



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 1/10/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract

Bid/Contract No: #44-014

Contract Name: Flowery Branch, Georgia Downtown Parking and Mobility Study

Department(s) Requesting Contract: Gainesville-Hall Metropolitan Planning Organization (GHMPO)/Public Works

Award Recipient Name: Stantec Consulting Services, Inc.

Date of Next BOC Vote: 1/25/2024

- | | |
|--|----------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: n/a |
| <input checked="" type="checkbox"/> Service Contract | Previous Spend: \$0.00 |
| <input type="checkbox"/> Commodity Contract | Requested Amount: \$53,000 |

Comments:

This one-time purchase Contract is the result of the competitively bid RFQ/P #44-014.

Stantec Consulting Services, Inc scored highest in evaluations.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: 44-014

Bid/Contract Name: Flowery Branch, Georgia Downtown Parking and Mobility Study



Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

State of Georgia
County of Hall

Contract #44-014

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

For the Provision of
**Flowery Branch, Georgia
Downtown Parking and Mobility Study**

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Flowery Branch Georgia Downtown Parking and Mobility Study (hereinafter “Services”) as entered into on _____, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Stantec Consulting Services, Inc. (Hereinafter “Contractor”), located at 229 Peachtree St NE, Suite 1900, Atlanta, GA 30303. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C, Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Joseph Boyd
 Transportation Planning Director
 Gainesville-Hall Metropolitan Planning Organization
 2875 Browns Bridge Rd
 Gainesville, GA 30504
 jboyd@hallcounty.org
 Ph: (770)297-5541

COUNTY ISSUING OFFICER

Julie Dorough
 Buyer
 Hall County Purchasing Division
 2875 Browns Bridge Rd
 Gainesville, GA 30504
 jdorough@hallcounty.org
 Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Joel Mann, AICP, Principal
 Stantec Consulting Services Inc.
 229 Peachtree St, NE, Suite 1900
 Atlanta, GA 30303
 Email: joel.mann@santec.com
 Phone: (770) 492-2624

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of the Services according to the agreed upon time-schedule and all sub-Consultant(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 -- REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt

written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1.** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default ~~to the Contractor~~. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.**

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at

the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or

toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents; or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder’s response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor’s delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email upon completion of the project solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – Removed

ARTICLE #124 – Removed

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are herein-incorporated into this contract by reference.

EXHIBIT C – Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees,

because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.

17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

Stantec Consulting Services, Inc.

HALL COUNTY, GEORGIA

By: Joel Mann

By: _____

Print Name: Joel Mann

Richard Higgins, Chairman

Title: Principal

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

10th Day of January, 2023
24

County Clerk

Approved as to Form

Notary Public: Lynn P. Thomas

William J. Linkous III

William J. Linkous III, County Attorney

Notary commission expires: 4-15-27

[Locus Sigilli – Seal or Stamp]





Stantec Consulting Services, Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30303

November 16, 2023

Attention: Andy Penick, Purchasing Manager
Post Office Drawer 1435
Gainesville, GA 30503

Dear Andy,

Reference: RFQ/P #44-014 Request for Clarification (November 10, 2023)

This letter provides a response to the County's request for clarification on Stantec's price proposal for the aforementioned RFQ. We have completed the cost proposal matrix as requested for required and optional items, and we have also provided additional explanations and detail on cost assumptions. To make this easier to understand, we have taken the liberty of numbering each of the required items and optional items in the order they are listed in their respective tables. Following the tables, we provide additional information explaining level of effort.

We would like to note that the required items in the table represent a generally more expansive scope of work than what we discussed with the interview team on our October 31 interview. These were not all items explicitly identified in the original RFQ, and had we understood that these were desired items, it is conceivable that we would have offered a different cost proposal. With a refined understanding of the City of Flowery Branch's desires for the study since the October interview, we are offering an original fee estimate that corresponds to our submitted fee in early October, and different fee estimates that reflect the expanded scope of services noted in the County's November 10 request. As stated above, our additional detail explains these differences.

Thank you again for your interest in Stantec and for your thorough consideration of our team's approach and qualifications. Please do not hesitate to contact me if you have any questions.

Regards,

STANTEC CONSULTING SERVICES, INC.

A handwritten signature in black ink that reads 'Joel F. Mann'.

Joel Mann

Phone: 770-492-2624
Email: joel.mann@stantec.com

Attachment: Original Request for Clarification

Request for Clarifications on Stantec Fee Proposal

RFQ/P #44-014

The Required Items listed in the table on the following page are taken from the November 10, 2023 request for clarifications. As noted in our cover letter, this scope appears to expand services beyond what we discussed in the initial fee estimate, namely around a desire to incorporate traffic counts more closely into the

Our interview discussion also proposed a total of three counting periods (such as 4 PM to 7 PM on a given day of the week), which we envisioned to include a mix of weekend, weekday, and special event periods. The required items in the table here call for six individual counts, and it is unclear if these are to be on different days (for example, if the two 'typical weekdays' should be different weekdays, or two different times of the same day). With some special events described by City staff as having attendance of up to 5,000, we estimate that capturing parking occupancy during such an event could be an extensive endeavor reaching beyond the basic study area originally provided in the RFP.

The request for clarification also seems to suggest that the City desires to conduct traffic counts, though the City's desired focus for analysis of that traffic data is not immediately apparent. There is also no specific reference to an analysis, although we assume that is desired (as traffic data has limited application if it is not interpreted and analyzed with regard to current conditions and the challenges and opportunities in current traffic operations). Different analysis methodologies may call for different types of traffic data, and there are significant differences in cost to these different types of data. For instance, bi-directional daily traffic counts covering a 24-hour period are typically priced lower than intersection turning movement counts that capture peak hours only. However, each has its purpose: daily traffic counts do not readily allow an understanding of potential congestion and delay, but they do allow an understanding of how traffic volumes increase and decrease throughout a day. Intersection-based counts do allow more of a measure of congestion and delay, and thus challenges to traffic operations, but they focus only on a small period of the day to be consistent with the industry methodology for intersection-based traffic analysis. Without having more information on the City's desired objectives for collecting traffic count information, it is difficult to provide an accurate fee estimate. We explain the assumptions behind our fee in the notes following the tables.

The required and optional tables begin on the following page.

Required Items: Detail and Assumptions for Fee Proposal Amounts

Item 1: This will be a concise review to determine overall development program and its expected impacts on traffic and parking, also noting key access points, additions to street network, and any proposals for parking supply.

Item 2: As discussed in the October 31 interview, this portion of the scope we described focused on parking inventory and occupancy data collection, with occupancy observed over three time periods representing different conditions of activity in downtown. This did not originally include traffic data collection.

If we considered six days of parking counts, this fee amount from our original proposal would be doubled, as this assumes twice the number of observation periods for parking. All parking counts include summary and documentation of the data, including capturing both inventory and occupancy data in a geographic information systems (GIS) database that will be provided to the City as a deliverable.

With the six traffic and parking counts requested in the November 10 additional request, we have increased this amount to capture parking activity over six different days. With the addition of traffic data collection, this also includes intersection turning movement counts at up to five (5) intersections in downtown with two daily traffic counts at two (2) locations. With each of these occurring on six different days, the costs for data collection alone are significant and based on the following assumptions:

- Turning movement counts capturing morning peak and afternoon peak conditions are in the range of \$600 per intersection, and daily traffic counts are approximately \$250 per location. With five intersections per day of collection (\$3,000 per day) and two daily traffic counts per day (\$500 per day), the total amount dedicated to data collection is estimated to be \$21,000 (\$3,500 per day over six separate days).
- Large special events may require different locations to be considered for traffic, especially if the City closes key streets or intersections during these events. This is not clear to us, and therefore we are unable to provide a specific set of locations.
- This leaves a fee estimate of \$6,500, or between 30 and 50 hours of staff time, to perform a succinct and focused analysis of this traffic data and expected impacts of new development. This will be oriented to understanding overall traffic operations and noting where critical challenges are needed. We do not have clear indication that this is the City's desired outcome from the traffic data collection task, but this is a conventional type of service (a traffic impact and operations analysis) that justifies the collection of data. Without this, it is not clear to us how data would be used, as traffic data and parking occupancy do not always follow parallel patterns.

It is important to note that the presence of State Route 13 adjacent to Flowery Branch's downtown core district means that any traffic analysis may require coordination with the Georgia Department of Transportation. We have assumed that our team will be asked to take on that coordination and this is reflected in the analysis portion of this item.

Item 3: This could include either participation at a downtown special event (using such approaches as a table or booth to display information and interact with participants) or a special public open house dedicated to the parking study. The fee amount includes staff time for participation, as well as preparation of display and information materials, and summary and documentation of the input received at the event. It does not include a survey.

Item 4: It is not known to our team the degree to which potential future development would provide additional parking, nor is it currently known whether additional parking will be needed. With these conditions in mind, this task would include suggested approaches for management of existing and

forthcoming development-related parking as well as potential locations for new parking *if our team determines that additional parking is needed*. This task will include presentation of the type of analysis we presented in the October 31 interview, wherein we compared observed parking levels in current conditions with the expected amount of parking that current land uses would be expected to generate. We will consider development inputs (from Item 1) as well as the observed parking activity (in Item 2) as a baseline for estimating future parking needs. Critically, though, this item will also speak to management-based approaches that ensure any new parking investments serve downtown to their best ability.

Item 5: This will include an assessment of current street sections and will build on the traffic analysis developed in the full-scope iteration of Item 2 to identify any potential challenges with circulation or parking accommodation. From our team's in-person observation of downtown, the current parking supply and traffic capacity on streets does not appear heavily used during typical daytimes, so this assessment will need to draw from findings in Item 2 to understand how this may vary in different conditions and periods of activity.

Item 6: This will be a high-level diagram of a recommended downtown street network configuration with conceptual illustrations of street cross-sections that would make up key downtown streets. It will include a downtown diagram map and up to five (5) different cross-sections.

Item 7: This will include up to three (3) virtual meetings with staff to discuss findings and gather feedback and direction from staff.

Item 8: We will use planning-level cost estimates for street-based enhancements and off-street parking enhancements and construction, as applicable. These will not include the full level of detail of a typical Opinion of Probable Cost (OPC), but will be drawn from the most current available information on material and item costs that factor into these OPCs.

Item 9: This will constitute a high-level review (3-4 hours of staff time) of available funding sources and general applicability. We will provide basic guidance on what constitutes competitiveness for any competitive funding sources.

Item 10: Parking management approaches will have been explored and largely articulated in other items; this item will include up to three (3) meetings with a City leadership team with a composition of its choosing (for instance, this may include elected officials, City executive management, or key City partners and stakeholders, as the City deems appropriate).

Item 11: This will include development of a presentation and one (1) presentation to the Flowery Branch City Council.

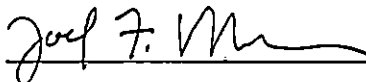
**EXHIBIT C
RFQ/P #44-014**

Mandatory Cost Proposal

NOTE: This Cost Proposal MUST be submitted in a separate, sealed envelope with the RFQ/P Number and bid due date/time written in lower left corner of the envelope.

The below signed Contractor agrees to provide all services outlined in this RFQ/P for the lump sum amount of: \$ 24,500.

Company Name: Stantec Consulting Services, Inc.

Signed: 

Printed Name: Joel Mann

Job Title: Principal

Date: September 20, 2023

**EXHIBIT C.1
CLARIFIED REQUIRED ITEMS COST WORKSHEET**

Cost Matrix of Required Items

Item	Description	Scope of work as described in October 31 Interview	Scope of work as described in November 10 request for detail, parking counts only	Scope of work as described in November 10 request for detail, parking and traffic counts and analysis
1	Review future development plans	\$600	\$600	\$600
2	Review and document existing downtown parking infrastructure, conduct 6 traffic counts of downtown (2 on typical weekdays, 2 on typical weekend days, and 2 during events). Validate reasonableness collected counts with staff	\$5,500	\$11,500	\$39,000
3	Intercept public input on downtown mobility and parking (whether by survey, open house, or intercept event)	\$3,400	\$3,400	\$3,400
4	Identify ideal locations for future parking infrastructure (whether it be on street, gravel or paved lots, or parking decks)	\$4,800	\$4,800	\$4,800
5	Conduct an analysis of existing street layouts	\$2,000	\$2,000	\$2,000
6	Identify potential changes to street layout or grid to improve mobility through downtown (whether it be intersection improvements, road diets, conversion to one-way traffic, etc.)	\$2,400	\$2,400	\$2,400
7	Work with City and Consultant staff regarding findings	\$1,000	\$1,000	\$1,500
8	Provide reasonable cost estimates for all proposed projects and improvements	\$1,200	\$1,200	\$1,600
9	List any funding mechanisms the City can consider to implement said projects	\$800	\$800	\$800
10	Present strategy of shared parking management	\$1,800	\$1,800	\$1,800
11	Present findings to Flowery Branch City Council	\$1,000	\$1,000	\$1,000
12	Other/Not Mentioned:	\$0	\$0	\$0
TOTAL FEE FOR EACH SCOPE ITERATION		\$24,500	\$30,500	\$58,900

Required Items: Detail and Assumptions for Fee Proposal Amounts

Item 1: This will be a concise review to determine overall development program and its expected impacts on traffic and parking, also noting key access points, additions to street network, and any proposals for parking supply.

Item 2: As discussed in the October 31 interview, this portion of the scope we described focused on parking inventory and occupancy data collection, with occupancy observed over three time periods representing different conditions of activity in downtown. This did not originally include traffic data collection.

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With the six traffic and parking counts requested in the November 10 additional request, we have increased this amount to capture parking activity over six different days. With the addition of traffic data collection, this also includes intersection turning movement counts at up to five (5) intersections in downtown with two daily traffic counts at two (2) locations. With each of these occurring on six different days, the costs for data collection alone are significant and based on the following assumptions:

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- Large special events may require different locations to be considered for traffic, especially if the City closes key streets or intersections during these events. This is not clear to us, and therefore we are unable to provide a specific set of locations.
- This leaves a fee estimate of \$6,500, or between 30 and 50 hours of staff time, to perform a succinct and focused analysis of this traffic data and expected impacts of new development. This will be oriented to understanding overall traffic operations and noting where critical challenges are needed. We do not have clear indication that this is the City's desired outcome from the traffic data collection task, but this is a conventional type of service (a traffic impact and operations analysis) that justifies the collection of data. Without this, it is not clear to us how data would be used, as traffic data and parking occupancy do not always follow parallel patterns.

It is important to note that the presence of State Route 13 adjacent to Flowery Branch's downtown core district means that any traffic analysis may require coordination with the Georgia Department of Transportation. We have assumed that our team will be asked to take on that coordination and this is reflected in the analysis portion of this item.

Item 3: This could include either participation at a downtown special event (using such approaches as a table or booth to display information and interact with participants) or a special public open house dedicated to the parking study. The fee amount includes staff time for participation, as well as preparation of display and information materials, and summary and documentation of the input received at the event. It does not include a survey.

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forthcoming development-related parking as well as potential locations for new parking *if our team determines that additional parking is needed*. This task will include presentation of the type of analysis we presented in the October 31 interview, wherein we compared observed parking levels in current conditions with the expected amount of parking that current land uses would be expected to generate. We will consider development inputs (from Item 1) as well as the observed parking activity (in Item 2) as a baseline for estimating future parking needs. Critically, though, this item will also speak to management-based approaches that ensure any new parking investments serve downtown to their best ability.

Item 5: This will include an assessment of current street sections and will build on the traffic analysis developed in the full-scope iteration of Item 2 to identify any potential challenges with circulation or parking accommodation. From our team's in-person observation of downtown, the current parking supply and traffic capacity on streets does not appear heavily used during typical daytimes, so this assessment will need to draw from findings in Item 2 to understand how this may vary in different conditions and periods of activity.

Item 6: This will be a high-level diagram of a recommended downtown street network configuration with conceptual illustrations of street cross-sections that would make up key downtown streets. It will include a downtown diagram map and up to five (5) different cross-sections.

Item 7: This will include up to three (3) virtual meetings with staff to discuss findings and gather feedback and direction from staff.

Item 8: We will use planning-level cost estimates for street-based enhancements and off-street parking enhancements and construction, as applicable. These will not include the full level of detail of a typical Opinion of Probable Cost (OPC), but will be drawn from the most current available information on material and item costs that factor into these OPCs.

Item 9: This will constitute a high-level review (3-4 hours of staff time) of available funding sources and general applicability. We will provide basic guidance on what constitutes competitiveness for any competitive funding sources.

Item 10: Parking management approaches will have been explored and largely articulated in other items; this item will include up to three (3) meetings with a City leadership team with a composition of its choosing (for instance, this may include elected officials, City executive management, or key City partners and stakeholders, as the City deems appropriate).

Item 11: This will include development of a presentation and one (1) presentation to the Flowery Branch City Council.

Cost Matrix of Optional Items

Item	Description	Fee Estimate
O-1	Large event planning guide for Flowery Branch (where to route traffic, implement temporary traffic changes, etc.)	\$15,000
O-2	Provide EV charger installment suggestions	\$2,500
O-3	Needs analysis for additional sidewalks and/or other pedestrian safety measures	\$5,000
	TOTAL FEE FOR OPTIONAL ITEMS	\$22,500

Total Cost (\$22,500 + \$30,500) = \$53,000

Optional Items: Detail and Assumptions for Fee Proposal Amounts

Item O-1: It is unclear to our team what level of detail the City expects from an event management plan. These can be extensive, involving detailed road closure information, traffic control and signal timing plans, and detailed person-hour assessments and operational plans on how personnel should implement plans in real-time events. They may also take a more simple and high-level approach with basic guidance points. Based on our understanding of the potential scale of Flowery Branch's largest events, this plan would reflect a level of detail somewhere between these two levels. It is expected to provide detailed route changes, street closure recommendations, and basic operational parameters for staging one smaller event and one larger event, to be determined by the City. It will also include coordination with the Georgia Department of Transportation for any event-based operations affecting sections of State Route 13 or its intersections, but our efforts will not include applying for or securing any permits from GDOT or receiving official approval.

Item O-2: As discussed in the October 31 interview, there are different levels of detail that this guidance could represent. This guidance will be high-level and provide best-practice information on potential changes to land development regulations and zoning ordinances, as well as best practice information on how to locate electric vehicle charging facilities in parking garages and lots. This will not include a detailed suggested map of locations, as numerous factors may make this map difficult or impractical to implement.

Item O-3: This is another item that could take on a high-level approach or take on significant detail to outline needs. The service proposed here would take a high-level approach (with between 25 and 35 consultant hours) to identify gaps and deficiencies in existing pedestrian infrastructure, including sidewalks, railroad crossings, intersection crossings, and traffic control oriented to pedestrians (such as pedestrian signals at intersections and flashing-beacon mid-block crossings). Based on the findings of other items, this item will recommend locations and potential design treatments to improve pedestrian safety, with planning-level cost estimates. This will not include a detailed review of safety data or collection of pedestrian counts.