

**PROFESSIONAL SERVICES CONTRACT**  
**Comprehensive Plan Update**  
**Request for Proposal 23-116**

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”) and **Sizemore Group**. Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

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

**1. TERMS:**

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) upon mutual written agreement by the parties by December 31, 2023, unless the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

**2. ATTACHMENTS:**

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

- I. General Conditions.
- II. Request for Proposal
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug-Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.
- Exhibit E: Non-Collusion Affidavit.

**3. PERFORMANCE:**

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

**4. PRICE:**

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

**5. INDEMNIFICATION AND HOLD HARMLESS:**

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

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

**6. TERMINATION FOR CAUSE:**

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

**7. TERMINATION FOR CONVENIENCE:**

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

**8. TERMINATION FOR FUND APPROPRIATION:**

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

**9. CONTRACT NOT TO DISCRIMINATE:**

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

**10. ASSIGNMENT:**

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

**11. WAIVER:**

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

**12. SEVERABILITY:**

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

**13. GOVERNING LAW:**

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

**14. MERGER CLAUSE:**

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

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

*Signatures on the following page.*

**STONECREST, GEORGIA**

By: \_\_\_\_\_

Jazzmin Cobble

Mayor, Stonecrest, Georgia

ATTEST: \_\_\_\_\_

Sonya Isom

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Denmark Ashby, LLC, City Attorney

**SERVICE PROVIDER: Sizemore Group**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_



## **GENERAL CONDITIONS**

### **1. SCOPE OF WORK**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

### **2. REGULATIONS**

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

### **3. SERVICE PROVIDER'S PERSONNEL**

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the

## **GENERAL CONDITIONS**

City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.

- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
  - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
  - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
  - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

## **4. TOOLS AND EQUIPMENT**

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

## **5. PERFORMANCE REQUIREMENTS**

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

## **GENERAL CONDITIONS**

- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

### **6. CONFIDENTIAL INFORMATION**

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

### **7. USE OF PREMISES**

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

### **8. SAFETY AND PROTECTION**

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

### **9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

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

## **GENERAL CONDITIONS**

- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to [payables@stonecrestga.gov](mailto:payables@stonecrestga.gov).
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

## **10. COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

## **GENERAL CONDITIONS**

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

### **11. SERVICE PROVIDER'S LIABILITY**

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

### **12. INDEMNIFICATION AND INSURANCE**

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this

## **GENERAL CONDITIONS**

Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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

### 12.7 Insurance

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

(1)

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
<p><b>Worker's Compensation</b> – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.</p> <p><b>Automobile Liability</b> – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.</p> <p><b>Commercial General Liability</b> – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Stonecrest" is to be added as an Additional Insured and Products and Completed</p>	<p><b>Worker's Compensation</b> – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.</p> <p><b>Automobile Liability</b> - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.</p> <p><b>Commercial General Liability</b> – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Stonecrest" is to be added as an Additional Insured and Products and Completed</p>

## **GENERAL CONDITIONS**

Operations coverage is to be maintained for three (3) years following completion of work.

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### **CONTRACTS FOR UP TO \$50,000**

### **CONTRACTS FOR MORE THAN \$50,000**

#### **LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

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

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which

## **GENERAL CONDITIONS**

meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

### **13. LIABILITY INSURANCE**

13.1 N/A

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

### **14. CONTRACT ADJUSTMENTS**

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.



## **GENERAL CONDITIONS**

- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

### **15. SUBCONTRACTORS**

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

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

### **16. DEFAULT AND TERMINATION**

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or

## **GENERAL CONDITIONS**

- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
  - 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
  - 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
  - 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
  - 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
  - 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under

## **GENERAL CONDITIONS**

any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

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

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

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

### **17. CITY'S AUTHORIZED REPRESENTATIVE**

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

### **18. ASSIGNMENT**

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

## **GENERAL CONDITIONS**

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

### **19. NOTICES**

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

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

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

Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

### **20. NONDISCRIMINATION**

- 20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or

## **GENERAL CONDITIONS**

leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

### **21. COPYING DOCUMENTS**

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

### **22. GENERAL PROVISIONS**

## **GENERAL CONDITIONS**

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such party's relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

## **GENERAL CONDITIONS**

- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement ( including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to

## **GENERAL CONDITIONS**

transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.



## **GENERAL CONDITIONS**

- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages ( including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

### **23. GRATUITIES, REBATES, OR KICKBACKS.**

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

## **GENERAL CONDITIONS**

or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

*End of General Condition.*

# **REQUEST FOR PROPOSAL INTRODUCTION**

## **INTRODUCTION, BACKGROUND, AND RFP PROCESS**

### **Introduction**

The City of Stonecrest is seeking proposals from qualified individuals and auditing firms to provide a Comprehensive Plan Update to the City of Stonecrest.

### **Background**

The City of Stonecrest (the “City”) is located in the southern portion of DeKalb County and has a current population of approximately fifty-nine thousand (59,000). The City of Stonecrest was incorporated in 2017.

### **Request for Proposal Process**

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The proposal(s) submitted by the Proponent will be evaluated by an evaluation committee. Proponent (s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if a Proponent’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the vendor and City of Stonecrest.

The evaluation committee will select the proposal that presents the best value to the City of Stonecrest. This selection will then be presented to the City Council for approval. If approved by the Council and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

### **Scope of Work**

The Department of Community Affairs (DCA) requires that all plans include certain plan elements. The goal is to update the existing 2038 Comprehensive Plan to create an inclusive Plan that provides a framework to promote orderly growth and development consistent with the goals, objectives, and vision of the community and compliance with DCA and Atlanta Regional Commission (ARC) guidelines. At a minimum, the plans will incorporate the following elements/tasks, as well as any other minimum planning standard not stated:

#### **1. Community Goals**

The Consultant will be responsible for the development and implementation of a community participation program (steering committee, surveys, workshops, stakeholder interviews, etc.) to develop clear community goals.

Task: Stakeholder Engagement/Development of community goals and objectives.

Deliverable: Community Participation Program.

#### **2. Community Assessment**

Collect and analyze a range of information about existing conditions and the potential for the future of the City, in accordance with DCA requirements.

Task: Collect and analyze a range of information about existing conditions.

Deliverable: Community Assessment (update existing conditions) report.

## **REQUEST FOR PROPOSAL INTRODUCTION**

### **3. Needs and Opportunities**

Prepare a list of Needs and Opportunities that the City intends to address Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) or similar analysis of the community), and corresponding implementation measures in a Community Work Program.

Task: SWOT of existing needs/opportunities.

Deliverable: Updated Needs and Opportunities Element.

### **4. Land Use Element**

Prepare an analysis of existing development patterns and recommended Character Areas in the form of an Existing Land Use Map and a Future Development Map and Narrative.

Task: Analyze existing development patterns and recommend character areas.

Deliverable: Narrative of maps associated with the character areas.

### **5. Transportation**

The City of Stonecrest Transportation Master Plan (TMP) is a framework to guide the City's transportation investment decisions over a 30-year planning horizon. It was completed in 2020. There is currently a Panola Road Study, Freight Study and TSPLOST plans that should be incorporated into the final document.

Task: Updated Transportation element.

Deliverable: Refined transportation strategy incorporating latest studies and approved plans.

### **6. Economic Development**

The City of Stonecrest is currently undergoing an economic development plan. The consultant will have to maintain consistency updating and identifying new economic development goals and objectives based on research, data analysis, community input and review of existing plans; and make recommendations to be incorporated into the Community Work Program.

DeKalb County completed the Livable Centers Initiative (LCI) in 2012. The consultant will work to locate a future LCI by recommending updating the current boundary area or identifying another area for consideration.

Task: Review economic development strategy comprehensively.

Deliverable: Economic Development Strategy.

### **7. Community Work Program**

Update the Community Work Program, with corresponding Implementation Plan (measures and specific activities), per DCA requirements.

Task: Update previous community work program.

Deliverable: Updated community work program with brief description of the activity, timeframe for initiating and completing the activity, responsible party for implementing the activity, estimated cost if any of implementing the activity and funding sources.

## **REQUEST FOR PROPOSAL INTRODUCTION**

### **8. Capital Improvement Element**

Include the adopted Capital Improvement Element as amended into the final document.

Task: Review State and County capital improvement plans relative to the City of Stonecrest.

Deliverable: Capital Improvement Plan (CIP) with qualitative and quantitative elements indicating the adequacy of capital facilities.

### **9. Broadband Service Element**

Task: Action plan for the promotion of the deployment of broadband services into unserved areas within its jurisdiction.

Deliverable: Broadband service plan.

### **10. State and Regional Review of the Comprehensive Plan**

Upon completion, it is required that the plan is submitted to the DCA for review, including the certification that the City has considered both the DCA will also review the plan for compliance with Minimum Standards and Procedures. The Consultant will be responsible for working with the ARC and the DCA during the review process to revise or reconcile any issues or compliance deficiencies. The consultant shall furnish all labor, materials and services required to conduct a Comprehensive Plan update as specified above and Comprehensive Transportation Plan. The selected firm must show that it can conduct the study, deliver its results and recommendations, and prepare all plan products. The final product shall include:

- One (1) printed unbound copy of the complete final report and appendices (8.5”x11”).
- Eight (8) bound color copies of the complete final report and appendices (8.5”x11”).
- PDF file of Final Report and all appendices.
- The 5-Year Implementation Plan in Excel using the ARC template.
- All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

### **11. Management and Public Meetings**

- Bi-weekly management/core team meetings with Planning and Zoning throughout project.
- City Council Meetings for monthly updates.
- Planning Commission, Community Planning Information Meeting, Steering Committee, and Stakeholder Meetings for updates.
- Government Agency (DCA, ARC, DeKalb County agencies, etc).
- Open House(s), Workshop(s), Community Meeting(s) as planned.

#### **Draft Milestone Timeline (subject to change)**

20% (Oct/Nov)

- Kick-Off Meeting
- Public Outreach Plan
- Stakeholder Interviews

## **REQUEST FOR PROPOSAL INTRODUCTION**

40% (Dec/Jan)

- Visioning/Goals/Themes
- Data Gathering

60% (Feb/Mar)

- Data Gathering
- Plan Elements Update
- Steering Committee Meetings

80%

- Community Work Plan Updated
- Steering Committee Meetings
- Update of Plan Elements Finalized

100%

- Final 2038 Comprehensive Plan 5-Year Update submitted and approved by Department of Community Affairs and Atlanta Regional Commission.

### **Deliverables**

Community Participation Program.

Community Assessment (existing conditions) report.

Updated Needs and Opportunities.

Narrative of maps associated with the character areas.

Refined transportation strategy incorporating latest studies and approved plans.

Economic Development Strategy.

Guiding Principles/Themes.

Update to existing conditions.

GIS Inventory and Data Collection.

Standalone executive summary (up to 15 pages).

Final data delivery (including a geodatabase of all project files).

Additional Services as needed.

### **General Requirements and Qualifications**

Qualifications will be considered from any Proponent with experience and success in developing and preparing Comprehensive Plans within the prior five (5) years.

# **REQUEST FOR PROPOSAL**

## **I. REQUEST FOR PROPOSAL PROCESS**

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

1. Cover Letter.
2. Executive Summary.
3. Evaluation and Selection Criteria.
4. Cost Proposal.

### **1. Cover/Transmittal Letter**

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company's mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

### **2. Executive Summary**

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Proponent's qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

### **3. Evaluation and Selection Criteria**

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

**3.1.1 Project Personnel (25 Points)** - Proponent shall provide resumes of all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

**3.1.2 Project Experience and References (25 Points)** - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside

## **REQUEST FOR PROPOSAL**

individuals, whether offered as references or not. The City retains the right to use such information in its decision.

- Provide, as a reference, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
  1. Client's/Owner's Company Name.
  2. Address.
  3. Contact Person Information.
  4. Phone and Email Addresses.
  5. Project(s) completed with listed Client/Owner.

**3.1.3 Project Understanding & Approach (30 Points)** - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

- 4. Cost Proposal (20 Points)** – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

### **Scoring Criteria**

<b>FACTOR</b>	<b>POINTS</b>
<b>Project Personnel</b>	<b>25</b>
<b>Project Experience</b>	<b>25</b>
<b>Project Understanding &amp; Approach</b>	<b>30</b>
<b>Cost Proposal</b>	<b>20</b>
<b>Highest Possible Score</b>	<b>100</b>

### **5. Other Considerations**

- 5.1.1** All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.
- 5.1.2** After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.
- 5.1.3** Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
- 5.1.4** The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.



## **REQUEST FOR PROPOSAL**

**5.1.5** The Proponent will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.

**5.1.6** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

### **6. TIMELINE FOR RFP**

**RFP Number: 23-116, Comprehensive Plan Update**

**Pre-bid Conference: August 29, 2023, at 11:00 a.m. EST.**

**Questions Due: September 4, 2023, 4:00 p.m. EST**

**Proposal Due Date: September 14, 2023, at 4:00 p.m. EST.**

**Proposals shall only be accepted online through the Bidnet Portal:**

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

### **7. Award of Contract**

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Proponents. The City reserves the right to reject any and all proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Proponent submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

### **8. Proposal Rejections**

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

## **REQUEST FOR PROPOSAL**

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest.
- Is delinquent in the payment of a loan(s) with the City.
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City.
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

### **9. Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the Proponents submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

### **10. Due Diligence**

The Proponent shall be responsible for conducting due diligence in responding to this RFP.

If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

***End of Request for Proposal***



## PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION (Proponent to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proponent. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature DN Murphy Date 9/14/23

Print/Type Name Deanna Murphy

Print/Type Company Name Here Sizemore Group

Email Address of Contact Person: deannam@sizemoregroup.com



EXHIBIT A  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Sizemore Group  
Address: 342 Marietta St, NW, Suite 3, Atlanta, GA 30313

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

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

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

211424 9/14/23  
E Verify™ Company Identification Number Date of Authorization

Deanna Murphy 9/14/23  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

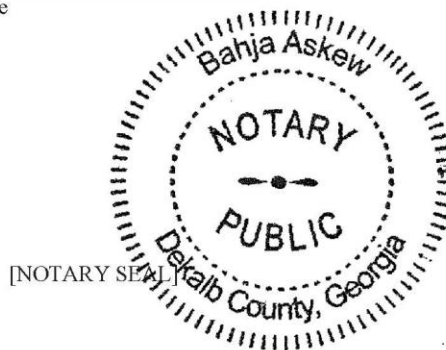
SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

14th DAY OF Sept, 2023

Bahja Askew

Notary Public

My Commission Expires: 9/27/24



[NOTARY SEAL]

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

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



**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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 (name of contractor) on behalf of (name of public employer) 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(b). 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:

412062

Federal Work Authorization User Identification Number

5/2/2011

Date of Authorization

Kimley-Horn and Associates, Inc.

Name of Subcontractor

City of Stonecrest Comprehensive Plan Update (RFP #23-116)

Name of Project

City of Stonecrest

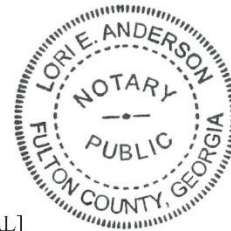
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

6<sup>th</sup> DAY OF September, 2023

Lori E. Anderson  
Notary Public

[NOTARY SEAL]



My Commission Expires: 6/5/2027



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



**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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 (Sizemore) on behalf of the City of Stonecrest 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(b). 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:

156926  
Federal Work Authorization User Identification Number

10/7/2006  
Date of Authorization

The Collaborative Firm, LLC

Name of Subcontractor

City of Stonecrest Comprehensive Plan Update

Name of Project

City of Stonecrest

Name of Public Employer

*BTS Business Services Director*

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

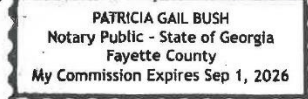
DAY OF, 202

[NOTARY SEAL]

Notary Public

My Commission Expires

*9-1-2026*



**EXHIBIT B**  
**DRUG-FREE WORKPLACE**

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

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

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

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

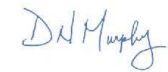
Sizemore Group

Company Name

Deanna Murphy      9/14/23

BY: Authorized Officer or Agent      Date

(Service Provider Signature)



Title of Authorized Officer or Agent of Service Provider

Director of Planning

Printed Name of Authorized Officer or Agent

Deanna Murphy

**EXHIBIT B**  
**DRUG-FREE WORKPLACE**

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

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with Sizemore Group (Service Provider), ~~Kimley-Horn and Associates, Inc.~~ to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

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

Kimley-Horn and Associates, Inc.

Company Name



9/6/2023

BY: Authorized Officer or Agent      Date

(Service Provider Signature)

Vice President

Title of Authorized Officer or Agent of Service Provider

Eric S. Bosman, AICP

Printed Name of Authorized Officer or Agent



**EXHIBIT B**  
**DRUG-FREE WORKPLACE**

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

The undersigned further certifies that:

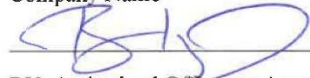
- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

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

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

The Collaborative Firm, LLC

Company Name



BY: Authorized Officer or Agent      Date

(Service Provider Signature)



Title of Authorized Officer or Agent of Service Provider



Printed Name of Authorized Officer or Agent

**EXHIBIT C**  
**PURCHASING POLICY ADDENDUM**

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

Deanna Murphy      9/14/23


BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

Director of Planning  
Title of Authorized Officer or Agent of Service Provider

Deanna Murphy  
Printed Name of Authorized Officer or Agent      Date

**EXHIBIT C**  
**PURCHASING POLICY ADDENDUM**

I, ~~Eric S. Bosman~~ Deanna Murphy AICP, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 Deanna Murphy 9/14/23 9/6/2023

BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

Director of Planning  
Vice President  
Title of Authorized Officer or Agent of Service Provider

Deanna Murphy  
Eric S. Bosman AICP 9/6/2023  
Printed Name of Authorized Officer or Agent      Date

**EXHIBIT C**

**PURCHASING POLICY ADDENDUM**

Deanna Murphy

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

Deanna Murphy BH 9/14/23 9/11/2023  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

Business Services Director  
Director of Planning  
Title of Authorized Officer or Agent of Service Provider

Brian Hightower  
Printed Name of Authorized Officer or Agent Date  
Deanna Murphy

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for City of Stonecrest Comprehensive Plan Update (RFP #23-116)

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

1. ☒ I am a United States citizen

OR

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

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

Signature of Applicant: Eric S. Bosman

Date: 9/6/23

Printed Name: Eric S. Bosman, AICP

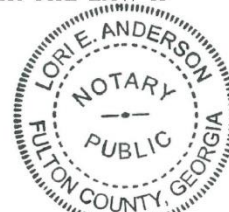
\* Alien Registration number for non-citizens: \_\_\_\_\_

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

Subscribed and Sworn Before Me, this the 6<sup>th</sup> day of September, 20 23

Notary Public: Lori E. Anderson

My Commission Expires: 6/5/2027



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

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

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

1. \_\_\_\_\_ I am a United States citizen

OR

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

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

Signature of Applicant: DN Murphy

Date: 9/14/23

Printed Name: Deanna Murphy

\* Alien Registration number for non-citizens: \_\_\_\_\_

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

Subscribed and Sworn Before Me, this the 14th day of Sept, 2023

Notary Public:

Bahja Askew

My Commission Expires: 9/27/24

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

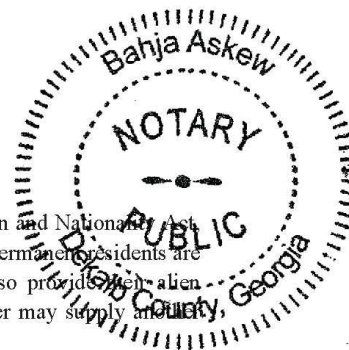


EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

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

1.                      x                      I am a United States citizen

OR

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

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

Signature of Applicant: BH

Date: 9/1/2023

Printed Name: Brian Hightower

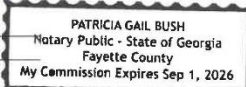
\* Alien Registration number for non-citizens:                     

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

Subscribed and Sworn Before Me, this the 1 day of September, 2023

Notary Public: [Signature]

My Commission Expires: 9-1-2026



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



**EXHIBIT E**  
**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 14th day of Sept, 2023

Sizemore Group

\_\_\_\_\_  
(Name of Organization)

Deanna Murphy

\_\_\_\_\_  
(Title of Person Signing)

*DM Murphy*

\_\_\_\_\_  
(Signature)

23-116

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

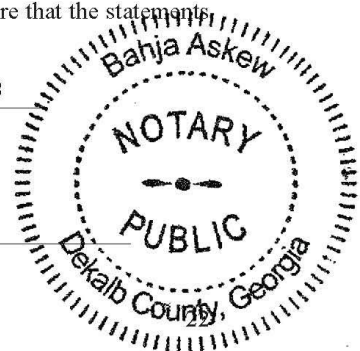
COUNTY OF Fulton )

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

Subscribed and sworn to me this 14th day of Sept, 2023

*Bahja Askew*  
Notary Public Signature

My Commission Expires: 9/27/24





**EXHIBIT E**  
**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 6<sup>th</sup> day of September, 2023

Kimley-Horn and Associates, Inc.

(Name of Organization)

Vice President

(Title of Person Signing)



(Signature)

RFP #23-116

(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

COUNTY OF Fulton )

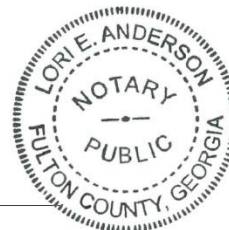
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 6<sup>th</sup> day of September, 2023.



Notary Public Signature

My Commission Expires: 6/5/2027



**EXHIBIT E**

**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 1st day of Sept, 2023

The Collaborative Firm, LLC

(Name of Organization)

Business Services Director

(Title of Person Signing)

(Signature)

23-116

(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

COUNTY OF Fayette )

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

Subscribed and sworn to me this 1 day of September, 2023.

Notary Public Signature

My Commission Expires: 9-1-2026





**September 14, 2023**

The Sizemore Group Planning Team is led by Deanna Murphy, a planner with over 18 years of experience and a strong interest in public spaces that bring communities together. Sizemore Group is joined by The Collaborative Firm, experts in community engagement, and Kimley-Horn whom we will rely on for market, housing and transportation analysis. Both The Collaborative Firm and Kimley-Horn are trusted colleagues with a track record of successful projects with Sizemore Group.

Collectively, we have extensive experience throughout metro-Atlanta in general, but specifically in DeKalb County and the City of Stonecrest. Having worked on similar projects throughout the metro-Atlanta area gives us valuable insight into the city's needs and future direction. We can take what we have learned from projects in DeKalb County, Norcross, Riverdale, Tucker, Marietta and beyond and use it as a starting point and inspiration for this project. A particularly relevant project is the City of Hapeville Comprehensive Plan and LCI, an award-winning project completed in 2017 that went on to be implemented. Both Kimley-Horn and TCF worked on the DeKalb County 2050 Unified Plan.

In 2012, the Sizemore Group completed the Stonecrest LCI study of a 2,500ac area, which is adjacent to I-20 and includes the Mall at Stonecrest. The study goal was to provide a vibrant, high-density mixed-use regional center near the expressway with less dense mixed-use nodes to the south that respect the rural and historic character of the area.

As the CEO of Sizemore Group, I commit to dedicating the time and resources needed to support this project. Our consultants offer the same commitment – and collectively, we'll build a plan that captures culture, gives a clear vision, and adds timeless beauty in the City of Stonecrest. We are honored to submit our proposal and will be even more honored to be selected as the most qualified team to achieve your goals.

For the Team,  
**Sizemore Group, LLC**

William J. de St. Aubin, AIA, LEED AP, CEO  
Principal-In-Charge

## Executive Summary

This project will be managed from our Atlanta office:  
342 Marietta St. NW  
Suite 3, Atlanta, GA 30313

Sizemore Group has created cultural places and beautiful spaces through innovative, sustainable architecture, planning, and interior design since 1974.

POC: Deanna Murphy, AICP  
Mailing Address: 342 Marietta St NW, Atlanta, GA 30313  
Phone Number: 404.605.0690  
Email Address: DeannaM@SizemoreGroup.com

We will partner with Kimley-Horn & Associates, Inc., and The Collaborative Firm on this project.

Kimley-Horn will conduct the transportation and market analysis components of our plan. Established in 1967, Kimley-Horn, Inc. now has more than 100 offices and 7,500 staff members and provides a wide range of planning, engineering, and design consulting services across the US.

Kimley-Horn's POC: Jon Tuley, AICP  
Mailing Address: 1200 Peachtree Street NE Suite 800, Atlanta, GA 30309  
Phone Number: 404.439.8708  
Email Address: Jon.Tuley@kimley-horn.com

Since 2001, The Collaborative Firm has provided award-winning planning, program management, community engagement, and development services to metro Atlanta.

The Collaborative Firm: Michael Hightower  
Mailing Address: 1514 Cleveland Ave, Suite 82, Atlanta GA, 30344  
Phone Number: 404.684.7031

This proposal includes the following sections:

- Resumes for our 9-person team consisting of team members from Sizemore Group (the prime), Kimley-Horn Associates (Transportation and Market Analysis) and The Collaborative Firm (Community Engagement).
- Project examples for comprehensive plans done for the City of Tucker, the City of Riverdale, and DeKalb County. We have also included three references separate from the projects.
- Our project approach and understanding
- A project schedule
- Project costs
- Exhibits A-E as required in the RFP

Our approach section focuses on the 11 tasks needed to complete the project:

- Task 1: Community Goals
- Task 2: Community Assessment
- Task 3: Needs and Opportunities
- Task 4: Land Use Element
- Task 5: Transportation
- Task 6: Economic Development and Housing
- Task 7: Community Work Program
- Task 8: Capital Improvement Element
- Task 9: Broadband Service Element
- Task 10: State and Regional Review of the Comprehensive Plan
- Task 11: Management and Public Meetings





**DEANNA MURPHY, AICP**  
**PROJECT MANAGER, DIRECTOR OF PLANNING**  
**SIZEMORE GROUP**

Deanna Murphy is an urban designer, planner, and architectural designer who works to enhance our cities through community-oriented place-making and sustainable design. Deanna has worked as a designer and planner in the private, non-profit, and public sectors over the past 19 years, including positions at the Georgia Conservancy, G.H.Forbes and Associates, and the City of Atlanta. Currently, she is Director of Planning at Sizemore Group, where she leads planning and architectural projects throughout the state. Deanna is a certified member of the American Planning Association, an expert in Tactical Urbanism - short-term, inexpensive placemaking strategies, a 2016 and 2021 alumni of Arts Leaders of Metro Atlanta (ALMA) and a 2019 alumni of ULI Center for Leadership (CFL). Deanna co-founded PopATL, a tactical urbanism brain-trust that works to create excitement and possibilities through temporary installations that highlight how we can improve our everyday spaces for all.

**Relevant Projects Include:**

- Clayton County Comprehensive Plan
- City of Tucker Comprehensive Plan
- City of Hapeville Comprehensive Plan Update & LCI Master Plan (AWARD WINNER)
- City of Riverdale Comprehensive Plan Update
- Atlanta Regional Commission Community Development Assistance Program, On-call Planner
- Tucker-Northlake CID LCI Master Plan
- AeroATL Greenway LCI Plan (AWARD WINNER)
- City of Adairsville Master Plan
- City of Atlanta District 12 Neighborhood Plan
- City of Atlanta Greenbriar LCI
- City of Atlanta Greenbriar Mall Town Center LCI Update
- City of Bremen I-20/US27 Corridor Study
- City of College Park Airport City Master Plan
- City of College Park Six West Master Plan
- City of Fairburn Redevelopment Plan
- City of Kennesaw Town Center LCI Master Plan (AWARD WINNER)
- City of Marietta – Envision Marietta LCI Update
- City of Peachtree Corners Arts & Culture Master Plan
- City of Smyrna Spring Road and Concord Road LCI Master Plans
- City of Woodstock Highway 92 Corridor LCI
- DeKalb County Medline LCI Master Plan (AWARD WINNER)
- DeKalb County Stonecrest LCI Master Plan (AWARD WINNER)
- Etowah Master Plan
- Fairburn Creative Placemaking Master Plan
- Fort Mac / Oakland City LCI Master Plan (AWARD WINNER)
- Jimmy Carter Boulevard LCI Corridor Master Plan
- Reimagine Greenbriar LCI Major Plan Update
- Smyrna Spring Road Corridor LCI Master Plan
- Town Center Area CID (TCACID) LCI Master Plan Update
- Tyler Perry Studios Master Plan

Deanna is a leader in the arts community and brings a vast knowledge of public arts organization and implementation.



**RANDY GIBBS, AICP**  
**PROJECT PLANNER**  
**SIZEMORE GROUP**

Randy's journey to planning and project management started in the Air Force as a civil engineer. Since then, he received a degree in Public Policy from Georgia Institute of Technology and has worked as a residential and commercial real estate broker. His diverse background and depth of civic experience make him an asset in socio-economic development, community engagement, and furthering the interests of the communities he serves. Randy has remained in active military service as part of the Air Force Reserves and spends his free time fishing, watching college football, and working in his garden.

**Relevant Projects Include:**

- Riverdale Comprehensive Plan- Riverdale, GA
- Clayton County Comprehensive Plan- Clayton County, GA

*The following were completed prior to joining Sizemore Group:*

- Henry County Comprehensive Plan Amendment Update – Partnered with TSW and consultant team to provide an update to Henry County's 2040 Comprehensive Plan – especially the future land use of unincorporated areas – in accordance with the Georgia Department of Community Affairs. Updated Henry County's future land use and community maps, implementation policies, key assets and challenges. Facilitated public meetings to educate Henry County residents on regulatory land use impacts and basic consumer demand analysis.
- Chamblee-Doraville Community Improvement District GIS Support – Delivered consumer-facing, ARC GIS pro-based mapping solution to distinguish participating CID parcels from non-participating parcels.
- Avondale Estates, GA – Conducted tax audit; Identified tax assessment discrepancies within Tax Allocation District.
- Atlanta, GA - Atlanta Housing's Bowen Homes Choice Neighborhood Planning (HUD) Grant – Provided baseline economic conditions analysis of areas surrounding the former Bowen Homes housing site. Created survey tool to gather input from area's business community. Identified potential supporting agencies and philanthropic partners.
- Kenner, LA – Rivertown and Esplanade Mall Redevelopment Plans – Analyzed cultural, land-use, and economic attributes for the City of Kenner. Provided detailed "Action Steps" and placemaking strategies to revitalize under-performing Esplanade Mall and Historic Rivertown Main Street.

Randy's military and civil engineering background gives him a unique perspective on planning and community engagement.



**ASHLYN OAKES**  
**PROJECT PLANNER**  
**SIZEMORE GROUP**

Having joined Sizemore Group in 2022, Ashlyn integrates her interests in the arts, sustainability, and inclusivity into her planning work for cities and communities. Her technical savvy and graphic design expertise make her a valuable contributor to civic planning projects and community engagement sessions.

**Relevant Projects Include:**

- Atlanta Beltline Subarea 4: Master Plan- Atlanta, GA
- Lilburn CID Plan Update- Lilburn, GA
- Riverdale Reimagined Comprehensive Plan- Riverdale, GA
- Tucker Comprehensive Plan- Tucker, GA
- Housing Rehabilitation Program Strategy- Decatur, GA
- Buford Highway Master Plan- Norcross, GA
- Douglasville Housing Study- Douglasville, GA
- Killebrew District/Marcelina Master Plan- Clarksville, TN
- Old National Highway Corridor LCI - South Fulton, GA
- Cumberland Inlet Master Plan- Cumberland, GA
- Brookhaven City Hall- Brookhaven, GA
- Fairburn Community Garden Strategy City Document- Fairburn, GA

Ashlyn's design talents are often called upon to create graphics and documents for community engagement.



**JON TULEY, AICP**  
**ECONOMIC ANALYSIS & MARKET**  
**KIMLEY-HORN**

Jon has worked in urban planning and community development for 17 years. Since joining Kimley-Horn in 2020, he has focused on small area plans, corridor plans, comprehensive land use plans, transit and transit-oriented development (TOD), and community engagement. He has experience in both local and regional planning having worked with various local governments while working for the Atlanta Regional Commission (ARC). There he served as a senior principal planner and managing director of CATLYST, the economic development strategy for the Metro Atlanta region. Additionally, Jon led various economic development initiatives, led the formation of the Aerotropolis Atlanta Alliance, oversaw the Development of Regional Impact (DRI) program, and housing related work including the creation of the Metro Atlanta Housing Strategy. During his time at ARC, Jon also served as ARC project manager for many LCI studies throughout the region. These included projects focused on main street revitalization, creation of new town centers, bicycle and pedestrian facilities as well as economic and community development.

**Relevant Projects Include:**

- City of Tucker Comprehensive Plan, Tucker, GA- Economic Analysis
- DeKalb 2050 Unified Plan, DeKalb County, GA — Project Planner
- Gwinnett County, 2030/2040 Unified Plan Assessment — Project Planner
- Willingham Corridor Study, East Point, GA — Project Manager
- City of Fairburn, Downtown LCI Update, Fairburn, GA — Project Planner
- Clairmont-Briarcliff Small Area Plan, DeKalb County, GA — Project Manger
- North Druid Hills-Briarcliff Small Area Plan — Project Planner

Jon has a vast knowledge of Comprehensive Plans and regional markets from his tenure with the Atlanta Regional Commission





CHRIS FUGA  
DEMOGRAPHIC AND MARKET ANALYSIS  
KIMLEY-HORN

Chris is a land use planner, specializing in economic development forecasting and real estate market analysis. His experience includes work on community comprehensive plans, analysis of regional economic development across the southeast, and managing studies of local workforce development trends. He has experience identifying regional land use and economic patterns, having worked on projects such as the DeKalb County Unified 2050 CTP and Comprehensive Plan Update and the City of Groveland Economic Development Strategic Plan in Florida.

**Relevant Projects Include:**

- Alpharetta Residential Infill Ordinance and On-Call Planning Services, Alpharetta, GA — Project Planner
- North Fulton CID Impact Study, Fulton County, GA — Project Planner
- Town Center CID Fiscal Impact Study, Kennesaw, GA — Project Planner
- Unified 2050 CTP and Comprehensive Plan Update, DeKalb County, GA — Project Planner
- Fuquay-Varina Market Feasibility Study, Fuquay-Varina, NC — Project Planner
- City of Groveland, Economic Development Strategic Plan, Groveland, FL — Project Planner
- State of New Mexico Workforce Development Needs Assessment, NM — Project Analyst\*
- State of Kentucky Regional Economic Development Needs Assessment, KY — Project Analyst\*
- State of Louisiana Labor Market Analysis and Environmental Pathway Curriculum Review, LA — Project Manager\*
- Lilburn CID LCI Update, Lilburn, GA — Project Planner
- City of Riverdale Comprehensive Plan, Riverdale, GA — Project Planner

\*Chris worked on this project prior to joining Kimley-Horn in 2021.

Chris is passionate about helping communities bring about development tailored to their needs.



**CRISTINA PASTORE, P.E., AICP**  
**TRANSPORTATION STRATEGIST**  
**KIMLEY-HORN**

Cristina is a transportation planner and traffic engineer who is responsible for the successful completion of some of the most complex multimodal transportation plans in metro Atlanta in recent years. She has managed Comprehensive Transportation Plans (CTPs) for North Fulton (2010 and 2018), DeKalb (2014 and 2022), Cobb (2022), and Gwinnett counties (2017) as well as multiple city-level CTPs, all of which have been adopted by their respective governing bodies. In addition to her CTP work, she also manages and supports small area plans, corridor studies, and multimodal transportation plans such as trails and transit.

#### **Relevant Experience**

- DeKalb County, Unified 2050 CTP and Comprehensive Plan Update, DeKalb County, GA — Project Manager
- DeKalb County, Comprehensive Transportation Plan Update, DeKalb County, GA — Project Manager
- Gwinnett County Comprehensive Transportation Plan, Gwinnett County, GA — Project Manager
- Gwinnett County Comprehensive Transit Development Plan, Gwinnett County, GA — Project Manager
- Gwinnett County, Countywide Trails Master Plan, Gwinnett County, GA — Project Manager
- Gwinnett County, Gwinnett BRT Corridor Study, Gwinnett County, GA — Project Manager
- ARC, North Fulton CTP (2010 and 2018), Atlanta, GA — Project Manager
- North Fulton CID, Blueprint North Fulton Update (2.0), Fulton County, GA — Project Engineer
- City of Alpharetta, Downtown Master Plan, Alpharetta, GA — Project Engineer
- Milton Trails Enhanced Engagement and Alignment Analysis, Milton, GA — Project Manager
- Update to Milton Comprehensive Transportation Plan, Milton, GA — Project Manager
- MARTA, Summerhill BRT Final Design, Atlanta, GA — Public Engagement Planner
- Vanderbilt University Transportation Demand Management Strategic Plan, Nashville, TN — Deputy Project Manager and Project Planner

Cristina's record with comprehensive plans have made her the go-to transportation strategist in the Metro Atlanta Area.



**MICHAEL HIGHTOWER**  
**COMMUNITY ENGAGEMENT**  
**THE COLLABORATIVE FIRM**

Michael Hightower is the Founder and Managing Partner of The Collaborative Firm, LLC. Michael has over thirty years of experience in the public, private, and educational arenas. Michael provides a wealth of experience in public policy, with an emphasis on planning, economic development, and local governance issues.

Prior to establishing The Collaborative Firm in 2001, Michael served over seven years on the College Park City Council, and more than fourteen years as a Fulton County Commissioner. During much of his tenure on the Board of Commissioners, Michael served as Vice-Chairman, and was a member of several boards and committees. He also served as President of the National Association of Counties (NACo), focusing on welfare reform, affordable housing, and sustainable communities.

#### **Relevant Experience**

- Georgia Transportation Alliance, Fulton County, GA: The Collaborative Firm lead efforts for the South Fulton T-SPLOST education outreach for the November 2016, Fulton County referendum. Michael's responsibilities included developing and implementing campaign strategy to educate voters in all nine of the South Fulton jurisdictions, organizing community engagement meetings, engaging elected officials in the education outreach process, and communicating key messaging for the T-SPLOST.
- DeKalb Comprehensive Transportation Plan (CTP), DeKalb County, GA: Michael oversaw public involvement initiatives for the Comprehensive Transportation Plan which included identifying transportation needs, providing documentation and distribution of public comments for needs assessment and recommendations, and strategic assistance in identifying outreach methods for underserved populations.
- Clayton County Transportation Plan, Clayton County, GA: Michael provided support for the Clayton County Transportation Plan. In this role, Michael collaborated efforts of the Board of Commissioners, County Staff, and citizens to facilitate a complete update of the Transportation Plan for the county.
- Aerotropolis Atlanta Community Improvement District (CID) Master Plan: Michael was a part of the project management team that helped develop policy, assisted with the implementation of charrettes, and helped strategize projects as it relates to public safety, beautification and wayfinding initiatives. Michael's efforts helped guide and promote the strategy for the Atlanta region – providing the framework and impetus to transform metro Atlanta's Southside around Hartsfield-Jackson Atlanta International Airport.

Michael is known for his depth of knowledge and understanding of the complexities and politics of communities



ANGELA RAMBEAU, AICP  
COMMUNITY ENGAGEMENT  
THE COLLABORATIVE FIRM

Angela Rambeau has dedicated more than 22 years to providing city planning and community development services to various local jurisdictions.

In her role as Director of Planning, Angela serves as overall manager on community development projects for The Collaborative Firm.

#### Relevant Experience

- Old National Corridor LCI: Angela serves as Project Manager for the City of South Fulton's LCI study of the Old National Corridor. This study seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit, and support further development in the study area.
- City of Riverdale Zoning Ordinance Update: Angela served as Project Manager for the City's Zoning Ordinance update. She composed revisions to the Ordinance and led the approval process through the Planning Commission and Mayor and City Council.
- City of Riverdale Sign Ordinance Update: Angela served as Project Manager for the City's Sign Ordinance update. She composed the revisions and led the approval process through the Planning Commission and Mayor and City Council.
- City of Georgetown Comprehensive Plan Update: Angela served as Project Manager for the 20 year update to the City's Comprehensive Plan, including coordinating with the contractor, and researching and composing updates to several elements.
- City of Georgetown Dilapidated Housing Demolition Grant Program: Angela served as Project Manager for a \$250,000 grant to demolish dilapidated housing in the City's West End (historically African American neighborhood).

Angela has experience as a city staffer and understands the complexity of getting things done from the civic side.





TRISHA COLPETZER  
COMMUNITY ENGAGEMENT  
THE COLLABORATIVE FIRM

Trisha Colpetzer has over ten years of strategic marketing and communications experience across sectors including government, economic development, nonprofit, and consulting industries. Trisha has a demonstrated record of cultivating and maintaining stakeholder relationships, as well as offering innovative and comprehensive project management services.

As Manager of Marketing and Communications, Trisha oversees a wide range of projects through the development and implementation of strategic stakeholder and community engagement, outreach, communications, and promotional plans.

**Representative Project Experience**

- MARTA Clayton County Transit Supportive Land Use Study
- South Fulton Old National LCI
- ATL Regional Transit Plan
- Clayton County Water Authority W.B. Casey Water Reclamation Facility Biosolids Project
- Forest Park On The Move

Trisha has worked on the civic side and understands the processes to help guide communication to the community as well as to staff and to the elected officials.

# City of Tucker

COMPREHENSIVE PLAN UPDATE  
SIZEMORE GROUP



Sizemore Group worked with the City of Tucker to update the City's 2023 Comprehensive Plan Update. The process was accelerated to meet an enhanced schedule. Our team worked closely with city staff and the Tucker community to complete a full and comprehensive plan update within a 3 month time period. This included two core team

and two community meetings, along with an online survey. To gain significant community input, we conducted our goal and vision setting meeting at the Tucker Spring Fling, an event that draws thousands of participants. The plan was quickly and seamlessly approved by DCA and the City Council.

**Project Location:**

Tucker, Georgia

**Completion Date**

2023

**Reference:**

Courtney Smith

Director of Community Development

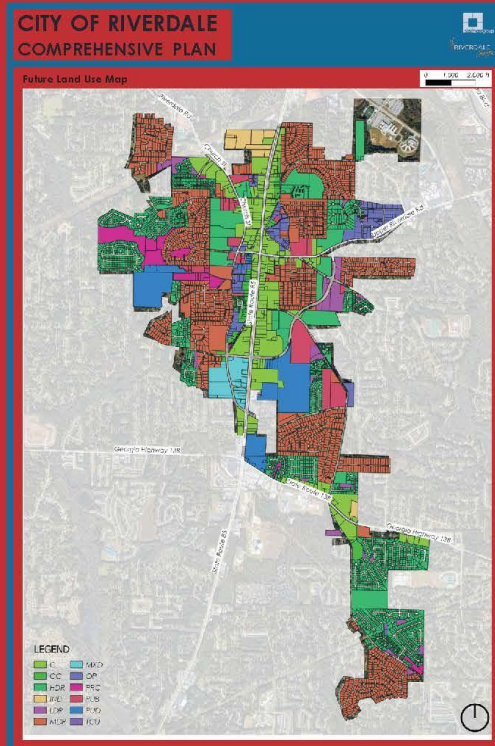
470-273-3091

[csmith@tuckerga.gov](mailto:csmith@tuckerga.gov)

# City of Riverdale

## COMPREHENSIVE PLAN SIZEMORE GROUP

Sizemore Group is currently working with the City of Riverdale on their Comprehensive Plan Update, anticipated to be complete in Fall, 2023. The previous Comp Plan was lacking detailed economic and land use analysis and a character area map, which the city feels is much needed. The Sizemore Team is working closely with the city and the community to ensure this information is incorporated in a way that meets the City's current and future needs. The update includes 4 community engagement sessions, focused on participating in events and locations where the community already is.



### Project Location:

Riverdale, Georgia

### Completion Date:

2022-ongoing

### Reference:

Nicole Dozier

Director of Community Development

770.909.5399

ndozier@riverdalega.gov

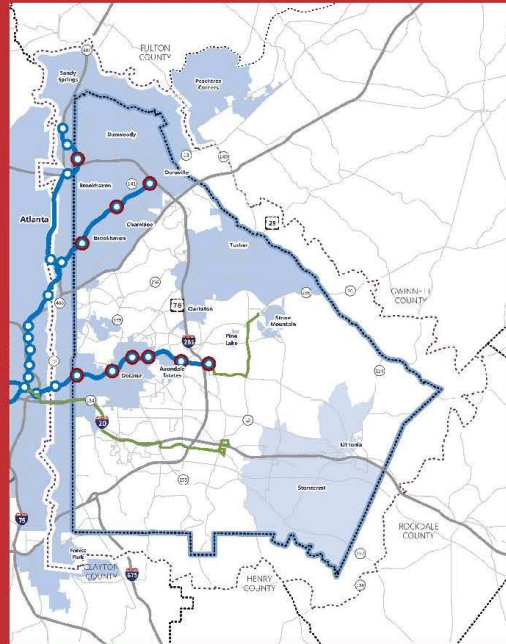
# DeKalb County

## UNIFIED 2050 COMPREHENSIVE TRANSPORTATION PLAN (CTP) AND COMPREHENSIVE PLAN UPDATE KIMLEY-HORN

Kimley-Horn worked with DeKalb County for the second time on its CTP. The current plan is a Unified Plan that includes not only transportation elements but also includes a full update of the Comprehensive Land Use Plan. The team considered a wide range of technical elements, including aspects relating to people (e.g., population, employment, and demographics), places (e.g., existing and future land use, housing and retail, economic development, affordability), and mobility (e.g., roadway, freight, bicycle, pedestrian, and transit).

The plan includes extensive technical analysis and GIS/spatial mapping along with a robust public involvement process, including virtual public meetings, stakeholder and focus groups, pop-up events, an online survey, and other methods of engagement and communication.

- Explores a range of transportation modes and land use considerations, tailored to the specific needs of the community.
- Includes a robust public engagement plan that maximizes opportunities for education and input even in challenging pandemic times.
- Creates flexibility in project tiers and funding, anticipating possible SPLOST opportunities



**Project Location:**  
DeKalb County, GA

**Completion Date:**  
2022-ongoing

**Reference:**  
Sylvia Smith  
404 371 2299  
sasmith@dekalbcountyga.gov



## References

**Darryl Connelly**

Economic Development Director  
City of Roswell  
770-817-7060  
dconnelly@roswellgov.com

**Tad Leithead**

Executive Director  
Lilburn CID  
(770) 298-3492  
tad@leitheadconsulting.com

**Adrienne Senter**

Planning & Economic Development Manager  
City of Hapeville  
404.669.8269  
asenter@hapeville.org

## Our Approach

We are happy to respond to the RFP to provide the Comprehensive Plan Update for the City of Stonecrest (RFP Number: 23-116). We are excited about the possibility of working with a city that is poised for such substantial growth. We have a deep portfolio of large-scale planning and award-winning community engagement that could play an integral role in creating the kind of dynamic city the people of Stonecrest deserve.

The City of Stonecrest is on the precipice of substantial growth. The highly anticipated Stonecrest Transit Hub, Regional Transportation Training Center won a \$1M grant earlier in 2023. Additionally, building upon the 2012 Stonecrest LCI, creating a multi-use town center complete with athletic facilities, hotels, and entertainment. For the City of Stonecrest to realize this growth, we need to ensure that the comprehensive development plan guides the city for the appropriate land uses and activities that ultimately support the attraction and retention of future residents.

We have the right team to get it done. Sizemore Group has partnered with Kimley-Horn & Associates, leaders in transportation and economic development, and The Collaborative Firm, experts in community engagement and practicality of city government operations.

We know what needs to be accomplished. The work desired from this RFP, includes the following Tasks:

### Task 1: Community Goals

**Community Vision and Goals:** As a result of the community engagement process, detailed below, and supplemented with findings from our analysis and assessment of previous plans/studies and the land use, economic development, housing, broadband and transportation elements our team will refine the community vision and goals. A new vision and goals will be developed and thoroughly vetted by the client, stakeholders and community prior to finalizing.

Once approved policies will be developed that identify specific ways in which the goals will be achieved. Policies are a key step to creating the Community Work Program.

**Community Engagement:** Including the Stonecrest public in the process is a critical step that needs to precede any recommendations. We approach every community as a unique opportunity. No two communities are the same, and our job is to understand how to best engage for an inclusive process.

“Working with Sizemore Group has been a real pleasure. Not only are they very talented but more important they listen to the client. Their ability to take what the client says and translate it into a finished product that we all can be proud of is an ability not found in many firms.

-Barry Amos  
Former City Manager, City of Stone Mountain



Understanding the community starts with demographics, immersion, and conversations with local organizations and stakeholders. We will rely on two teams to gather and manage public input – the Project Management Team and the Core Team. At the beginning of the process, a **Community Participation Plan** will be established to identify the engagement and outreach activities, outreach audiences, ways and means, and a proposed schedule.

The **Project Management Team** will be established at the onset of the project from the City of Stonecrest and Sizemore Group. This team will check in bi-weekly, virtually or in person, to make sure the project is going according to plan.

The **Core Team**, with guidance from the City, will guide the planning process and meet at key check-in points throughout. In addition to the project management team, this team will include partner agencies like DeKalb DOT, City Elected Officials, City Department representatives, key community leaders, and other local organizations as needed. Up to 3 meetings.

Seven **Community Meetings**, open to anyone, will be held during the project with Sizemore Group and our consultant team providing presentation materials. Tentatively, the meetings will adhere to the following agenda:

**We propose to host 1 outreach event in each council district to encourage engagement from the entire city.**

Community Meeting 1: Project Kick-Off and Goal Setting. This meeting is anticipated to be hosted in a central location for city-wide engagement and will focus on identifying issues, opportunities and goals for the City of Stonecrest. A virtual component can be made available as well.

Community Meeting 2-6: Hands-on Workshop. Five meetings are proposed in each of the 5 Council Districts to gather feedback on development opportunities and strategies, future land use challenges, and to discuss implementation steps.

Community Meeting 7: Draft Plan Open House. Presentation of the full recommendations, including the Community Work Program and Future Land Use Map adjustments will be presented at a community wide meeting, hosted in a central location. A virtual component can be made available as well.

### **Community Survey**

The Team will develop an online survey to collect feedback from the community on key issues and goals for the City. Up to 1 community survey.

### **Pop-up Events**

Pop-up events are a great opportunity to meet the community where they are. We propose to meet with the community at two high trafficked opportunities to share project information, ask for feedback and encourage further engagement. This may be an existing event or festival or at a highly trafficked area, such as Stonecrest Mall. Up to 2 pop-up events.

### **Online engagement**

The Team proposes to provide content for a City webpage focused on this Comprehensive Plan. Additionally, our team will work with Stonecrest communications to share project information via the City's social media channels.

Optional: Social PinPoint is an alternative option to engage the community via a project webpage that also hosts interactive maps and surveys.

**Public Hearings:** We will meet with county officials for a public hearing at two points in the process to kick off the process and to review the draft work plan recommendations. Up to 2 meetings.

**City Council Monthly Update Meetings:** Our team will attend monthly City Council meetings as appropriate to provide updates on the plan and will provide written updates in between in-person meetings.. Up to 2 meetings, beyond the 2 Public Hearings, which will also serve as updates..

**Flyers:** Prior to community meetings, we will distribute flyers to key locations and organizations, such as schools, churches, and businesses.

**Planning Commission Meetings:** As necessary our team proposes to meet with the Planning Commission up to 2 times to gather feedback on the plan recommendations, specifically land use.

### **Optional/Additional Planning Tools**

(Optional) Additional Community Meetings: As needed, an additional community meeting may be incorporated into this process.

(Optional) Business Roundtable: A 2-hour roundtable specific to the business community may be incorporated into this planning process.

(Optional) Walking Tours: Walking tours with



the community could be incorporated into this planning process to get direct feedback on issues and opportunities in small group on-site sessions.

(Optional) Mailings: Direct mailers can be provided to county residents with information on upcoming meetings. If the county mails utility bills, attaching flyers can be particularly effective in reaching residents in unincorporated county areas.

## Task 2: Community Assessment

We start with a thorough understanding of current and past documents that may impact the planning process. During the assessment stage, we will also provide a technical analysis of the previous future land use areas outlined in the previous comprehensive plan to determine how they have changed. We will also look closely at annexations, comprehensive plan amendments, and rezonings since the previous comp plan. The consultant team will provide a Request for Information (RFI) during project kick-off to obtain data, studies, maps, and other information that will guide an analysis of the City of Stonecrest and its key features, focusing on the land use implications of the city.

At this stage, we will develop an existing conditions assessment to further understand City elements, opportunities, and challenges. This analysis will include DCA elements as follows:

- Community Profile and Demographics
- Economic Development and Housing Elements
- Capital Improvement Element
- Land Use Element
- Transportation Element

## Task 3: Needs and Opportunities

Needs and opportunities will be identified through a thorough community engagement process, as further described in Task 1 – from in-person SWOT analysis discussions to online surveys and even walking tours of key areas – and enhanced by our assessment and analysis of previous plans/studies and DCA elements.

## Task 4: Land Use Element

Land Use is a crucial element to the Comprehensive Plan as it establishes the community's vision for future development and growth, ultimately, leading to decisions on zoning, rezoning and future development cases. A clear community vision for where and how growth will occur is vital to establishing this element and developing the necessary future land use and character area maps.

Our team will work closely with City staff and stakeholders to identify inconsistencies and areas of concern between the existing land use, character area, and future land use maps, along with impacts of land use changes, annexations, amendments, and rezonings.

Based on the land use assessment, stakeholder and community input, and the demographic and market analysis, the project team will identify recommended updates to the future land use map and character area map and associated narratives.



In addition to recent work on the Tucker North/South Connectivity Study, Kimley Horn has provided demographic and market analysis in DeKalb and Gwinnett counties.

## Task 5: Transportation

The Sizemore team will assess existing conditions of both roadways and trails, including bicycle and pedestrian infrastructure, transit routes and stops, traffic control conditions, and existing rights of ways. This will be completed through a combination of reviewing previous plans including the Comprehensive Transportation Plan completed in 2020, geospatial imagery and boots-on-the-ground review. Our team will also review and summarize other existing LCI, transit, trail, land use, and transportation plans that would have an impact on or inform the Comprehensive Plan. This information will be compiled into a series of maps to tell the story of investment and opportunity for a more balanced transportation system.

The Sizemore team has experience working at the community-wide and corridor level on multimodal transportation plans in DeKalb County and neighboring counties, in the region, and across jurisdictional lines. In addition, we perform work in smaller, more focused areas such as parking plans, downtown transportation plans and LCI plans. The team will work to gather relevant transportation-related information and recently completed previous plans to verify the latest data sets and list of proposed projects. It is important to note the following key considerations when developing the transportation strategy for the study area:

Transportation investments need to tie directly to land use decisions. As the team works with the project management team and stakeholders to re-envision the sense of place and unique qualities within the City and specific focus areas, the transportation decisions supportive of those new investments are critical. Whether the recommendations include new roadways or trails for better connectivity to area schools, activity centers, or amenities (such as Stonecrest Mall and existing or planned trails including those within the Arabia Mountain National Heritage Area), or targeted intersection projects that improve safety for drivers, pedestrians, and cyclists, the investments need to consider the impacts of changing land use and the new context created on transportation decisions. A comprehensive plan update is an ideal place to consider and incorporate projects and priorities from the CTP, other transportation plan, or during the planning process itself.

Beyond some of the more traditional elements of Comprehensive Plan, we understand the importance of incorporating additional discussion and strategies that may include identifying transit improvements, trail planning and coordination, demand management strategies, emerging technology, and green infrastructure into the plan recommendations. In addition to the creation of more mixed-use, walkable developments that reduce the need to drive, our team understands the importance of coordinating with DeKalb County, Lithonia, or other nearby communities on larger transportation, trails, and TDM strategies. Our work on the region's TDM and TSMO plans as well as the creative ideas being generated for complete trips for all users from our work on ITS4US are two examples of how our team is on the forefront of emerging technologies and policies for the benefit of our community. We also understand that green infrastructure is important and will identify ways to incorporate green infrastructure into our transportation recommendations and strategies. Our team has incorporated low impact stormwater features as part of recent roadway and park improvements for projects in Dunwoody, Forsyth County, and other areas.

Bringing our transportation recommendations to life for the stakeholder and broader community will help with education, more informed feedback, and ultimately, consensus building. The Sizemore team will create visuals and renderings that help to explain the ideas generated for the transportation element of the plan.

## Task 6: Economic Development and Housing

Situated in southeastern DeKalb County, the City of Stonecrest contains a diverse range of communities, and areas of regional significance, including Stonecrest Mall and the Arabia Mountain National Heritage Area. The area of the City along I-20 has experienced the most historical growth, but other areas away from the interstate have seen residential and commercial development as well. Much of the southern and eastern portions of the City maintain a rural or suburban edge character. Balancing future development and job growth while maintaining the City's character and preserving the multitude of natural or historic assets is presents a unique challenge and opportunity for the City of Stonecrest.



Creating successful places requires a solid understanding of the economic conditions and opportunities within the community. Our team has the capacity to go beyond the minimum comprehensive plan requirements laid out by the Georgia Department of Community Affairs (DCA). Our approach involves analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. Utilizing recent efforts including the economic development strategy and available data, we will synthesize these analytical factors to create an assessment of the strengths and weaknesses within the City. Incorporating baseline conditions that are grounded in market reality into the comprehensive planning process will allow the community to make economically sustainable decisions about its future. Our team's collective commitment is to help ensure elected officials, citizens, business owners, and other stakeholders have the information to understand their options, the consequences of key choices, and the range of resources available to advance their strategic objectives. Experience has shown that this cannot be accomplished without an understanding of market and fiscal factors, all of which are anchored by a detailed socioeconomic and real estate profile of the community and region. Our analysis of existing conditions and recent or relevant plans will provide the foundation for policy related decisions during the comprehensive plan process.

Many communities in Metro Atlanta are considering the housing market within their area, assessing current housing stock, analyzing what the housing market is providing, and developing strategies to address their communities needs and challenges. According to the Atlanta Regional Commission's Metro Atlanta Housing Strategy, the City contains the following three submarkets:

- Submarket 7: Suburban neighborhoods with lower-to-moderate-priced housing, biggest increase in renters
- Submarket 8: Suburban neighborhoods with lowest-priced single-family homes, mix of renters and owners
- Submarket 9: Lower-priced rural areas

Just under two-thirds of the housing supply in the City of Stonecrest consists of moderate-priced housing just below the regional average,

with a median sale price of \$202,000 and \$107 per square foot, compared to a median price of \$370,000 across Metro Atlanta. These are primarily single-family homes that are owner-occupied, but along with other similar areas in Metro Atlanta saw the "greatest increase in the proportion of renters", according to the Metro Atlanta Housing Strategy. Additionally, more than a third of the City consists of "suburban homes with the lowest-priced single-family homes." These areas have seen the slowest price increases within Metro Atlanta.

While the City includes many neighborhoods and homes that are lower priced and potentially affordable to many in the Atlanta Region, home values are quickly increasing in some areas of the City. Additionally, the share of renters is increasing as well. Analysis of these and other real estate trends will be critical to understanding the market potential within the community. We will also conduct a high-level parcel analysis to identify key development patterns, potential infill areas, and parcel utilization.

All the analysis within the demographic and market tasks will serve to support comprehensive plan process and help ensure that any redevelopment, infill, or new development strategies are viable and realistic. This includes addressing economic development and housing related elements, policies, and work program items. To that end, our team will work with stakeholders, residents, elected officials, and city staff to identify attainable implementation steps and actions items related to economic development that will support the overall vision of the comprehensive plan.

## Task 7: Community Work Program

The Community Work Program outlines the steps which need to be taken to ensure that a community's comprehensive plan is effective and successful. It lays out the key projects that need to be undertaken to achieve the vision, goals and policies as identified in this study.

The Sizemore Team will work collaboratively with the City to ensure that all work program items are realistic and achievable. Work program items should support across goals to ensure a comprehensive and thorough approach.

In addition to the work program, the team will set metrics to monitor success over the next 5 years.

### Task 8: Capital Improvement Element

We will work closely with the City to incorporate the CIE document into the comprehensive plan. As required by DIFA, the CIE establishes clear public policies regarding infrastructure development and ensures sound fiscal planning for capital improvements.

### Task 9: Broadband Service Element

Equitable access to broadband services state-wide is a key focus of the Atlanta Regional Commission and the State. Our team will look closely at broadband services within the City of Stonecrest to identify under- and un-served areas and make recommendations on how to increase service city-wide.

### Task 10: Final Document

The final document, complete with executive summary and guiding principles/themes, will meet the requirements as stated by the RFP in terms that are comprehensive yet easy to understand and use, while meeting all requirements of the ARC and DCA.

Our team prides ourselves on clear and beautiful graphics and will take great care in developing of all graphic content. All requested graphics and deliverables per the RFP will be included in this process.

### Task 11: Management and Public Meetings

The Management and Public meetings are further described in Task 1. Our team will provide all appropriate, agendas, meeting materials, and summaries to ensure a thorough and well-established process.



## Project Schedule

2023 Stonecrest LCI													
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
<b>Task 1: Community Goals</b>													
Community Engagement Plan													
Online Engagement													
Community Survey													
Draft Vision and Goals													
Finalize Vision and Goals													
<b>Task 2: Community Assessment</b>													
RFI and Data Collection from City													
Site Tour													
Review Past Plans/Documents													
Existing Conditions Assessment of Elements													
Community Profile and Demographics													
<b>Task 3: Needs and Opportunities</b>													
SWOT Analysis/Identify Issues and Opportunities													
<b>Task 4-6, 8, 9: Comprehensive Plan Elements</b>													
Land Use Element (Task 4)													
Transportation Element (Task 5)													
Economic Development and Housing Element (Task 6)													
Capital Improvement Element (Task 8)													
Broadband Services Element (Task 9)													
<b>Task 7: Community Work Program</b>													
Community Work Program													
<b>Task 10: Final Deliverables and Adoption</b>													
Final Deliverable Document													
ARC/DCA Review													
City Adoption													
<b>Task 11: Management and Public Meetings</b>													
Bi-weekly PMT Meetings													
Monthly Progress Report													
Project Schedule (updated throughout)													
Public Hearings (2)													
Planning Commission (2)													
City Council Monthly Update													
Stakeholder Interviews													
Core Team Engagement (3)													
Pop-up Events													
Community Meeting / Project Kick-Off and Goal Setting													
Community Meetings / Hands-on Workshops (5, One per Council District)													
Community Meeting / Draft Plan Open House													



## Project Costs

<b>Task 1:</b> Community Goals	\$28,250
<b>Task 2:</b> Community Assessment	\$30,450
<b>Task 3:</b> Needs and Opportunities	\$2,600
<b>Task 4:</b> Land Use Element	\$9,800
<b>Task 5:</b> Transportation	\$9,050
<b>Task 6:</b> Economic Development and Housing	\$9,050
<b>Task 7:</b> Community Work Program	\$9,200
<b>Task 8:</b> Capital Improvement Element	\$3,400
<b>Task 9:</b> Broadband Service Element	\$1,400
<b>Task 10:</b> State and Regional Review of the Comprehensive Plan	\$24,300
<b>Task 11:</b> Management and Public Meetings	\$71,000
<b>TOTAL</b>	<b>\$198,500</b>