the Company a management fee and platform services fee. During the years ended December 31, 2017 and 2016, total ARCADIS charges were approximately \$21,765,000 and \$23,932,000,

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

respectively, and are classified in other operating expenses in the accompanying consolidated statements of comprehensive income.

The Company enters into transaction on an arm's length basis with ARCADIS and its subsidiaries which comprise of operational project related transactions and other transactions in the normal course of business activities. For the years ended December 31, 2017 and 2016, the company recognized revenue from affiliates of approximately \$5,870,000 and \$7,133,000, respectively, and incurred expenses with affiliates of approximately \$8,487,000 and \$10,518,000, respectively.

(13) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 9, 2018, the date at which the consolidated financial statements were available to be issued, and determined there were no items to disclose.

ATTACHMENT C CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

certorin the type of service listed in the solicitation.					
Company Name	Contract Period				
DeKalb County Transportation Division	1998-Ongoing				
Contact Person Name and Title	Telephone Number (include area code)				
David W. Pelton, PE	770.492.5	223			
Complete Primary Address	City	State	Zip Code		
1950 West Exchange Place, Room 400	Tucker	GA	30084		
Email Address dwpelton@dekalbcountyga.gov	Fax Number (include area code)				
Project Name Engineering and Design Services for Public Wo	rks Transportati	ion and In	frastructure Projec		
Company Name	Contract Fen	ou			
GDOT Office of Program Delivery	2015-Ongoi	ing			
Contact Person Name and Title	Telephone Number (include area code)				
Cleopatra James, PMP - D1 Program Manager	404.631.15	46	,		
Complete Primary Address	City	State	Zip Code		
600 West Peachtree Street, 25th Floor	Atlanta	GA	30308		
Email Address cjames@dot.ga.gov	Fax Number	(include a	rea code)		
Project Name GDOT Region 1 Engineering Design Services					
Company Name City of Woodstock	Contract Peri 2016-Ongo				
Contact Person Name and Title Jeff Moon, City Manager	Telephone N 770.592.6	umber (ir 001	nclude area code)		
Complete Primary Address	City	State	Zip Code		
12453 Hwy 92	Woodstock	GA	30188		
Email Address	Fax Number	(include a	urea code)		
jmoon@woodstockga.gov	770.926.137	5			
Project Name Woodstock On-Call Engineering Ser	vices				

REFERENCE CHECK RELEASE STATEMENT

Signed (Author	orized Signature of Proposer)	Title	Vie	ce President	
Company Name	Arcadis U.S., Inc.]	Date	Dec 23, 2019	

ATTACHMENT D SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name AECOM	Contract Per 2017	Contract Period 2017			
Contact Person Name and Title Christopher Johnson, PE, Senior Bridge Engineer	Telephone N (404) 965-704	lumber (in 9	nclude area code)		
Complete Primary Address	City	State	Zip Code		
1360 Peachtree St NE #500	Atlanta	GA	30309		
Email Address christopher.johnson@aecom.com	Fax Number	Fax Number (include area code)			
Project Name DeKalb County - Bridge Replacement F	Park Drive Over Sna	pfinger Cree	ek		
Company Name	Contract Per	iod			
Atlanta BeltLine, Inc.	2017				
Contact Person Name and Title Dave Pierce, Real Estate Manager	Telephone Number (include area code) (404) 477-3538				
Complete Primary Address	City	State	Zip Code		
100 Peachtree Street, Suite 2300	Atlanta	GA	30303		
Email Address dpierce@atlbeltline.org	Fax Number Not Available	Fax Number (include area code) Not Available			
Project Name Kudzu Line/Westside Trail					
Company Name Moreland Altobelli	Contract Peri On-Going	iod			
Contact Person Name and Title Mike Malcom, Construction Manager	Telephone N (678) 978-1906		nclude area code)		
Complete Primary Address	City	State	Zip Code		
2450 Commerce Avenue Suite 100	Duluth	GA	30096		
Email Address mmalcom@maai.net; mmalcom@dekalbcountyga.gov	Fax Number	(include a	urea code)		
Project Name DeKalb County - SPLOST Program	- 11				

REFERENCE CHECK RELEASE STATEMENT

Signed_	Prashauthi Beddy Ti	tle_	Presid	ent & CEO	
	(Authorized Signature of Proposer)				
Compan	y Name <u>Accura Engineering and Consulting Services, Inc.</u>		Date	December 20, 2019	

ATTACHMENT D

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Contract Period September 2016 - Ongoing		
Telephone Number (include area code) 404 330-6764		
City	State	Zip Code
Atlanta	GA	30306
Fax Number (include area code) n/a		
ogram		
Contract Period 2017-2018		
Telephone Number (include area code) 404-631-1154		
City	State	Zip Code
Atlanta	GA	30308
Fax Number (include area code) n/a		
ve (Pavement	Evaluati	on and Soil Surve
Telephone Number (include area code) 404-612-2804		
City	State	Zip Code
Atlanta	GA	30303
n/a		rea code)
t CEI Services	S	
	September Telephone Nu 404 330-67 City Atlanta Fax Number (n/a Contract Perio 2017-2018 Telephone Nu 404-631-11 City Atlanta Fax Number (n/a ve (Pavement Contract Perio 2016 - Ongo Telephone Nu 404-612-280 City Atlanta Fax Number (n/a	September 2016 - CTelephone Number (in404 330-6764CityStateAtlantaGAFax Number (include at n/aogramContract Period2017-2018Telephone Number (in404-631-1154CityStateAtlantaGAFax Number (include at n/ave (Pavement Evaluati Contract Period 2016 - OngoingTelephone Number (in 404-612-2804CityStateAtlantaGAFax Number (include at n/ave (Cat Period 2016 - OngoingTelephone Number (in 404-612-2804CityState AtlantaGAFax Number (include at AtlantaGAFax Number (include at AtlantaFax Number (include at AtlantaCityState AtlantaFax Number (include at AtlantaFax Number (include at Atlanta

REFERENCE CHECK RELEASE STATEMENT

Signed Almt A. El C	Title Managing Director
(Authorized Signature of Proposer)	1 1
Company Name Corporate Environmental Risk Manag	ement_Date_12/11/19

ATTACHMENT D SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Contract Peri	iod Dec	2015 to Present	
Telephone N 770.9	umber (in 925.0357	clude area code)	
City	State	Zip Code	
Duluth	GA	30096	
	Fax Number (include area code) 770.925.0565		
sed widening of US 2'	7 in Harris an	d Muscogee Counties,	
	Contract Period Sept 2016 to Present		
Telephone Number (include area code 706.722.4114		clude area code)	
City	State	Zip Code	
Augusta	GA	30901	
Fax Number (include area code) 706.722.6219			
improvements on SR	17 in McDuf	fie County, Georgia	
Contract Peri	od May 2	2007 - Present	
Telephone N 404.631	Telephone Number (include area code) 404.631.1100		
City	State	Zip Code	
Atlanta	GA	30308	
Fax Number	(include a	rea code)	
	Telephone N 770.9 City Duluth Fax Number 770.9 sed widening of US 2° Contract Peri Sej Telephone N 706.722.41 City Augusta Fax Number improvements on SR Contract Peri 404.631 City Augusta Contract Peri City Augusta Contract Peri Augusta	DecDecTelephone Number (in 770.925.0357CityState GADuluthGAFax Number (include a 770.925.0565Seed widening of US 27 in Harris anContract Period Sept 2016 to PreTelephone Number (in 706.722.4114CityState GAFax Number (include a 706.722.4114CityState GAFax Number (include a 706.722.62improvements on SR 17 in McDuffContract Period May 2Telephone Number (in 404.631.1100CityState May 2AtlantaGA	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed

Howard Title Executive Vice President of Operations

(Authorized Signature of Proposer)

Company Name Edwards-Pitman Environmental, Inc. Date 12/20/19

ATTACHMENT D SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

perform the type of service listed in the solicitation.	C · · · P	1	
Company Name	Contract Period 8/2018 - Current		
City of Dalton			
Contact Person Name and Title			clude area code)
P. Andrew Parker, Public Works Director	706-278-707		
Complete Primary Address	City	State	Zip Code
535 Elm Street	Dalton	GA	30722
Email Address	Fax Number		rea code)
AParker@cityofdalton-ga.gov	706-278-184		
Project Name City of Dalton On-Call Agreement / Ch	attanooga St.	Bridge Re	epair
Company Name	Contract Period		
AECOM	10/2015 - 10/2020		
Contact Person Name and Title	Telephone Number (include area code)		
Christopher Johnson, Bridge Department Manager	404-965-960	00	
Complete Primary Address	City	State	Zip Code
1360 Peachtree Street NE, Suite 500	Atlanta	GA	30309
Email Address	Fax Number		rea code)
Christopher.Johnson@aecom.com	404-965-704	9	
Project Name GDOT Bridge Maintenance Agreemen	nt / Bridge Rep	airs along	I-85
Company Name	Contract Peri	od	
Georgia Department of Transportation	10/2015 - 1		
Contact Person Name and Title	Telephone N	umber (in	clude area code)
Clayton Bennett, GDOT State Bridge Maintenance Engineer	404-635-28		
Complete Primary Address	City	State	Zip Code
GDOT Office of Bridge Maintenance	Atlanta	GA	30316-2531
935 United Ave SE, Building 24, Room 415	Allanta		00010-2001
Email Address	Fax Number	(include a	rea code)
clbennett@dot.ga.gov			,
Project Name GDOT Bridge Maintenance Agreeme	nt / Bridge Ben	air I-285 (Over SB 237 & C
GDOT Druge Maintenance Agreeme	it inde her	an 1-2.00 (5461 011 207 & U

REFERENCE CHECK RELEASE STATEMENT

Signed	Ch	(111/2	Title	President	
	(Authorized Sign	ature of Proposer)			
Company	Name Pont Engl	ineering, Inc.		Date 12/20/2019	<u>``````</u>

ATTACHMENT D

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

perform the type of service listed in the solicitation.			
Company Name	Contract Peri	od	
Kimley-Horn and Associates, Inc.	10/20/16 to Ongoing		
Contact Person Name and Title	Telephone Number (include area code)		
Kevin Ergle, P.E., Project Manager	678-533-393	0	,
Complete Primary Address	City	State	Zip Code
817 W. Peachtree Street, NE, #601	Atlanta	GA	30308
Email Address	Fax Number	(include a	rea code)
kevin.ergle@kimley-horn.com	N/A		
Project Name Rockbridge Road from Allgood Road	to Rowland		
Company Name	Contract Peri	od	
Jacobs Engineering	6/2015 to 10/2016		
Contact Person Name and Title	Telephone Number (include area code)		
Paul Purcell, Senior Civil Engineer	404-978-743		,
Complete Primary Address	City	State	Zip Code
10 Tenth Street, NW, Suite 1400	Atlanta	GA	30309
Email Address	Fax Number		rea code)
Paul.Purcell@jacobs.com	678-333-0701	l	
Project Name Chamblee-Dunwoody Road Streetscape	e		
Company Name	Contract Perio	od	
AECOM Technical Services	11/2015 to 6/	2017	
Contact Person Name and Title	Telephone Number (include area code)		
Garrick Edwards, VP GA Transportation Business Unit Leader	404-414-498		
Complete Primary Address	City	State	Zip Code
1360 Peachtree Street, NE, #500	Atlanta	GA	30309
Email Address	Fax Number (include a	rea code)
garrick.edwards@aecom.com	404-965-960	5	/
Project Name DeKalb Sidewalk Program			

REFERENCE CHECK RELEASE STATEMENT

	Title	Pregident/CEO
(Authorized Signature of Proposer)		
Company Name Smith Real Estate Servi	<u>CCS</u> Da	ate $\frac{12/20/19}{20}$



B.9 Are You a DeKalb County Firm

Arcadis is not a DeKalb County firm.

Our team includes Subconsultant Partners who are LSBE-DeKalb and/or LSBE-MSA firms including:

- Accura Engineering and Consulting Services, Inc. Corporate Environmental Risk Management Edwards-Pitman Environmental, Inc. Pont Engineering, Inc. Smith Real Estate Services, Inc. •
- •
- •
- •
- •

LSBE-DeKalb LSBE-DeKalb LSBE-MSA LSBE-MSA LSBE-MSA





ATTACHMENT E DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LS	BE Participation	n Required
20% (Total Award	

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference
MSA)	Points
Demonstrated GFE	Two (2) Preference
	Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <u>http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</u> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME

BIDDER/PROPOSER Arcadis U.S., Inc.

SOLICITATION NUMBER: RFP No. 19-500535

TITLE OF UNIT OF WORK – Engineering and Design Services for Public Works Transportation and Infrastructure

- My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): LSBE-DeKalb LSBE-MSA
- 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly:
- 3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.
- 4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	Accura Engineering and Consulting Services
Address	3200 Presidential Drive
	Atlanta, GA 30340
Telephone	404.241.8722
Fax	404.241.4577
Contact Person	Prashanthi Reddy
Indicate certification status and attach proof of certification:	LSBE-DeKalb (attached)

LSBE-DeKalb/LSBE-MSA	LSBE-DeKalb
Description of services to be performed	Geotechnical, Environmental, Land
	Survey, SUE, Const Mgmt/Inspection
Percentage of work to be performed	5%

Name of Company	CERM
Address	1990 Lakeside Parkway, Suite 300
	Tucker, GA 30084
Telephone	678.999.0173
Fax	678.999.0186
Contact Person	Rodney Givens
Indicate certification status and attach	LSBE-DeKalb
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	Geotech, Survey, Roadway Design, CEI, and Environmental services
Percentage of work to be performed	10%

Name of Company	Edwards-Pitman Environmental, Inc.
Address	2700 Cumberland Parkway, Suite 300
	Atlanta, GA 30339
Telephone	770.333.9484
Fax	770.333.8277
Contact Person	Linda Edwards
Indicate certification status and attach	LSBE-MSA
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	Environmental services
Percentage of work to be performed	5%

Name of Company	Pont Engineering
Address	885 Franklin Gateway SE Suite 305
	Marietta, GA 30067
Telephone	770.499.1161
Fax	770.872.7839
Contact Person	Sean Garland, PE
Indicate certification status and attach	LSBE-MBA
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	Bridge/Structural
Percentage of work to be performed	5%

Please attach additional pages, if necessary.
Name of Company	Smith Real Estate Services, Inc.
Address	120 Hammond Drive
	Atlanta, GA 30328
Telephone	404.315.1512
Fax	404.315.9890
Contact Person	Pamela Smith
Indicate certification status and attach	
proof of certification:	LSBE-MSA
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	Land Acquisition
Percentage of work to be performed	5%

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach	
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach	
proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in
	Yes		person or via video conference within two-weeks of advertisement of the solicitation.
2.	Yes		Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.	Yes		Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.	Yes		Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.		No	Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.		No	Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.	Yes		For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.	Yes		Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

#5. We verified that LSBE subconsultants already meet contracting requirements.

#6. We were already aware of the LSBEs that we wanted to use on this contract; so did not require assistance.

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

(2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print): Arcadis U.S., Inc.	
Matt McDow, PE - Vice President	
Firm's Officer:	12/30/19
(Authorized Signature and Title Required)	Date
Sworn to and Subscribed to before me this 30 day of December	, 201 <u>9</u> .
Christine Burns	
Notary Public	
My Commission Expires: 08(23/22	
TINE BURNOLINI	

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: ARCADIS

(Name of Prime Contractor Firm)

From: Accura Engineering and Consulting Services, Inc. (Name of Subcontractor Firm)

 □ LSBE –DeKalb
 □ LSBE –MSA

 (Check all that apply)

ITB Number: <u>RFP No. 19-500535</u>

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Geotechnical, Environmental,	Land Survey, SUE, Const	5%
	J	

Prime Contractor	Sub-contractor
Signature: Mat Min	Signature: Prashauthi Reddy
Title: Vice President	Title:President & CEO
Date: 12/30/19	Date: Dec. 20, 2019



DeKalb County Government DeKalb First – Local Small Business Enterprise Program Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030 404-371-4770

March 14, 2017

Ms. Prashanthi Reddy, President Accura Engineering and Consulting Services, Inc. 3200 Presidential Drive Atlanta, GA 30340

Re: DeKalb LSBE CERTIFICATION:

LSBE – DEKALB

EXPIRES: March 31, 2020

Dear Ms. Reddy:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor. Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter.

Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. <u>Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info.</u> Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration Forms are available in our office and online at http://www.dekalbcountyga.gov/purchasing/pc-forms.html.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

Star Di00=

Felton B. Williams Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 • 404-371-7051 Office • 404-371-7006 Fax Website: www.dekalbcountyga.gov

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis, Inc.

(Name of Prime Contractor Firm)

From: Corporate Environmental Risk Management (Name of Subcontractor Firm) <u>X LSBE –DeKalb 🗆 LSBE –MSA</u> (Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Geotechnical, Surveying, Roadway Design, CEI, and Environmental	Geotechnical, Surveying, Roadway Design, CEI, and Environmental	10%
Services	Services	

Prime	Contractor
Signat	ure: MATMIL
Title:_	Vice President
Date:	12/30/19

Sub-contractor

Signature: 141 Title: Managing Director

Date:



DeKalb County Government DeKalb First – Local Small Business Enterprise Program Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030 404-371-4770

February 2, 2017

Mr. Albert Edwards, Managing Director Corporate Environmental Risk Management 1990 Lakeside Pkwy Suite 300 Tucker, GA 30084

Re: DeKalb LSBE CERTIFICATION:

LSBE – DEKALB

EXPIRES: January 31, 2020

Dear Mr. Edwards:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter. Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. <u>Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info.</u> Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration Forms are available in our office and online at http://www.dekalbcountyga.gov/purchasing/pc-forms.html.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

and Digo

Felton B. Williams Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 • 404-371-7051 Office • 404-371-7006 Fax Website: www.dekalbcountyga.gov

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From:__Edwards-Pitman Environmental, Inc. (Name of Subcontractor Firm) LSBE –DeKalb TLSBE –MSA (Check all that apply)

ITB Number: <u>RFP No. 19-500535</u>

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Environmental Consulting Services in support of Engineering efforts	On Call-As needed	5% TBD

Prime Contractor	Sub-contractor
Signature: Nat Mh	Signature: Survey L. Thomas
Title: Vice President	Title: Executive Vice President of Operations
Date: 13/30/19	Date: 12/20/19



DeKalb County Government DeKalb First – Local Small Business Enterprise Program Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030 404-371-4770

April 10, 2017

Ms. Linda Edwards Theos, President/CEO Edwards-Pitman Environmental Inc. 1250 Winchester Pkwy Suite 200 Smyrna, GA 30080

Re: DeKalb LSBE CERTIFICATION:

LSBE – MSA

EXPIRES: March 31, 2020

Dear Ms. Theos:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least sixty (60) days prior to expiration date in this letter.

Please be advised, Contract Compliance reserves the right to schedule on-site inspections of any business certified under this program. <u>Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info.</u> Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration Forms are available in our office and online at <u>http://www.dekalbcountyga.gov/purchasing/pcforms.html</u>.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

John B-Di00 =

Felton B. Williams Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 • 404-371-7051 Office • 404-371-7006 Fax Website: www.dekalbcountyga.gov

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From: Pont Engineering, Inc. (Name of Subcontractor Firm) □ LSBE –DeKalb ■ LSBE –MSA (Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
Bridge / Structural	Structural Inspection & Design	5%

Prime Contractor	Sub-contractor
Signature: Matt. U.L.	Signature:
Title: Vice President	Title: President
Date: 12/30/19	Date: 12/20/2019



DeKalb County Government DeKalb First – Local Small Business Enterprise Program Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030 404-371-4770

November 25, 2019

Sean Garland, President PONT Engineering, INC 885 Franklin Gateway Suite 305 Marietta, GA 30067

Re: DeKalb LSBE CERTIFICATION:

LSBE – MSA

EXPIRES: July 31, 2020

Dear Sean Garland:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor. Please take note of the expiration date above. To apply for certification again, you must seek recertification within ninety (90) days prior to expiration date in this letter.

Please be advised, DeKalb First – LSBE Staff reserves the right to schedule on-site inspections of any business certified under this program. <u>Any change in ownership or control of your business</u>, <u>address or telephone listing(s)</u> <u>during the certification period must be promptly reported to email address applications@dekalblsbe.info.</u> Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

Felton B. Williams Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building • 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 • 404-371-7051 Office • 404-371-7006 Fax Website: www.dekalbcountyga.gov

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Attach a copy of the LSBE's current valid Certification Letter.

To: Arcadis

(Name of Prime Contractor Firm)

From: Smith Real Estate Services, Inc□ LSBE -DeKalb⊠ LSBE -MSA(Name of Subcontractor Firm)(Check all that apply)

ITB Number: RFP No. 19-500535

Project Name: Engineering & Design Services for Public Works Transportation & Infrastructure

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award
BOW Acquisition Service	TOW Acquisition Services	TBD
0 ²		

Prime Contractor	Sub-contractor
Signature: Mat MCh_	Signature: Januar
Title: Vice President	Title: President/CEO
Date: 13/30/14	Date: 12/9/19



DeKalb County Government DeKalb First – Local Small Business Enterprise Program Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030 404-371-4770

December 9, 2019

Pamela J. Smith, President / CEO Smith Real Estate Services, INC 120 Hammond Drive Atlanta, GA 30328

Re: DeKalb LSBE CERTIFICATION:

LSBE – MSA

EXPIRES: December 31, 2022

Dear Pamela J. Smith:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor. Please take note of the expiration date above. To apply for certification again, you must seek recertification within ninety (90) days prior to expiration date in this letter.

Please be advised, DeKalb First – LSBE Staff reserves the right to schedule on-site inspections of any business certified under this program. <u>Any change in ownership or control of your business, address or telephone listing(s)</u> <u>during the certification period must be promptly reported to email address applications@dekalblsbe.info.</u> Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

B-Digo

Felton B. Williams Procurement Projects Manager

Purchasing and Contracting Department, Maloof Administration Building = 1300 Commerce Drive, 2nd Floor • Decatur, Georgia 30030 • 404-371-7051 Office • 404-371-7006 Fax Website: <u>www.dekalbcountyga.gov</u>

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Arcadis U.S., Inc.

Responder's Name

BY: Authorized Officer or Agent

Vice President Title of Authorized Officer or Agent of Bidder

Matt McDow, PE

Printed Name of Authorized Officer or Agent

2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339 Address (*do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

<u>30</u> DAY OF <u>December</u>, 20<u>19</u>

Intime.

Notary Public My Commission Expires:

05/23/22



2/21/2007 Federal Work Authorization Enrollment Date

38945 Identification Number

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Accura Engineering and Consulting Services, Inc. Responder's Name BY: Authorized Officer or Agent President & CEO Title of Authorized Officer or Agent of Bidder Prashanthi Reddy Printed Name of Authorized Officer or Agent 3200 Presidential Drive Atlanta, GA 30340 Address (*do not include a post office box) SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF Cemper 201 ept. 20,202 TOA NEW T

January 2008

Federal Work Authorization Enrollment Date

86331

Identification Number

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Corporate Environmental Risk Management, LLC (CERM)

Responder's Name

BY: Authorized Officer or Agent

Managing Director Title of Authorized Officer or Agent of Bidder

Albert G. Edwards

Printed Name of Authorized Officer or Agent

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084 Address (*do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE . 20 19 わ DAY OF Notary Public My Commission Expires:



237294, August 12, 2009 Federal Work Authorization Enrollment Date

58-2189483 Identification Number

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Edwards-Pitman Environmental, Inc.

Responder's Name

BY: Authorized Officer or Agent

Executive Vice President of Operations Title of Authorized Officer or Agent of Bidder

Susan L. Thomas
Printed Name of Authorized Officer or Agent

2700 Cumberland Pkwy. Ste. 300 Atlanta, GA 30339 Address (*do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20 DAY OF December

Notary Public My Commission Expires:

1			
June	G	2020	
JUIL	1.	auto	

. 20 9

RUSSELL KENYON DANSER, III NOTARY PUBLIC Cobb County State of Georgia My Comm. Expires June 9, 2020

4/30/2009

Federal Work Authorization Enrollment Date

210078

Identification Number

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Pont Engineering, Inc.

Responder's Name

BY:

Authorized Officer or Agent

President Title of Authorized Officer or Agent of Bidder

Sean Garland Printed Name of Authorized Officer or Agent

885 Franklin Gateway, Suite 305, Marietta, GA 30067 Address (*do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21 DAY OF december, 2019

Notary Public My Commission Expires: Sopt13/2022



9-11-2013

Federal Work Authorization Enrollment Date

710322

Identification Number

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization **Enrollment Date**

Identification Number

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Printed Name of Authorized Officer or Agent

Drive A Hammond

Address (*do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE -.20/9DAY OF

Notary Public My Commission Expires:





FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Matt McDow Contractor or Beneficiary Name (Printed)

Vice President Title 770-384-6558 Telephone matt.mcdow@arcadis.com Email Arcadis US, Inc. Name of Business

Please answer the following questions:

- 1. How many job openings do you anticipate filling related to this contract? _____
- 2. How many incumbents/existing employees will retain jobs due to this contract? DeKalb Residents: 0 Non-DeKalb Residents: 0
- 3. How many work hours per week constitutes Full Time employment? 32

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U.S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of

Bidder Arcadis US, Inc.

Address 2839 Paces Ferry Road, Suite 900, Atlanta, GA 30339

E-Mail matt.mcdow@arcadis.com

Phone Number 770-384-6558

Fax Number 770-435-2666

Do you anticipate hiring from the First Source Candidate Registry? Y on N(Circle one) If so, the approximate number of employees you anticipate hiring:

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline
— N/A We do not anticipate hiring for this of	contract.	

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

FEDERAL TAX ID:

COMPANY NAME:		WEBSITE:		
ADDRESS:	We do not anticipate hiring	for this contract.		
(WORKSITE ADDR	ESS IF DIFFERENT):			
CONTACT NAME:				
CONTACT PHONE:	•	CONTACT FAX:		
CONTACT E-MAIL	ADDRESS:			
Are you a private em	ployment agency or staffing a	agency?		
JOB DESCRIPTION	: (PLEASE INCLUDE A CO	PY OF JOB DESCR	JPTION)	
POSITION TITLE:				
NUMBER OF POSIT	TIONS AVAILABLE:	TARGET STAR	T DATE:	
WEEKLY WORK H	OURS: 20-30 hours 🗌	30-40 hours	Other	
SPECIFIC WORK S	CHEDULE:			
SALARY RATE (OR	RANGE):			
PERM TEM	IP TEMP-TO-PERM	I 🗌 SEASONA	L 🗌	
PUBLIC TRANSPOR	RTATION ACCESSIBILITY	Y YES	NO 🗌 👘	
	RE REQUIRED, SELECT AN IG MVR BACKGRO			
Please return form to	: Business Solutions Unit (Fin			
	774 Jordan Lane Bldg. #4			
	Decatur, Ga. 30033			
	Phone: (404) 687-3400			
F	'irstSourceJobs@dekalbcoun	tyga.gov		

FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

Contract Number: TBD (RFP No. 19-500535)

Project Name: Engineering and Design Services for Public Works Transportation and Infrastructure Projects

Contractor: Arcadis US, Inc.

Date: December 30, 2019

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency
Required scope Vill complete t	e and employ his form for a	vees ar pplicab	e unknow le emplo	/n at this ti yees once	me. task orders ar	e assigned	under this	s contract.

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

ARCA 2410	DIS U.S. PACES F	DDRESS ,, INC, ERRY RD., STE. # 400, 30339-1816	DISPOSITI March	ON DATE 8, 2018	EXPIRATION DATE June 7, 2020
	110,90	30339-1010	SIGN	ATURE	
			Hual	Red	
	Transp	ortation Planning	3.	Highway	Design Readway (continued)
X	1.01	State Wide Systems Planning	X	3.09	Traffic Control System Analysis, Design and
X	1.02	Urban Area and Regional Transportation Planning			Implementation
_	1.03	Aviation Systems Planning	X	3.10	Utility Coordination
	1.04	Mass and Rapid Transportation Planning	_	3.11	Archliecture
X	1.05	Alternate System and Corridor Location Planning	X	3.12	Hydraulic and Hydrological Studies (Roadway)
	1.06	Unknown	X	3.13	Facilities for Bicycles and Pedeatrians
x	1.05a	NEPA Documentation	•	3.14	Historic Rehabilitation
-	1.065	History	Ī	3.15	Highway Lighting
x	1.06c	Air Studies	Â	3.18	Value Engineering
x	1.06d	Noise Studies	Â	3.17	Design od Toli Facilities infrastructure
x	1.06e	Ecology			
•	1.06f	Archaeology	4.	4.01a	Structures Miner Britage Decise
-	1.06g	Freshwater Aquatic Surveys	X		Minor Bridges Design
	1.009	I LEELMARCE WHITE OTTAGA	5	4.01b	Minor Bridges Design CONDITIONAL
	1.06h	Ret Summer	X	4.02	Major Bridges Dealgn
	1.07	Bet Surveys		4.03	Movable Span Bridges Design
X		Attitude, Opinion and Community Value Studies	X	4.04	Hydrautic and Hydrological Studies (Bridges)
5	1.08	Airport Master Planning	X	4.05	Bridge Inspection
X	1.09	Location Studies	5.	Topogra	
X	1.10	Traffic Studies	X	5.01	Land Surveying
	1.11	Traffic and Toll Revenue Studies	X	5.02	Engineering Surveying
X	1.12	Major Investment Studies	X		Geodetic Surveying
X	1.13	Non-Motorized Transportation Planning		5.04	Aerial Photography
2.		rensit Operations	-	6.05	Aerial Photogrammetry
-	2.01	Mass Transit Program (Systems) Management	- 1	6.06	Topographic Remote Sensing
-	2.02	Mass Transit Feesibility and Technical Studies	X	5.07	Cartography
-	2.03	Mass Transit Vehicle and Propulsion System	-	6.08	Subsurface Utility Engineering
	2.04	Mass Transit Controls, Communications and Information Systems	6.	-	undation & Materials Testing
	0.05	•	X		Soil Surveys
	2.05	Mass Transit Architectural Engineering	X		Geological and Geophysical Studies
-	2.06	Mass Transit Unique Structures	- 1	6.02	Bridge Foundation Studies
-	2.07	Mass Transit Electrical and Mechanical Systems		6.03	Hydraulic and Hydrological Studies (Soils and
-	2.08	Mass Transit Operations Management and Suppor Services	t	6.04a	Foundation) Laboratory Materials Testing
	2.09	Aviation	-		Field Testing of Roadway Construction Materials
	2.10	Mass Transil Program (Systems) Marketing	x	6.05	Hazard Waste Site Assessment Studies
-		y Design Roadway	8.	Construe	
X	3.01	Two-Lane or Multi-Lane Runai Generally Free	X		Construction Supervision
		Access Highway Design	9.	Erosion	and Sedimentation Control
X	3.02	Two-Lane or multi-Lane with Curb and Gutter	X	9.01	Erosion, Sedimentation, and Poliution Control and
		Generally Free Access Highways Design Including			Comprehensive Monitoring Program
	0.00	Storm Sewers	X		Reinfall and Runoff Reporting
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industria and Residential Urban Areas	u –	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design			
X	3.05	Design of Urban Expressway and Interstate			
x	3.06	Traffic Operations Studies			
X	3.07	Traffic Operations Design	Į.		
X	3.08	Landscape Architecture			

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

ACO INC 320	URA EN	GINEERING AND CONSULTING SERVICES, DENTIAL DRIVE,	DISPOȘI Janu	TION DA Jary 24, 2	
			SiG	NATURE	
			Him	lad	L
1.		portation Planning	3.	Highw	ay Design Roadway (continued)
-	_ 1.01 1.02	State Wide Systems Planning	- 1	3.09	Traffic Control System Analysis, Design and
-	1.02	Urban Area and Regional Transportation Planning Aviation Systems Planning	1		Implementation
•	1.00	Mass and Rapid Transportation Planning	X		Utility Coordination
			- 1	3.11	Architecture
-	1.05	Alternate System and Corridor Location Planning	1 -	3.12	Hydraulic and Hydrological Studies (Roadway)
-	1.06	Unknown		3.13	Facilities for Bicycles and Pedestrians
-	. 1.06a 1.06b	NEPA Documentation	- 1	3.14	Historic Rehabilitation
-	1.06c	History Air Studies	- 1	3.15	Highway Lighting
-	1.08d	Noise Studies	-	3.16	Value Engineering
-	1.06e	Ecology		3.17	Design od Toll Facilities Infrastructure
	1.06f	Archaeology	4.	лıgnwa 4.01a	Aligner Bridgere Design
	1.06g	Freshwater Aquatic Surveys		4.01b	Minor Bridges Design Minor Bridges Design CONDITIONAL
_			-	4.02	Major Bridges Design
_	1.06h	Bat Surveys		4.03	Movable Span Bridges Design
_	1.07	Attitude, Opinion and Community Value Studies	1 -	4.04	Hydraulic and Hydrological Studies (Bridges)
-	1.08	Airport Master Planning	-	4.05	Bridge Inspection
_	1.09	Location Studies	5.	Topog	
_	1.10	Traffic Studies	X	5.01	Land Surveying
-	1.11	Traffic and Toll Revenue Studies	X	5.02	Engineering Surveying
-	1.12	Major Investment Studies	X	5.03	Geodetic Surveying
_	1.13	Non-Motorized Transportation Planning		5.04	Aerial Photography
		ransit Operations	-	5.05	Aerlai Photogrammetry
-	2.01 2.02	Mass Transit Program (Systems) Management	- 1	5.06	Topographic Remote Sensing
-	2.02	Mass Transit Feasibility and Technical Studies Mass Transit Vehicle and Propulsion System	1	5.07	Cartography
-	2.03	Mass Transit Vehicle and Propulsion System Mass Transit Controls, Communications and	X	5.08	Subsurface Utility Engineering
		Information Systems	6. X		oundation & Materials Testing
	2.05	Mass Transit Architectural Engineering	Â	6.01a 6.01b	Soli Surveys
_	2.06	Mass Transit Unique Structures	Â	6.02	Geological and Geophysical Studies Bridge Foundation Studies
_	2.07	Mass Transit Electrical and Mechanical Systems	1 x	6.03	Hydraulic and Hydrological Studies (Soils and
-	2.08	Mass Transit Operations Management and Support	- A		Foundation)
	0.00	Services	- 1	6.04a	Laboratory Materials Testing
-	2.09 2.10	Aviation	X	6.04b	Field Testing of Roadway Construction Materials
-		Mass Transit Program (Systems) Marketing y Design Roadway	X	8.05	Hazard Waste Site Assessment Studies
	3.01	Two-Lane or Multi-Lane Rural Generally Free	8.	Constru	
-		Access Highway Design	X	8.01	Construction Supervision
	3.02	Two-Lane or multi-Lane with Curb and Gutter	э. Х	9.01	and Sedimentation Control Eroslon, Sedimentation, and Pollution Control and
-		Generally Free Access Highways Design Including			Comprehensive Monitoring Program
	3 02	Storm Sewers	X	9.02	Rainfall and Runoff Reporting
-	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm	X	9.03	Field Inspections for Compliance of Erosion and
		Sewers in Heavily Developed Commercial Industrial			Sedimentation Control Devices Installations
		and Residential Urban Areas	1		
-	3.04	Multi-Lane, Limited Access Expressway Type Highway Design			
_	3.05	Design of Urban Expressway and Interstate	1		
_	3.06	Traffic Operations Studies			
_	3.07	Traffic Operations Design	1		
	3.08	Landscape Architecture	1		

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

OR 990	PORATE	ENV RISK MGT, LLC. (CERM, LLC) DE PARKWAY, SUITE 300		FION DAT ember 13,	
				IATURE	,
			Hill	lett	-
	Transp	ortation Planning	3.	Highwa	y Design Roadway (continued)
-	1.01	State Wide Systems Planning		3.09	Traffic Control System Analysis, Design and
-	1.02	Urban Area and Regional Transportation Planning	1		Implementation
-	1.03	Aviation Systems Planning	1 -	3.10	Utility Coordination
	1.04	Mass and Rapid Transportation Planning	_	3.11	Architecture
	1.05	Alternate System and Corridor Location Planning	x	3.12	Hydraulic and Hydrological Studies (Roadway)
-	1.06	Unknown	Î		Facilities for Bicycles and Pedestrians
x	1.06a	NEPA Documentation		3.14	Historic Rehabilitation
Δ	1.06b	History	- 1	3.14	
-	1.06c	Air Studies	-	3.16	Highway Lighting
-	1.06d	Noise Studies	-	3.10	Value Engineering
-	1.06e	Ecology	-		Design od Toll Facilities Infrastructure
-			4.		y Structures
-	1.06f	Archaeology	-	4.01a	Minor Bridges Design
-	1.06g	Freshwater Aquatic Surveys	1 -	4.01b	Minor Bridges Design CONDITIONAL
			-	4.02	Major Bridges Design
-	1.06h	Bat Surveys	-	4.03	Movable Span Bridges Design
-	1.07	Attitude, Opinion and Community Value Studies	-	4.04	Hydraulic and Hydrological Studies (Bridges)
_	1.08	Airport Master Planning	X	4.05	Bridge Inspection
_	1.09	Location Studies	5.	Topogri	aphy
_	1.10	Traffic Studies	X	5.01	Land Surveying
-	1.11	Traffic and Toll Revenue Studies	<u>x</u>	5.02	Engineering Surveying
_	1.12	Major Investment Studies	X	5.03	Geodetic Surveying
	1.13	Non-Motorized Transportation Planning		5.04	Aerial Photography
	Mass Ti	ansit Operations	4 [5.05	Aerial Photogrammetry
_	2.01	Mass Transit Program (Systems) Management	1 -	5.06	Topographic Remote Sensing
_	2.02	Mass Transit Feasibility and Technical Studies	Ī	5.07	Cartography
_	2.03	Mass Transit Vehicle and Propulsion System	-	5.08	Subsurface Utility Engineering
Ξ.	2.04	Mass Transit Controls, Communications and	6.		oundation & Materials Testing
		Information Systems	X	6.01a	Soil Surveys
	2.05	Mass Transit Architectural Engineering	-	6.01b	Geological and Geophysical Studies
	2.06	Mass Transit Unique Structures	- 1	6.02	Bridge Foundation Studies
-	2.07	Mass Transit Electrical and Mechanical Systems	- 1	6.03	Hydraulic and Hydrological Studies (Soils and
-	2.08	Mass Transit Operations Management and Support	-	0.00	Foundation)
-	2.00	Services		6.04a	Laboratory Materials Testing
_	2.09	Avlation	-	6.04b	Field Testing of Roadway Construction Materials
_	2.10	Mass Transit Program (Systems) Marketing		6.05	Hazard Waste Site Assessment Studies
_	Highway	y Design Roadway	8,	Constru	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free	X		Construction Supervision
		Access Highway Design	9.		and Sedimentation Control
Χ	3.02	Two-Lane or multi-Lane with Curb and Gutter	X	9.01	Erosion, Sedimentation, and Pollution Control and
-		Generally Free Access Highways Design Including			Comprehensive Monitoring Program
		Storm Sewers	19 <u>-</u>	9.02	Rainfall and Runoff Reporting
_	3.03	Two-Lane or Multi-Lane Widening and	- i	9.03	Field Inspections for Compliance of Erosion and
		Reconstruction, with Curb and Gutter and Storm			Sedimentation Control Devices Installations
		Sewers In Heavily Developed Commercial Industrial			
		and Residential Urban Areas	-		
-	3.04	Multi-Lane, Limited Access Expressway Type			
		Highway Design			
_	3.05	Design of Urban Expressway and Interstate			
_	3.06	Traffic Operations Studies			
_	3.07	Traffic Operations Design			
	3.08	Landscape Architecture	11		

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

ED\ 25	WA 10 V	VINCHES	MAN ENVIRONMENTAL, INC. TER PKWY., #200, 0080-8502	DISPOSIT Septe	imber 14,	
				Sign	ATURE	
				Hivel	ettel	
ι.	_	Transpo	rtation Planning	3.	Highway	y Design Roadway (continued)
	-	1.01	State Wide Systems Planning		3.09	Traffic Control System Analysis, Design and
	_	1.02	Urban Area and Regional Transportation Planning			Implementation
	_	1.03	Aviation Systems Planning	<u> </u>	3.10	Utility Coordination
	_	1.04	Mass and Rapid Transportation Planning		3.11	Architecture
		1.05	Alternate System and Corridor Location Planning		3.12	Hydraulic and Hydrological Studies (Roadwey)
		1.06	Unknown	Ī	3.12	Facilities for Bicycles and Pedestrians
	X	1.06a	NEPA Documentation	_ ^	3.14	Historic Rehabilitation
	X	1.065	History	-	3.15	Highway Lighting
	X	1.06c	Air Studies		3.16	Value Engineering
	X	1.06d	Noise Studies		3.17	Design od Toll Facilities Infrastructure
	X	1.06e	Ecology	4		v Structures
-	X	1.06f	Archaeology	-	4.01a	Minor Bridges Design
	X	1.06g	Freshwater Aquatic Surveys	-	4.01b	Minor Bridges Design CONDITIONAL
		1.008	r roomaaa rajaado olaroyo	-	4.02	Major Bridges Design
		1.06h	Bat Surveys	-	4.03	Movable Span Bridges Design
	x	1.07	Attitude, Opinion and Community Value Studies	-	4.04	Hydraulic and Hydrological Studies (Bridges)
-		1.08	Airport Master Planning	- 1	4.05	Bridge Inspection
5	X	1.09	Location Studies	5.	Topogra	
		1.10	Traffic Studies	T x	5.01	Land Surveying
	-	1.11	Traffic and Toll Revenue Studies	x	5.02	Engineering Surveying
	-	1.12	Major Investment Studies	x	5.03	Geodetic Surveying
	-	1.13	Non-Motorized Transportation Planning	-	5.04	Aerial Photography
2.	_		ansit Operations		5.05	Aerial Photogrammetry
		2.01	Mass Transit Program (Systems) Management	-	5.06	Topographic Remote Sensing
	-	2.02	Mass Transit Feasibility and Technical Studies		5.07	Cartography
	_	2.03	Mass Transit Vehicle and Propulsion System	Ī	5.08	Subsurface Utility Engineering
	-	2.04	Mass Transit Controls, Communications and	6.		oundation & Materiale Testing
			Information Systems		6.01a	Soll Surveys
		2.05	Mass Transit Architectural Engineering		6.01b	Geological and Geophysical Studies
		2.06	Mass Transit Unique Structures		6.02	Bridge Foundation Studies
		2.07	Mass Transit Electrical and Mechanical Systems	1 1	6.03	Hydraulic and Hydrological Studies (Soils and
	-	2.08	Mass Transit Operations Management and Support	t 1 –		Foundation)
	-		Services	- 1	6.04a	Laboratory Materials Testing
	-	2.09	Aviation	- 1	6.04b	Field Testing of Roadway Construction Materials
	_	2.10	Mass Transit Program (Systems) Marketing		6.05	Hazard Waste Site Assessment Studies
3.			Design Roadway	8.	Constru	
2	<u>X</u>	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design		8.01	Construction Supervision
				9.		and Sedimentation Control
	-	3.02	Two-Lane or multi-Lane with Curb and Gutter	X	9.01	Erosion, Sedimentation, and Pollution Control and
			Generally Free Access Highways Design Including Storm Sewers		9.02	Comprehensive Monitoring Program Reinfall and Runoff Reporting
		3.03	Two-Lane or Multi-Lane Widening and		9.03	Field Inspections for Compliance of Erosion and
	-		Reconstruction, with Curb and Gutter and Storm	-	0.00	Sedimentation Control Devices Installations
			Sewers in Heavily Developed Commercial Industria	d I		
			and Residential Urban Areas			
	-	3.04	Multi-Lane, Limited Access Expressway Type			
			Highway Design			
	_	3.05	Design of Urban Expressway and Interstate			
	_	3.06	Traffic Operations Studies			
	-	3.07	Traffic Operations Design			
		3.08	Landscape Architecture	1		

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

PON		ERING, INC.	DISPOSITI May 9	ON DATE , 2019	EXPIRATION DATE December 31, 2021
MARI	ETTA, G	A 30067	SIGN	ATURE	
			Huel	and	
	Transp	ortation Planning	3.	Highway	Design Roadway (continued)
_	1.01	State Wide Systems Planning	1 -	3.09	Traffic Control System Analysis, Design and
_	1.02	Urban Area and Regional Transportation Planning			Implementation
-	1.03	Avlation Systems Planning	_	3.10	Utility Coordination
_	1.04	Mass and Rapid Transportation Planning	1 -	3.11	Architecture
	1.05	Alternate System and Corridor Location Planning	x	3.12	Hydraulic and Hydrological Studles (Roadway)
-		Unknown	X	3.12	Facilities for Bicycles and Pedestrians
-	1.06	NEPA Documentation	^	3.14	Historic Rehabilitation
-	1.06a			3.14	
-	1.06b	History		3.15	Highway Lighting
-	1.06c	Air Studies	-		Value Engineering
-	1.06d	Notse Studies		3.17	Design od Toll Facilities infrastructure
-	1.06e	Ecology	4.		Structures
_	1.06f	Archaeology		4.01a	Minor Bridges Design
_	1.06g	Freshwater Aquatic Surveys	X	4.01b	Minor Bridges Design CONDITIONAL
			- L	4.02	Major Bridges Design
	1.06h	Bat Surveys	- 1	4.03	Movable Span Bridges Design
_	1.07	Attitude, Opinion and Community Value Studies	-	4.04	Hydraulic and Hydrological Studies (Bridges)
-	1.08	Airport Master Planning	<u>X</u>	4.05	Bridge Inspection
-	1.09	Location Studies	5.	Topogra	phy
	1.10	Traffic Studies	- 1	5.01	Land Surveying
_	1.11	Traffic and Toll Revenue Studies	_	5.02	Engineering Surveying
_	1.12	Major Investment Studies	_	5.03	Geodetic Surveying
	1.13	Non-Motorized Transportation Planning		5.04	Aerial Photography
2.	Mass T	ransit Operations		5.05	Aerial Photogrammetry
_	2,01	Mass Transit Program (Systems) Management	_	5.08	Topographic Remote Sensing
_	2.02	Mass Transit Feasibility and Technical Studies		5.07	Cartography
_	2.03	Mass Transit Vehicle and Propulsion System		5.08	Subsurface Utility Engineering
-	2.04	Mass Transit Controls, Communications and	6.	Soils, Fo	oundation & Materials Testing
		Information Systems	1 -	6.01a	Soil Surveys
_	2.05	Mass Transit Architectural Engineering	<u> </u>	6.01b	Geological and Geophysical Studies
	2.06	Mass Transit Unique Structures	1 -	6.02	Bridge Foundation Studies
	2.07	Mass Transit Electrical and Mechanical Systems		6.03	Hydraulic and Hydrological Studies (Soils and
_	2.08	Mass Transit Operations Management and Suppor	t _		Foundation)
-		Services	- 1	6.04a	Laboratory Materials Testing
-	2.09	Aviation	1 -	6.04b	Field Testing of Roadway Construction Materials
-	2.10	Mass Transit Program (Systems) Marketing		6.05	Hazard Waste Site Assessment Studies
3.		y Design Roadway	8.	Constru	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free		8.01	Construction Supervision
		Access Highway Design	9.		and Sedimentation Control
	3.02	Two-Lane or multi-Lane with Curb and Gutter	-	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
		Generally Free Access Highways Design Including Storm Sewers		9.02	Rainfall and Runoff Reporting
	3.03	Two-Lane or Multi-Lane Widening and	-	9.03	Field Inspections for Compliance of Erosion and
-	0.00	Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industria and Residential Urban Areas	al		Sedimentation Control Devices Installations
-	3.04	Multi-Lane, Limited Access Expressway Type Highway Design			
_	3.05	Design of Urban Expressway and Interstate	1		
_	3.06	Traffic Operations Studies			
_	3.07	Traffic Operations Design			
	3.08	Landscape Architecture			



RIGHT OF WAY PREQUALIFICATION CERTIFICATE

NAME:	ISSUE DATE:
Dwonna D. Smith	April 19, 2019
ADDRESS: 120 Hammond Drive Atlanta, Georgia 30342	DATE OF EXPIRATION: April 18, 2022 SIGNATURE:
	- Dung D. Byen
	Troy D. Byers, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A - RELOCATION SERVICES	D - ACQUISITION SERVICES
 A-1 Conceptual Stage Study A-2 Relocation (Benefits Package Prep) 	 D-1 R/W Project Manager D-2 Pre-Acquisition Agent D-3 Acquisition Manager D-4 Negotiation thru Closing Agent D-5 Relocation Negotiation Agent D-6 Administrative Review Officer (Appeals) D-7 Interpreter D-8 Negotiation Thru Closing Agent Trainee D-9 ROW Training Instructor
B - PRE/POST PROJECT PREP SERVICES	E - PROPERTY MANAGEMENT SERVICES
 B-1 Plan Review B-4 Quit Claim Deed Preparation 	 E-1 Asbestos Inspection E-2 Asbestos Abatement E-3 Demolition E-4 UST Removal E-5 Site Inspector
C - VALUATION SERVICES	F - COURT COORDINATION SERVICES
 C-1 Appraisal Report – Level C-2 Appraisal Review Report C-3 Cost-to-Cure Report C-4 Trade Fixture Report C-5 Sign Report C-6 Environmental Assessment Report C-7 Septic Tank/Well Estimators C-8 Timber Report C-9 Detailed Cost Estimator C-10 Preliminary Cost Estimator C-11 Concept Team Meetings 	□ F-1 Court Coordinator



RIGHT OF WAY PREQUALIFICATION CERTIFICATE

NAME:	ISSUE DATE:
Cosmo Clark	November 18, 2019
ADDRESS:	DATE OF EXPIRATION:
608 Sandpiper Ct.	November 17, 2022
Algonquin, IL 60102	SIGNATURE:
	- Dung D. Byen
	Troy D. Byers, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A - RELOCATION SERVICES	D - ACQUISITION SERVICES
A-1 Conceptual Stage Study	D-1 R/W Project Manager
A-2 Relocation (Benefits Package Prep)	D-2 Pre-Acquisition Agent
	D-3 Acquisition Manager
	D-4-A Negotiation Agent Trainee
	D-4-B Negotiation Agent 1
	 D-4-C Negotiation Agent 2 D-4-D Negotiation Agent 3
	D-5 Relocation Negotiation Agent
	 D-6 Administrative Review Officer (Appeals)
	D-7 Interpreter
	D-9 ROW Training Instructor
B - PRE/POST PROJECT PREP SERVICES	E - PROPERTY MANAGEMENT SERVICES
B-1 Plan Review	E-1 Asbestos Inspection
B-4 Quit Claim Deed Preparation	E-2 Asbestos Abatement
	E-3 Demolition
	E-4 UST Removal
	E-5 Site Inspector
C - VALUATION SERVICES	F - COURT COORDINATION SERVICES
C-1 Appraisal Report – Level	F-1 Court Coordinator
C-2 Appraisal Review Report	
C-3 Cost-to-Cure Report C-4 Trade Fixture Report	
C-5 Sign Appraisal	
C-6 Environmental Assessment Report	
C-7 Septic Tank/Well Estimators	
C-8 Timber Report	
C-9 Detailed Cost Estimator	
 C-10 Preliminary Cost Estimator C-11 Concept Team Meetings 	