

**REQUEST
FOR
PROPOSALS**

**PLANNING SERVICES FOR
CITY OF DECATUR
SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN**

**509 NORTH MCDONOUGH STREET
DECATUR, GEORGIA 30030**



December 18, 2023

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REQUEST FOR PROPOSALS
PLANNING SERVICES FOR
CITY OF DECATUR SAFE STREETS AND ROADS FOR ALL (SS4A) SAFETY
ACTION PLAN

509 NORTH MCDONOUGH STREET
DECATUR, GEORGIA 30030

The City of Decatur, Georgia will receive sealed proposals from qualified firms experienced in transportation planning and engineering to support the City of Decatur in developing a Safe Streets and Roads for All (SS4A) Safety Action Plan in the City Manager's Office, 509 North McDonough Street, Decatur, Georgia 30030 until 2:00 p.m. on Thursday, February 1, 2024.

This project is funded by the federal Safe Streets and Roads for All (SS4A) Action Plan Grant with matching dollars from the City of Decatur. Firms or teams will be required to comply with all applicable regulations of the City of Decatur and the State of Georgia. All activities must be performed in strict adherence to applicable federal regulations, and the developed plan must meet the requirements in the FY2022 SS4A Notice of Funding Opportunity (NOFO).

A mandatory pre-proposal conference will be held in the Hawkins Hall meeting room of the Administration Building at Legacy Park on Thursday, January 11, 2024 at 10:00 a.m. Any questions and/or misunderstandings that may arise from this proposal should be submitted, in writing, and forwarded to the Deputy City Manager prior to this conference. Answers to such questions that materially change the conditions and specifications of this request for proposal will be sent to all attendees as an addendum. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this Request for Proposals must attend this briefing session in order for their submittal to be considered. A site visit may be arranged at a later date.

Responses to this Request for Proposals (RFP) shall include technical and fee proposals along with all other information requested in this RFP. The fees shall be the full cost to the City of Decatur. The instructions are an integral part of any proposal. The City of Decatur anticipates making a single award. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

Firms shall not discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or

veteran/military status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and, participation in recreational and educational activities.

Submittal of a proposal indicates acceptance of the conditions contained in the RFP. The City of Decatur reserves the right to retain all proposals submitted. All proposals are public records to the extent required by the Georgia Open Records Act. The City of Decatur reserves the right to accept or reject any or all proposals, to waive informalities, to negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

The Request for Proposals is available online at www.decaturga.com/requestforproposals. For additional information, contact Jennings Bell, Project Civil Engineer, at 678-553-6529 or jennings.bell@decaturga.com.

REQUEST FOR PROPOSALS
PLANNING SERVICES FOR
CITY OF DECATUR
SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN

509 NORTH MCDONOUGH STREET
DECATUR, GEORGIA 30030

INSTRUCTIONS

1. **Intent:** It is intended that these Instructions and the Schedules and Specifications shall define and describe the complete services to be provided.
2. **Examination:** Firms are advised to examine all documents and current descriptions of the services in order to become fully informed as to their conditions. This includes conformity with specific standards and the character, quality and quantity of the services provided. Failure to examine these areas will not relieve the Designer of its obligation to furnish all products and services necessary to carry out the provisions of the contract.
3. **Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference will be held in person on Thursday, January 11 at 10:00 a.m. at City of Decatur City Hall at 509 North McDonough Street, Decatur, GA 30030.

Any questions and/or misunderstandings that may arise from this proposal should be submitted, in writing, and forwarded to the Deputy City Manager prior to this conference. Answers to such questions that materially change the conditions and specifications of this request for proposal will be sent to all attendees as an addendum. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this Request for Proposals must attend this briefing session in order for their submittal to be considered.

4. **Selection of Firm or Team:** The contract will be awarded to the firm or team that in the City's opinion is the most responsive and responsible according to the criteria provided in Section D of this RFP.
5. **Responsiveness:** The City will consider the degree to which each firm has submitted a complete proposal without irregularities, exclusions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
6. **Submission of Proposals:** It is the firm's responsibility to have its sealed proposal at the City Manager's Office, 509 North McDonough Street, Decatur, Georgia 30030, by 2:00 p.m. on Thursday, February 1, 2024, the deadline for submission. Proposals received after the deadline will remain unopened and will not be considered. The following address should be used on the outside of the envelope containing the proposals:

**City Manager
City of Decatur
509 North McDonough Street
Decatur, Georgia 30030**

**REQUEST FOR PROPOSALS
PLANNING SERVICES FOR
CITY OF DECATUR
SAFE STREETS AND ROADS FOR ALL (SS4A) SAFETY ACTION PLAN**

**509 NORTH MCDONOUGH STREET
DECATUR, GEORGIA 30030**

7. **Proposals**: An original and six copies of the proposal shall be submitted. Fewer copies of extensive materials covering the firm's work are acceptable. Proposals should be limited to no more than 20 pages and should be in an 8½" x 11" format. Please submit proposals in Microsoft Word and PDF file formats on a thumb drive or equivalent.

SECTION A

SCHEDULE

Date	Activity	Estimated
1.	List RFP on Web Site:	12-18-23
2.	Advertise Proposals:	12-28-23
3.	Pre-Proposal Conference:	1-11-24
4.	Deadline for questions:	1-18-24
5.	Response to questions:	1-25-24
6.	Deadline for receipt of proposals:	2-1-24
7.	Presentations by selected firms:	Week of 2-26-24
6.	City Manager makes recommendation to City Commission:	3-25-24
7.	City Commission takes formal award/rejection action:	3-25-24
8.	Notice of award and contract documents sent to successful firm:	3-26-24
9.	Firm returns executed agreement:	3-29-24
10.	Issue Notice to Proceed with effective date of agreement:	3-29-24

SECTION B

SERVICES

GENERAL

The City of Decatur, Georgia, is seeking the services of a firm, partnership, joint venture or team experienced in multimodal transportation planning and engineering to support the City of Decatur in developing a Safe Streets and Roads for All (SS4A) Safety Action Plan focused on reducing and eliminating severe injury and fatality crashes on all roadways within the City.

Services shall include data collection, existing conditions analysis, public and stakeholder engagement, equity analysis, assessment of current policies and plans, identification of projects and strategies, and implementing a system for measuring progress, as described further in the Scope of Services. The developed plan must meet the requirements in the FY2022 SS4A Notice of Funding Opportunity (NOFO).

Qualified firms must demonstrate competence and expertise in graphic and oral communications to diverse groups and expertise in facilitating consensus from multiple public and private interests related to the project.

BACKGROUND

The City of Decatur prioritizes safety of all roadway users as exemplified through various programs such as its Safe Routes to School (SRTS); designations including Gold-Level Walk Friendly Community and Silver-Level Bike Friendly Community; adopted plans including the 2016 Decatur PATH Implementation and Connectivity Plan, the 2018 Community Transportation Plan Update (CTP), and the city's 2020 Strategic Plan; and the construction of 3.25 miles of road diets, 19 miles of bike lanes, and 82.4 miles of sidewalks.

In 2023, the City of Decatur was awarded a grant from the USDOT to develop a Safe Streets and Roads for All (SS4A) Safety Action Plan, supporting the CTP recommended goal for the city to craft a Vision Zero Action Plan. The purpose of the SS4A program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The City of Decatur will develop a comprehensive Safety Action Plan focused on promoting a culture of safety through collaboration among all safety stakeholders that refocuses transportation design and operations on anticipating human mistakes and limiting impact forces to reduce crash severity and save lives.

Furthermore, a successful Safety Action Plan will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;

- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department’s mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

The SS4A program aligns with the USDOT National Roadway Safety Strategy (NRSS), which includes the Safe System Approach as a guiding principle to advance roadway safety.

The anticipated project budget available for consultant services is \$250,000.

The anticipated overall schedule based on the funding agreement milestone dates and City target dates is outlined below:

Milestone	Funding Agreement Date	Target Schedule Date
Planned Draft Action Plan Completion Date:	3/30/2025	2/28/2025
Planned Action Plan Completion Date:	6/30/2025	5/30/2025
Planned Action Plan Adoption Date:	9/30/2025	6/30/2025
Planned SS4A Final Report Date:	11/30/2025	9/30/2025

SCOPE OF SERVICES

The professional services sought in this request include the development of a Safe Streets and Roads for All (SS4A) Safety Action Plan focused on reducing and eliminating severe injury and fatality crashes on all roadways within the City. The plan will cover both state routes and local streets within the city limits.

The City will provide the following data to support the plan development:

- Existing GIS right-of-way centerlines
- 2024 pavement assessment
- 2024 inventory of sidewalks and locations of curb ramps

The consultant shall perform the following tasks:

Task 1: Project Management

- a. Develop a project management plan and schedule.
- b. Lead bi-weekly (every other week) project team meetings with City staff and distribute minutes.

Submit monthly invoices and progress reports.

- c. Assist the City with quarterly SS4A program reporting.

Task 2: Data Collection & Analysis

- a. Collect existing data needed for crash and systemic safety analysis. Examples include but are not limited to: historical crash and traffic data; land use and demographic data; and existing built environment and roadway characteristics.
- b. Provide a baseline analysis of crashes involving fatalities and serious injuries on all public roadways within the city limits.
- c. Analyze crash locations, crash severity, contributing factors, and crash types by relevant road users, including motorists, pedestrians, cyclists, and transit users.
- d. Perform an analysis of systemic and specific safety needs, including high-risk road features, safety needs of road users, public health considerations, and the built environment.
- e. Develop a geospatial identification of higher-risk locations, including a High-Injury Network.
- f. Analyze crash data within underserved communities and note any disproportional safety impacts.

Task 3: Public & Stakeholder Outreach

- a. Engage with the public and relevant stakeholders, including community groups, private sector representatives, and overlapping jurisdictions.
- b. Identify underserved communities through data analysis and initial equity impact assessments.
- c. Incorporate targeted outreach for meaningful representation and feedback among underserved communities.
- d. Incorporate children and youth in the public participation process.
- e. Support the City in forming a committee or working group for oversight of the Safety Action Plan development, implementation, and monitoring. Meet with the established committee at regular intervals.
- f. Collaborate with city entities, including the Mobility Board, Better Together Advisory Board, and others.
- g. Engage with stakeholders such as the Fire Department, Police Department, EMS, Decatur City Schools, City of Decatur Safe Routes to School & Safe Routes to Parks, and the City's Equity and Engagement Director.
- h. Develop branding to support the goals of the project.
- i. Provide materials for the City's website and public communications.

Task 4: Assessment of Current Policies & Plans

- a. Review and assess current policies, plans, guidelines, programs, and standards related to transportation safety. Examples include but are not limited to:
 - 2030 Strategic Plan
 - 2018 Community Transportation Plan
 - 2022 Recreatur
 - 2017 City of Decatur PATH Plan

- 2024 Pavement Assessment and Sidewalk Inventory and Assessment
 - The City's existing traffic calming process, traffic calming web page, and process for responding to citizen requests related to traffic safety
- b. Recommend strategies to coordinate and align plans and processes with other governmental planning efforts to promote and prioritize safety.
 - c. Recommend elements for a new Complete Streets ordinance.
 - d. Identify data needs, policy opportunities, and other steps the City can take to:
 - Maintain Silver-Level Bicycle Friendly Community status and pursue Gold Level, and
 - Maintain Gold-Level Walk Friendly Community status and pursue Platinum Level.

Task 5: Action Plan

- a. Develop a comprehensive set of projects and strategies to address safety based on data, best practices, stakeholder input, and equity considerations. Interventions may address infrastructure, behavioral, and/or operational safety and may be organized around focus and/or emphasis areas identified in the plan. Strategies should incorporate the principles of the Safe System Approach.
 - The projects should include low-cost incremental measures that can be deployed quickly that can be developed into larger projects.
 - The plan should be holistic, addressing both infrastructure and non-infrastructure (e.g., behavioral, programmatic, etc.) strategies.
 - Recommendations should specify when coordination is needed with other departments or agencies (e.g., Fire Department, Police Department, EMS, Decatur City Schools, GDOT, etc.).
 - Project recommendations should include specific locations and descriptions.
 - Examples of strategies the City is interested in exploring include but are not limited to: a no right turn on red policy, a stop sign placement policy, speed limits and speed management, leading pedestrian intervals (LPIs), addressing sidewalk network gaps (especially in relation to safe routes to school and parks), and incorporating safety strategies in road repaving and maintenance projects.
- b. Develop planning-level cost estimates for projects, strategies, and tools identified in the plan.
- c. Create a project prioritization strategy, and identify time ranges for when projects and strategies can be realistically deployed.
- d. Complete an equity analysis of the impact of proposed projects and strategies.
- e. Identify opportunities for quick-build projects.

- f. Develop conceptual plans and planning-level cost estimates for the highest priority projects.
- g. Develop targets within the plan to reach zero roadway fatalities and severe injuries, or set targets that have a significant decline in roadway fatalities and significant injuries by a date set by the stakeholders.
- h. Research and develop funding recommendations for the list of projects and strategies.
- i. Identify evaluation metrics and develop a process for monitoring progress over time.
- j. Summarize all findings, strategies, and recommendations in a cohesive final report.
- k. Present the plan to the Decatur City Commission.

Task 6: Data Dashboard

- a. Develop a method to measure progress over time after the Safety Action Plan is developed.
- b. Create a public-facing data dashboard hosted on the City website.
- c. Clearly document the process for the City to maintain and update the dashboard in the future.

SECTION C

FEES

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

Firms will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in Section B as will be accomplished and described in its technical proposal. The City anticipates ordering all tasks; however, it reserves the right to modify the tasks described in Section B.

Proposed fees should be listed by phase and task (as described in Section B) as well as a total for all phases and tasks. Additionally tasks or phases added to the project will need to be documented and detailed in the proposal. The City of Decatur reserves the right to request a specific breakdown of item costs within each task. Costs shall be inclusive, with printing, copying, postage, deliveries, travel and all other categories included. Proposed costs should be itemized to show the number of hours of direct labor for each task, overhead rate, profit, and other direct costs.

In addition to the comprehensive fee schedule described above, please provided a **FEE SUMMARY** form on page 14 of this RFP.

Firms or teams will be required to comply with all applicable regulations of the City of Decatur, the State of Georgia, and the Federal Government.

FEE SUMMARY

**SAFE STREETS AND ROADS FOR ALL (SS4A)
SAFETY ACTION PLAN**

Task 1 – Project Management

Services Fee \$ _____

Task 2 – Data Collection and Analysis

Services Fee \$ _____

Task 3 – Public and Stakeholder Outreach

Services Fee \$ _____

Task 4 – Assessment of Current Policies and Plans

Services Fee \$ _____

Task 5 – Action Plan

Projects Conceptual Plans & Estimates \$ _____

Projects Prioritization & Scheduling \$ _____

Recommendations & Report \$ _____

SUBTOTAL Services Fee \$ _____

Task 6 – Data Dashboard

Services Fee \$ _____

TOTAL FEES: \$ _____

Note: All fees include required reimbursables.

SECTION D

TECHNICAL AND FEE PROPOSALS

INTRODUCTION

Overview. Firms shall provide detailed information so as to demonstrate its understanding of the services requested.

Documents. Proposals should be limited to no more than 20 pages and should be in an 8½" x 11" format. An original and six copies of the proposal shall be submitted. Fewer copies of extensive materials covering the firm's work are acceptable. Please submit proposals in Microsoft Word and PDF file formats on a thumb drive. Proposals shall include the forms provided in the RFP.

Submission. The firm shall package and seal its proposal so that it will not be damaged in mailing or shipping. All proposals and supporting documents will be submitted in accordance with the "Instructions" Section.

QUALIFICATIONS

Firms responding to this RFP must have been engaged in master planning, recreation and athletic facility design, landscape architecture, civil, structural, mechanical, electrical, plumbing engineering, environmental assessment and related areas and be licensed to practice in their appropriate field in the State of Georgia.

Personnel: Firms shall have personnel available for assignment to this project who are experienced in all areas of expertise required by the scope of services.

References: Firms shall provide references for three similar assignments within the past five years.

Insurance: Firms shall carry a minimum of Two Million Dollars (\$2,000,000) professional liability policy to protect the City in case of errors, acts or/and omissions of the firm. Firms shall also carry an umbrella policy with at least \$5,000,000 in additional coverage to be placed over the General Liability/Products Liability, Employers Liability and Automobile Liability.

Independence: Firms shall be completely independent of any manufacturer or supplier of the types of material and/or equipment that may be required for the project.

TECHNICAL APPROACH

Methodology: Explain the methodology you propose to successfully perform the services outlined in Section B.

Schedule: Include in your proposal a project schedule indicating key milestones related to the firm's methodology.

FIRM EXPERIENCE

Projects. In this section, the firm shall provide a detailed description of three similar assignments, on behalf of local governments or similar clients (e.g., boards of education, parks districts, public authorities, institutions of higher learning, private institutions, etc.) within the southeastern United States completed during the past five years and/or in which it is presently engaged. Include for each engagement:

Client name

Contact person

Telephone number, email address

Brief description of the projects, their costs and services provided on each.

Total budget cost and describe in detail whether project was/was not completed on time and within budget.

Photo of project

Company Capabilities. The firm shall provide a description of its limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, what priority it intends to place on this project and how it intends to "staff up" if necessary, should it be chosen as the Consultant.

Company Primary Business. Provide the firm's primary business interest and/or operations including organization and affiliations.

Company Information. Provide the following:

List firm name, address, telephone number, fax number, and email address.

Name of firm's primary contact person, telephone number and email address.

List firm's total number of employees, by discipline.

List year firm was established.

List amount of liability insurance carried.

PERSONNEL EXPERIENCE

Project Team Information

Organizational Chart. Show an organizational chart for this project.

Personnel. Include resumes of proposed personnel showing education, qualifications, and experience. Provide a statement that a person assigned to a specific project will remain with that project until completed. The City will permit substitution only after it has given written approval and reserves the right to reject or accept any substitution in personnel proposed during the project.

Identify Key Team Leads as Follows.

- Project Manager
- Equity & Outreach Lead
- Data Collection & Analysis Lead
- Safety Strategies Lead
- Pilot Projects Lead

FEE PROPOSAL

Reasonableness. Fee Proposals will be evaluated for completeness and reasonableness as it relates to the technical proposal.

Best Value. The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by budget constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Financial Report. The Proposal shall include the firm's last annual report or financial statement that will demonstrate its financial stability and ability to undertake this project.

Assurances. Assurances in Section E shall be submitted with the Proposal.

SUPPLEMENTAL INFORMATION

Provide a statement explaining any exceptions taken to this RFP. In every case, the City will assume compliance unless a specific exception is taken.

EVALUATION FACTORS

The Joint Project Management Team will evaluate the proposals based on technical merit and price. It is the intent of the City to choose the firm whose proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's

opinion, such rejection is in its best interests.

Evaluation Method. The Joint Project Management Team will review each proposal. Its review and evaluation will be based on the following factors. A total of 100 points are available.

1. Staff capacity and experience on similar projects. Evidence of past success in the completion of similar projects on time and within budget is especially important. (20 points)
2. Staff capacity and availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, and preliminary work program and schedule. A demonstration of the ability to complete the work on schedule is important. (15 points)
3. Quality and thoroughness of the proposal. Understanding of the project and approach to the required tasks. (15 points)
4. Staff knowledge of Decatur and an understanding of the City, its ordinances, guiding plans, community goals and engagement practices. (10 points)
5. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and business interests. (20 points)
 - a. Non-Qualifications Based Criteria (20 points)
6. A local presence that adds value to the quality and efficiency of performance. (10 points)
7. Participation of a qualified and certified Disadvantaged Business Enterprise as Proposer or Subproposer. (10 points)

Firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, subconsultants and staff. Evidence of such diversity should be part of the submittal.

Oral Presentations and Interviews. Following the evaluation of the proposals, the City may request a limited number of firms to make oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in the City of Decatur at a mutually acceptable date and time. Presently, it is expected that presentations will take place during the week of February 26, 2024

Negotiations. Following any presentations, the finalists shall be re-evaluated. The City may negotiate with the firm or team whose proposal is determined to be most advantageous to the City. If negotiations with the selected firm fail, negotiations shall be

initiated with additional firms until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

Agreement. If the negotiation produces mutual agreement, the draft agreement included with the RFP shall be completed and forwarded to the firm for execution. The draft agreement format will be the only acceptable document for execution.

The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

Reservations. Submittal of a proposal indicates acceptance of the conditions contained in this request. The City of Decatur reserves the right to retain all proposals submitted. All proposals are public record to the extent required by the Georgia Open Records Act. The City of Decatur reserves the right to accept or reject any or all proposals, reserves the right to waive informalities and negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

SECTION E

ASSURANCES

NON-DISCRIMINATION

It is the City of Decatur’s policy to provide an equal opportunity for all businesses to participate in City contracts regardless of actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. The City seeks to ensure that minority-owned and operated firms have the opportunity to participate in the purchasing process, including bidding, negotiations and contract awards. The City will not knowingly conduct business with firms who do not have a non-discrimination policy in place that prohibits discrimination based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status.

Firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, subconsultants and staff. Evidence of such diversity should be part of the submittal.

Non-Discrimination Plan. The firm will develop and implement a non-discrimination policy that, as a minimum, ensures it will recruit, hire, train, and promote, at all levels, without regard to actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. The firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and, participation in recreational and educational activities.

The firm will ensure its non-discrimination policies apply to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have the above non-discrimination policy in place?

Yes

No

b. If the answer to a. above is no, will the firm have such a policy in place for this

project?

Yes

No

Statement of Assurance. The firm herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

LEGAL AND CHARACTER QUALIFICATIONS

Claims and Lawsuits. Is your firm involved in any pending claims or lawsuits? If so, please describe.

AFFIDAVIT

This proposal is submitted to the City of Decatur, Georgia (the City) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in Georgia. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding on the firm and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the agreement.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the City, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in this project and the firm's response.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____

Email: _____

**SAMPLE
AGREEMENT**

THIS AGREEMENT, entered into as of this _____ day of _____,
_____, by and between

_____,
(hereinafter referred to as the "Consultant") and the City of Decatur, Georgia (hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to render certain technical or professional services hereinafter described in connection with

(hereinafter referred to as the "Project"); and

WHEREAS, the Consultant desires to render such services in connection with the Project.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City Manager or his/her authorized agent (as used herein the City Manager's "authorized agent" shall mean that person designated by the City Manager in writing to the person executing this contract on behalf of the Consultant), the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Consultant are to commence no later than seven (7) days after the execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". All services required hereunder shall be completed on or before _____. Provided, however, that Consultant shall not be responsible for any delays caused by the City, the City's consultants, or circumstances beyond the Consultant's control.

4. Compensation and Method of Payment. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made a part hereof. In no event however, will the total compensation to be paid the Consultant under this contract exceed the sum of

(excluding such costs as printing and reproduction costs, courier costs, travel and similar costs).

5. Progress Payments. Unless otherwise provided in Attachment "B", the Consultant shall be entitled to receive progress payments on the following basis: As of the last day of each calendar month during the existence of this contract, the Consultant shall submit to the City an invoice for payment based on the percentage of completion of the Project through the invoice period. Subject to the City's right to verify the accuracy of the invoice and the satisfactory performance of the work evidenced thereby, the City will make payments to the Consultant as the work progresses but not more often than once a month. Invoices must cover a period ending with the end of a month and must be received within five (5) days following the end of the invoice period. The Consultant will be paid an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the work and services actually performed as of the end of the invoice period bear to the total work and services to be performed by the Consultant under this contract, less all previous progress payments made pursuant hereto. Upon completion and acceptance by the City of the work, including the receipt of any final written submission of the Consultant, the City shall pay the Consultant a sum equal to one hundred per cent (100%) of the compensation to be paid under this contract, less the total of all previous payments made.

6. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the City nor shall such personnel have been employees of the City during any time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of the City Manager or his/her authorized agent. Further, Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of the City Manager or his/her authorized agent.

7. Approval of Subcontracts. None of the work or services to be performed under this contract by the Consultant shall be subcontracted without the prior written approval of the City Manager or his/her authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, the Consultant shall provide the City with such documentation as the City Manager shall require, regarding the method the Consultant used in selecting its subconsultant. The Consultant acknowledges that if the work or services to be performed under this contract is financed solely or partially through Federal funds, the selection of subconsultants is governed by regulations requiring competition between potential subconsultants or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.

8. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the City shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The City may require the Consultant to meet with designated officials of the City from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.

9. Reports. The Consultant shall furnish the City with a monthly narrative progress report, in such form as may be specified by the City Manager or his/her authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be furnished within five (5) days of the end of the month of such report.

10. Inspections. Authorized representatives of the City may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representative of the City for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of his/her professional obligation to correct, at his/her expense, any errors found in the work.

11. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the contract, and for three years from the date of final payment under the contract, for inspection by the City, and if the work and services to be performed under this contract is wholly or partially funded with Federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

12. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by the City Manager or his/her authorized agent, for the performance by the Consultant of the work and services required by this contract shall be furnished to the Consultant without charge by the City. The City, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.

13. Rights in Documents Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for him under the terms of this contract shall be delivered to, become and remain the property of the City upon termination or completion of the work. The City shall have the right to use same without restriction or limitation and without

compensation to the Consultant other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subconsultants. If this contract provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this contract shall be the property of the City, and may be used as the City sees fit including the right to re-use and republish the same without limitation.

14. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of the City Manager or his/her authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization by the Consultant, until the City Manager or his/her authorized agent authorizes the release of same in writing.

15. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees or subconsultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subconsultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph 16, the Consultant shall request in writing the advice of the City Manager, and if the City Manager shall notify the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

16. Interest of Members of the City and Others. No officer, member or employee of the City, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the City, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

17. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefit to

arise therefrom.

18. Nondiscrimination. The Consultant will not discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and, participation in recreational and educational activities. The Consultant confirms that it has a non-discrimination policy in place that prohibits discrimination based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status.

19. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work herein, but only to the extent caused in whole or in part by acts or omissions of the Consultant, its officers, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, except that this indemnification shall not extend to damages caused by or resulting from the sole negligence or intentional acts or omissions of the indemnity. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Subparagraph. Such obligation shall not be construed to limit or negate the Consultant's right to seek contribution from any or all joint obligees whose acts or omissions in whole or in part gave rise to the claim, damage, loss or expense indemnified hereunder.

20. Insurance. The Consultant shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City, nor shall the Consultant allow any subconsultant to commence work on his subcontract until all similar insurance required of the subconsultant has been so obtained and approved by the Consultant. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the City, with a current A.M. Best rating of no less than A-:VII or equivalent. The Consultant and any subconsultants must maintain the required insurance coverages for the duration of this agreement. The Consultant shall procure and maintain, at his/her own expense, and shall cause any subconsultants to procure and maintain the minimum insurance coverages listed below.

a. Workers' Compensation - The Consultant shall procure and shall maintain during the

life of this agreement, Statutory Worker's Compensation Insurance and Employers' Liability Insurance for all of its employees to be engaged in work on the project under this agreement, and in case any such work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance and Employers' Liability Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Workers' Compensation Insurance and Employers' Liability Insurance.

b. Comprehensive General Liability - The Consultant shall procure and shall maintain during the life of this agreement, such Comprehensive General Liability Insurance as shall protect it and any subconsultant performing work covered by this agreement from claims for damages for Bodily Injury, including accidental death, as well as from claims for property damages, which may arise from operations under the agreement, whether such operations are by the Consultant or by any subconsultant or by anyone directly or indirectly employed by either of them as well as products/completed operations coverage to protect the work being performed and completed by the Consultant and its subconsultants. The amount of insurance shall not be less than the following:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit

c. Errors & Omissions/Professional Liability - The Consultant shall hold the City and the Board of Education of the City of Decatur harmless from any liability arising from acts or omissions of the Consultant's employees or subconsultants and shall furnish to the City certificates of insurance certifying that the Consultant is carrying errors and omissions/professional liability insurance in amounts not less than the following:

\$1,000,000	Each claim
\$2,000,000	Annual aggregate

d. Automobile Liability - The Consultant shall procure and maintain during the life of this agreement, Comprehensive Automobile Liability Insurance in amounts not less than the following:

\$1,000,000	Bodily Injury or death to any one person
\$1,000,000	Bodily Injury, each occurrence
\$1,000,000	Property Damage, each occurrence

The insurance shall include coverage for owned, non-owned and hired vehicles used in the performance of this agreement.

e. Umbrella Policy - The Consultant shall have an umbrella policy in place to provide at least \$5,000,000 in additional coverage limits for the work being performed under this agreement or an amount equal to that to be paid for the work being performed under this

agreement, whichever is greater. The umbrella should be placed over the General Liability/Products Liability, Employers Liability and Automobile Liability.

f. Additional Insured - The Consultant shall name the City as an additional insured and shall provide the City with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists the City as an additional insured for said work by Consultant.

g. Certificates of Insurance - Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail." The Consultant shall not commence work under this contract until all insurance described above has been obtained and the City has approved such insurance.

21. Changes. The City may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this contract.

22. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of his/her interest in this Agreement without the prior written approval of the City Manager or his/her authorized agent.

23. Termination for Convenience. Either party to this contract may terminate said contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this contract (as more fully described in paragraph 14 above) shall, at the option of the City, become its property. If this contract is terminated by the City as provided in this paragraph 23, the Consultant will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Consultant under this contract, less payments of compensation previously made, provided however, that if less than sixty per cent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Consultant shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Consultant prior to the effective date of such termination, as authorized in Attachment "B."

24. Access to the Site; Photographs. The Consultant shall have access to project locations and sites at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its record and future use.

25. Compliance with Illegal Immigration Reform and Enforcement Act. Consultant and all subconsultants shall comply with Georgia's Illegal Immigration Reform and Enforcement Act of 2011.

26. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the day first above written.

ATTEST: _____
(CONSULTANT)

By: _____
Title:

CITY OF DECATUR

ATTEST: _____
By: _____
City Manager

APPROVED AS TO LEGAL FORM:

City Attorney

ATTACHMENT A

**SCOPE OF SERVICES
and
WORK SCHEDULE**

1. **Work and Services:** The Consultant shall perform in a satisfactory manner, as determined by the City, the work and services as outlined in the contract Attachment Exhibit A-1 which is attached hereto and made a part hereof by reference.

**Attachment
Exhibit A-1**

SCOPE OF SERVICES

**Attachment
Exhibit A-2**

SCHEDULE

ATTACHMENT B
COMPENSATION
and
METHOD OF PAYMENT

1. **Compensation:** In no event will the total compensation to be paid to the Consultant under this contract exceed the sum of

_____.

A breakdown of this compensation is shown in Exhibit B-1, which is attached to and made a part of this contract for financial reporting, monitoring and audit purposes.

2. **Method of Payment:** The following supplements that specified in paragraph 5 of the contract.

(A) Consultant's monthly invoices and monthly narrative progress reports are to be submitted to the City Manager or his/her authorized agent and must be received no later than the 5th day of the following month. The City may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

(B) Consultant's final invoice and final narrative progress report must be received by the City no later than five (5) days after the project completion date specified in paragraph 3 of the contract. The City may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.