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**Mayor Beverly H. Burks**

**Councilmembers:**

**Debra Johnson-Vice Mayor**

**Jamie Carroll**

**Sharifa Adde**

**Susan Hood**

**Yterenickia Bell**

**Mark Perkins**

**ChaQuias Miller-Thornton, City Manager**

## **CITY COUNCIL MEETING AGENDA**

**TUESDAY, JULY 1, 2025 - 7:00PM**

### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. PRESENTATION/ ADMINISTRATIVE BUSINESS**

- A. Employee of the Month Recognition – June 2025
- B. Business of the Month Recognition – June 2025
- C. Presentation of Youth Displacement Project – Grant Proposal for Business Opportunity
- D. To approve the following meeting minutes:
  - 1. 6/3/2025 – City Council Meeting
  - 2. 6/18/2025 – Special Called City Council Meeting/ Public Hearing (10:00 AM)
  - 3. 6/18/2025 – Special Called City Council Meeting/ Public Hearing (6:30 PM)
  - 4. 6/26/2025 – Special Called City Council Meeting/ Public Hearing and Adoption
  - 5. 6/26/2025 – City Council Work Session

### **4. REPORTS**

- A. City Manager's Report
- B. City Attorney's Report
- C. Council Remarks
- D. Mayor's Report

### **5. PUBLIC COMMENTS**

*Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.*

### **6. OLD BUSINESS**

- A. **Public Hearing** - To receive comments from the public regarding an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of Municipal Court Judges.
- B. To consider the second adoption of an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of Municipal Court Judges.

### **7. CONSENT AGENDA**

- A. To approve a proclamation designating July as "Park and Recreation Month".
- B. To approve a resolution approving an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston.



C. To approve a four-year lease with maintenance agreement with Toshiba for six copy machines in the amount of \$49,968.

**8. NEW BUSINESS**

A. To consider a resolution awarding a consulting services agreement to Kimley–Horn and Associates, Inc. for the Safe Streets for All (SS4A) Comprehensive Safety Action Plan.

**9. ADJOURNMENT**

**PUBLIC PARTICIPATION BY VIDEO CONFERENCE**

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, July 1, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

[https://us02web.zoom.us/webinar/register/WN\\_YrYZxaTMTzuDP7i-4VOTmQ](https://us02web.zoom.us/webinar/register/WN_YrYZxaTMTzuDP7i-4VOTmQ)

After registering, you will receive a confirmation email containing information about joining the webinar.



## CITY OF CLARKSTON

ITEM NO: 3B

### WORK SESSION/ CITY COUNCIL MEETING

**MEETING TYPE:**

Council Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**

Presentation

**MEETING DATE: JULY 1, 2025**

**SUBJECT:** Employee of the Month Recognition – June 2025

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☒ YES ☐ NO

**PAGES:**

**PRESENTER CONTACT INFO:** Dr. Dwight L. Baker

**PHONE NUMBER:** 404.824.8135

**PURPOSE:**

To recognize and reward exceptional employee performance, fostering a culture of appreciation and motivation.

**NEED/IMPACT:**

- Highlighting outstanding contributions enhances employee morale and engagement.
- Celebrating achievements promotes a positive work environment and inspires others to excel.

**RECOMMENDATION:**

Announce the Employee of the Month during monthly Council meetings and through internal communications to ensure recognition is well-publicized.

The Employee of the Month will:

- Receive a \$50 gift card.
- Be featured in internal and social media communications.
- Become eligible for nomination as the Employee of the Year.



## CITY COUNCIL

ITEM NO: 3C

### WORK SESSION/ CITY COUNCIL MEETING

**MEETING TYPE:**  
Council Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**  
Presentation

**MEETING DATE: JULY 1, 2025**

**SUBJECT:** Business of the Month - June 2025

**DEPARTMENT:** Community Development

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☐ YES ☒ NO  
**PAGES:** N/A

**PRESENTER CONTACT INFO:** Jacob Bouie  
**PHONE NUMBER:** 470.292.9569

**PURPOSE:** To recognize and celebrate outstanding local businesses that contribute to the vitality, growth, and community spirit of the City of Clarkston.

**NEED/ IMPACT:**

- Recognizing businesses encourages continued excellence and innovation among the local business community.
- Celebrating entrepreneurial contributions strengthens city pride and encourages greater civic and economic engagement.

**RECOMMENDATION:** Announce the Business of the Month during monthly City Council meetings and promote the recognition through City communication channels to increase visibility and engagement.

The Business of the Month will:

- Receive a certificate of recognition.
- Be highlighted on the City's website and social media platforms.
- Be eligible for nomination as the Business of the Year.



## CITY OF CLARKSTON

ITEM NO: XX

### CITY COUNCIL WORK SESSION

**MEETING TYPE:**  
Work Session

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**  
Discussion

**MEETING DATE:** June 1, 2025

**SUBJECT:** Business Opportunity Presentation – Youth Displacement Project (Grant Proposal)

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☒ YES ☐ NO  
**PAGES:**

**PRESENTER CONTACT INFO:** Dr. Dwight L. Baker  
**PHONE NUMBER:** 404.824.8135

#### **Agenda Item Request:**

##### **Purpose:**

As part of the DeKalb Youth Employment Program, the intern assigned to the City of Clarkston will be presenting a business opportunity proposal focused on addressing youth displacement through a targeted grant initiative. This presentation will explore a potential Youth Displacement Project designed to create sustainable support structures and resources for displaced or at-risk youth within the community.

##### **Need/Impact:**

Youth displacement continues to be a growing concern in urban and suburban communities, including Clarkston. Contributing factors may include housing instability, family disruption, limited employment opportunities, and lack of access to support services. A strategic intervention through a funded initiative would:

- Identify root causes and gaps in current youth support systems
- Provide direct services such as housing referrals, job training, and mentoring
- Increase community engagement and interagency collaboration
- Promote equity, stability, and empowerment among youth populations most at risk

The intern's proposal will provide a framework for how the City could pursue grant funding to implement this project, leveraging community partnerships and municipal support.

##### **Recommendation:**

It is recommended that the City of Clarkston support the continued development of this grant proposal and evaluate its potential for inclusion in the City's strategic initiatives. Stakeholder feedback and department-level collaboration should be encouraged to refine the scope and align the project with broader community development goals.

MINUTES OF A SPECIAL MEETING  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD  
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON WEDNESDAY, JUNE 18, 2025

On the 18<sup>th</sup> day of June 2025, at 10:04 a.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following Council Members were present: Vice Mayor Debra Johnson; Councilmembers Sharifa Adde, Susan Hood and Mark Perkins. Absent: Councilmembers Yterenickia Bell, and Jamie Carroll. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Cynthia Hammond (Finance Director); and Tomika R. Mitchell (City Clerk).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 10:04 a.m.

2. ROLL CALL

Councilmembers Sharifa Adde, Yterenickia Bell, and Jamie Carroll were absent during roll call.

3. PUBLIC COMMENTS

None.

4. NEW BUSINESS

A. Presentation and discussion of the Proposed 2025 Millage Rate.

City Manager, ChaQuias Miller-Thornton gave a presentation on the proposed 2025 Millage Rate of 19.298. She provided an overview of the millage rate, homestead exemptions, the rollback rate, and the millage rate calculation process.

She also reviewed the current year Property Tax Digest, the 5-Year History, the associated budget impacts and the history of city's tax collections.

*Councilmember Adde entered the meeting at 10:07a.m.*

The Council briefly discussed the proposed rate.

B. Public Hearing on the Proposed 2025 Millage Rate.

The Public Hearing opened at 10:22 a.m.

The following citizens presented public comments: Brian Medford, Amy Medford, Mike Maisano, Debbie Gathmann.

The Public Hearing closed at 10:33 a.m.

5. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (3-0).

The meeting adjourned at 10:37 a.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Beverly H. Burks  
Mayor

MINUTES OF A SPECIAL MEETING  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD  
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON WEDNESDAY, JUNE 18, 2025

On the 18<sup>th</sup> day of June 2025, at 6:30 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Vice Mayor Johnson called the meeting to order. The following Council Members were present: Councilmembers Sharifa Adde, Yterenickia Bell, Susan Hood and Mark Perkins. Absent: Mayor Beverly Burks and Councilmember Jamie Carroll. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Cynthia Hammond (Finance Director); and Tomika R. Mitchell (City Clerk).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 10:30 a.m.

2. ROLL CALL

Mayor Burks and Councilmember Carroll were absent.

3. PUBLIC COMMENTS

None.

4. NEW BUSINESS

A. Presentation and discussion of the Proposed 2025 Millage Rate.

City Manager ChaQuias Miller-Thornton delivered a presentation on the proposed 2025 Millage Rate, outlining two potential scenarios of 17.528 and 19.298. Ms. Miller-Thornton explained the millage rate, homestead exemptions, the rollback rate, and the millage rate calculations.

Ms. Miller-Thornton recommended a tentative adoption of a rate of or between 19.298 and no less than 15.953 mils and noted that the 15.953 mil rate will not result in adequate revenue to fund the fiscal year 2025 budget as adopted in December 2025. She also prov

The Council briefly discussed the proposed rate.

B. Public Hearing on the Proposed 2025 Millage Rate.

The Public Hearing opened at 6:54 p.m.

The following citizens presented public comments: Michelle Maserjian.

The Public Hearing closed at 6:59 p.m.

5. ADJOURNMENT

Councilmember Perkins Bell Perkins duly seconded the motion. Vice Mayor Johnson called for the vote and declared the meeting adjourned (5-0).

The meeting adjourned at 7:00 p.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Debra Johnson  
Vice Mayor

MINUTES OF A SPECIAL MEETING  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD  
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON THURSDAY, JUNE 26, 2025

On the 26<sup>th</sup> day of June 2025, at 6:02 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Sharifa Adey, Yterenickia Bell (virtual), Jamie Carroll, Susan Hood, and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Cynthia Hammond (Finance Director); Tomika R. Mitchell (City Clerk - virtual); and June Davis (Administrative Assistant).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 6:02 p.m.

2. ROLL CALL

All members of Council were present.

3. PUBLIC COMMENTS

None.

4. NEW BUSINESS

A. Presentation of the Proposed 2025 Millage Rate.

City Manager ChaQuias Miller-Thornton delivered a presentation on the proposed 2025 Millage Rate, outlining three potential scenarios: 16.625, 15.999, and 15.800. During the presentation, Ms. Miller-Thornton provided an overview of the millage rate, homestead exemptions, the rollback rate, and the methodology used in calculating the millage rate. She also reviewed the Current Year Property Tax Digest and 5-Year History, along with the associated budgetary impacts.

Following the presentation, Ms. Miller-Thornton and Finance Director Ms. Hammond responded to questions from the Council members regarding the current and prior budgets, as well as the implications of the various rollback rate options.

The Council briefly discussed the proposed rate.

B. Public Hearing on the Proposed 2025 Millage Rate.

The Public Hearing opened at 6:15 p.m.

The following citizens spoke during the public hearing against the Council passing an excessively high millage rate: Byron Delgado, Dawn Aura, Taylor Brooks, Steven W., and Simone Wilson.

The Public Hearing closed at 6:27 p.m.

Ms. Miller-Thornton informed the citizens that the 19.298 proposed millage rate was no longer a recommendation and provided an additional overview of the scenarios that were provided to the Council.

- C. To approve an ordinance to establish real property ad valorem tax assessments for tax year 2025 to establish the tax levy rate for tax year 2025; to establish reductions and exemptions on such taxes levied for tax year 2025; and for other purposes.

Councilmember Carroll made a motion to adopt and set the 2025 Millage Rate of 15.80 for 2025. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1). Vice Mayor Johnson voted “no” and Councilmember Bell was absent during the vote.

## 5. ADJOURNMENT

Councilmember Perkins made a motion to adjourn. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

The meeting adjourned at 6:58 p.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Beverly H. Burks  
Mayor

MINUTES OF A WORK SESSION  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA  
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON THURSDAY, JUNE 26, 2025

On the 26th day of June 2025, at 7:10 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell (virtual); Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller- Thornton (City Manager); Tomika R. Mitchell (City Clerk - virtual); Cynthia Hammond (Finance Director); June Davis (Administrative Assistant); Xavier Todd (Assistant Police Chief); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:10 p.m.

2. ROLL CALL

All members of Council were present.

Councilmember Carroll made a motion to add the item “To discuss a four-year lease with maintenance agreement with Toshiba for six copy machines in the amount of \$49,968” to the agenda for discussion. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. PUBLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To discuss a proclamation designating July as “Park and Recreation Month”.

Michael Duncan, Parks and Recreation Director presented for approval a proclamation designating July as “Park and Recreation Month”.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

5. OLD BUSINESS

No items of old business were discussed.

6. NEW BUSINESS

- A. To discuss a resolution approving an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston.

City Engineer, Larry Kaiser gave a brief overview of the Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston. The City desires to complete a beautification project at the I-285 Interchange at the East Ponce de Leon off-ramp, which is located in unincorporated DeKalb County, and the Church Street on-ramp, which is located within the municipal boundaries of the City of Clarkston (“the Project”) and the County desires to contribute to the cost of the Project for the use and enjoyment of all County and City residents.

The DeKalb County Governing Authority approved the allocation of \$30,000.00 for the Project and the City has obtained all necessary approvals to enter into this agreement. The County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

This matter was discussed by the Council.

Byron Delgado presented public comments.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

- B. To discuss the Safe Streets for All (SS4A) Review Committee’s recommendation of the highest ranked consultant proposal.

City Engineer, Larry Kaiser gave a brief overview of the SS4A and recommended selecting the highest ranked SS4A proposal and move forward with a contract to commence with SS4A scope of work as outlined in the RFP prepared by staff and approved by the US Department of Transportation. The Review Committee ranked the firms and met. Each committee member provided their scoring matrix and Kimley-Horn was unanimously selected by all committee members.

The City Engineer, with council approval, will meet with Kimley-Horn representatives prior to July 1<sup>st</sup> to refine the scope of work & to ensure compliance with the City’s agreement with the US Department of Transportation.

This matter was discussed by the Council.

Byron Delgado presented public comments.

This item is set to appear on the next City Council Meeting agenda.

- C. To discuss a four-year lease with maintenance agreement with Toshiba for six copy machines in the amount of \$49,968.

City Manager, Ms. Miller-Thornton, presented a four-year lease with maintenance agreement with Toshiba for six copiers that will be placed at the new city hall location and one at the Public Works building, replacing the current lease. The monthly amount is \$1,041 per month.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

## 7. ADJOURNMENT

Councilmember Bell made a motion to adjourn the meeting. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 7:41 p.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Beverly H. Burks  
Mayor



## CITY COUNCIL

ITEM NO: 6A&B

### WORK SESSION/ CITY COUNCIL MEETING

**MEETING TYPE:**  
Council Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**  
Consideration

**MEETING DATE: JULY 1, 2025**

**SUBJECT:** To consider the first adoption of an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of Municipal Court Judges.

**DEPARTMENT:** Administration Department

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☐ YES ☐ NO  
**PAGES:**

**PRESENTER CONTACT INFO:**  
Stephen Quinn, City Attorney  
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** To amend the City Charter to be consistent with State law that requires a two-year term of office for the municipal court judge.

**NEED/ IMPACT:** This ordinance must be adopted by the Council at two consecutive regular meetings to become effective.

**RECOMMENDATION:** To be consistent with the State law by amending the City Charter.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND THE CITY CHARTER TO BE CONSISTENT WITH STATE GENERAL LAW CONCERNING THE MINIMUM TERM OF MUNICIPAL COURT JUDGES; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Charter currently provides for the City of Clarkston Municipal Court, which is overseen by a qualified judge who is appointed by the City Council on an annual basis; and

**WHEREAS**, State law was amended to require that any individual appointed as a judge of a municipal court must serve a minimum term of two (2) years; and

**WHEREAS**, the City desires to amend its Charter to be consistent with state law; and

**WHEREAS**, the City is authorized to amend its Charter pursuant to its home rule powers as set forth in O.C.G.A. § 36-35-3.

**NOW THEREFORE, BE IT ORDAINED** by the City of Clarkston as follows:

**SECTION 1.** City Charter Section 3.04 is hereby deleted and replaced with the following language:

**“Sec. 3.04 – Municipal Court – Appointment of Judge.**

The City of Clarkston Municipal Court shall be presided over by a qualified judge appointed by the City Council to a two-year term of office. Such judge shall receive such compensation as shall be fixed by the City Council and shall serve at the pleasure of the City Council, subject to applicable State law regarding the removal of the judge during his/her term of office.

**SECTION 2.** This Ordinance is intended to be severable. If any section, subsection, paragraph, sentence or word of this Ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence or word of this Ordinance irrespective of the invalidity of any other section, subsection, paragraph, sentence or word.

**SECTION 3.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** This Ordinance shall become effective immediately upon its final adoption by the City Council at the second of two consecutive regular meetings.

APPROVED, this 3rd day of June, 2025.

SO ORDAINED, this 1st day of July, 2025.

ATTEST:

**CITY COUNCIL,  
CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

\_\_\_\_\_  
Beverly H. Burks, Mayor

Approved as to Form:

*Stephen Quinn*  
Stephen G. Quinn, City Attorney

**City of Clarkston**  
**NOTICE OF PUBLIC HEARING**

Notice is hereby given by the City of Clarkston, Georgia that the Clarkston City Council will hold a Public Hearing on **July 1 at 7:00 p.m.** at **[location]** to consider **an amendment to the Clarkston City Charter to bring it into accordance with State law concerning the minimum two-year term of municipal court judges.** A copy of the proposed amendment is on file for public inspection in both the Clarkston City Clerk's Office and the DeKalb County Clerk of Superior Court's Office.



## CITY OF CLARKSTON

ITEM NO: 7A

### CITY COUNCIL WORK SESSION

**MEETING TYPE:**  
Council Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**  
Approval

**MEETING DATE: JULY 1, 2025**

**SUBJECT:** To approve a proclamation designating July as “Park and Recreation Month”.

**DEPARTMENT:** Parks & Recreation

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☐ YES ☒ NO  
**PAGES:**

**PRESENTER CONTACT INFO:** Michael N. Duncan  
**PHONE NUMBER:** 404-725-8466

**PURPOSE:** Launched in 1985, this year marks the 40th anniversary of Park and Recreation Month!

Each July, we celebrate park and recreation professionals and how they improve the lives of tens of millions of people, making a lasting impact in communities across the country. Park and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later.

**Together,** we’re building and maintaining sustainable parks and green spaces for current and future generations.

**Together,** we’re building thriving communities focused on health and well-being.

**Together,** we’re building high-quality programs and spaces accessible and inclusive for all.

**Together,** we help people play and connect - through yoga, art classes, picnics and more.

**NEED/ IMPACT:** This year’s theme, “**Build Together, Play Together,** ” reminds us of the contributions of more than 160,000 full-time park and recreation professionals along with hundreds of thousands of part-time and seasonal workers and volunteers who maintain our country’s close-to-home parks.

**RECOMMENDATION:** Staff recommends approval by the Council to accept the proclamation declaring July, Parks & Recreation Month.



## **PROCLAMATION DESIGNATING THE MONTH OF JULY AS PARK AND RECREATION MONTH**

**WHEREAS**, park and recreation is an integral part of communities throughout this country, including Clarkston, GA; and

**WHEREAS**, park and recreation promotes health and wellness, improving the physical and mental health of people who live near park; and

**WHEREAS**, park and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

**WHEREAS**, park and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS**, park and recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS**, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS**, park and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, park and recreation is fundamental to the environmental well-being of our community; and

**WHEREAS**, park and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS**, our park and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Park and Recreation Month; and

**WHEREAS**, Clarkston, GA recognizes the benefits derived from park and recreation resources.

**NOW THEREFORE, BE IT RESOLVED BY** Clarkston City Council that July is recognized as Park and Recreation Month in the City of Clarkston, GA of 2025.

**IN WITNESS WHEREOF**, I, Beverly H. Burks, Mayor of the City of Clarkston, Georgia, have hereunto set my hand and caused the Seal of the City of Clarkston to be affixed this 1st day of July, 2025.

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*Mayor Beverly H. Burks, City of Clarkston*

*ATTEST:*

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*Tomika R. Mitchell, City Clerk*



## CITY COUNCIL

ITEM NO: 7B

### WORK SESSION/ CITY COUNCIL MEETING

**MEETING TYPE:**  
Council Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**  
Consideration

**MEETING DATE: JULY 1, 2025**

**SUBJECT:** To approve a resolution approving an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston.

**DEPARTMENT:** Administration

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☐ YES ☐ NO  
**PAGES:**

**PRESENTER CONTACT INFO:**  
ChaQuias Miller-Thornton, City Manager  
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** To approve a resolution approving an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston.

**NEED/ IMPACT:** An Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston. The City desires to complete a beatification project at the I-285 Interchange at the East Ponce de Leon off-ramp, which is located in unincorporated DeKalb County, and the Church Street on-ramp, which is located within the municipal boundaries of the City of Clarkston (“the Project”) and the County desires to contribute to the cost of the Project for the use and enjoyment of all County and City residents.

**RECOMMENDATION:** N/A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR BEAUTIFICATION OF INTERCHANGE AT EAST PONCE DE LEON OFF-RAMP AND CHURCH STREET ON-RAMP BETWEEN DEKALB COUNTY AND THE CITY OF CLARKSTON.

\* \* \* \* \*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council approves an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston. The City desires to complete a beatification project at the I-285 Interchange at the East Ponce de Leon off-ramp, which is located in unincorporated DeKalb County, and the Church Street on-ramp, which is located within the municipal boundaries of the City of Clarkston (“the Project”) and the County desires to contribute to the cost of the Project for the use and enjoyment of all County and City residents. A copy of said agreement is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

## EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT  
FOR BEAUTIFICATION OF INTERCHANGE AT EAST PONCE de  
LEON OFF-RAMP AND CHURCH STREET ON-RAMP BETWEEN  
DEKALB COUNTY, GEORGIA and  
THE CITY OF CLARKSTON, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT, by and between DeKalb County, Georgia (“County”) and the City of Clarkston, Georgia (“City”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.** The County and the City may be referred to herein as a “Party” or collectively as the “Parties.” The County and the City are executing this Agreement with respect to the following matters:

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Clarkston is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the City desires to complete a beatification project at the I-285 Interchange at the East Ponce de Leon off-ramp, which is located in unincorporated DeKalb County, and the Church Street on-ramp, which is located within the municipal boundaries of the City of Clarkston (“the Project”) and the County desires to contribute to the cost of Project for the use and enjoyment of all County and City residents; and

WHEREAS, the DeKalb County Governing Authority approved the allocation of \$30,000.00 for the Project on June 24, 2024 as Item 2025-0298 and the City has obtained all necessary approvals to enter into this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1  
PURPOSE, SCOPE OF SERVICES, AND CONSIDERATION**

1.1 The purpose of this Agreement is to provide the terms by which, in exchange for the negotiated and contracted for contribution of the County, the City shall complete the Project.

1.2 Pursuant to the terms of this Agreement, the Parties agree to fund and complete the Project for use and enjoyment of their respective residents. The City shall select a contractor based on its requirements in accordance with law applicable to local government procurement. As between the County and the City, the City shall be solely responsible for the demolition, planting, upgrades, maintenance, repair, upkeep and all aspects of the Project. In exchange and consideration for the mutual promises in the provisions herein, the Parties hereby agree that the

County shall contribute to the cost of the Project as follows: within 30 days of the execution of this Agreement, the County shall pay the total amount of \$30,000.00 to the City for completion of the Project. The City shall have no obligation to commence work of any kind towards completion of the Project until such funds have been completely delivered to the City by the County. The County shall have no other obligations of any kind.

## **ARTICLE 2 TERM AND TERMINATION**

This Agreement shall commence upon full execution of this Agreement and shall continue until completion of the Project by the City. The City shall substantially complete the Project within one (1) year of complete delivery of funds to the City from County. In no event shall this Agreement extend beyond a period of fifty (50) years from the date hereof.

Either Party may terminate this Agreement in the event the other Party fails to perform a material term of the Agreement. Any Party seeking to terminate this Agreement is required to give thirty (30) days written notice to the other Party.

## **ARTICLE 3 ACKNOWLEDGMENT OF FUNDING SOURCE**

Pursuant to the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021), the federal government allocated \$147,484,541.00 in Coronavirus Fiscal Recovery Fund funds ("ARPA funds") to the County. The Parties acknowledge that the County's contribution to the Project is made from interest earned on ARPA funds. The City further acknowledges its obligation to comply with all applicable federal, state, and local laws and regulations governing the receipt or use of ARPA interest, including but not limited to current and future rules and regulations issued by the U.S. Department of the Treasury or other federal agencies.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Each Party represents and warrants that it has the power to make, deliver, and perform this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. This Agreement and the services contemplated herein are for the public welfare and benefit, pertain to services and activities which the Parties are authorized by law to provide, and are undertaken in accordance with the laws and Constitution of the State of Georgia.

## **ARTICLE 5 AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the Parties' governing authorities.

## **ARTICLE 6 REMEDIES**

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

## **ARTICLE 7 NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile or e-mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

|                   |                                                                                                                                                                                             |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the County: | Executive Assistant<br>1300 Commerce Drive, 6 <sup>th</sup> Floor<br>Decatur, Georgia 30030<br>(404) 371-2174<br>(404) 687-3585 (f)                                                         |
| With a copy to:   | County Attorney<br>1300 Commerce Drive, 5 <sup>th</sup> Floor<br>Decatur, Georgia 30030<br>(404) 371-3011<br>(404) 371-3024 (f)                                                             |
| If to the City:   | City Manager<br>1055 Rowland Street<br>Clarkston, Georgia 30021<br>(404) 296-6489<br>(404) 298-1522 (f)                                                                                     |
| With a copy to:   | Stephen Quinn, City Attorney<br>Wilson, Morton & Downs, LLC<br>Two Decatur TownCenter<br>125 Clairemont Avenue, Suite 420<br>Decatur, Georgia 30030<br>(404) 377-3638<br>(404) 595-7904 (f) |

## **ARTICLE 8 NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 9  
ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 10  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any part institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation thereof.

**ARTICLE 11  
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 12  
THIRD PARTY BENEFICIARIES**

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

**ARTICLE 13**

## **COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the County, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

[SIGNATURES ON THE FOLLOWING PAGE]

\_\_\_\_\_  
LORRAINE COCHRAN-JOHNSON  
Chief Executive Officer

**ATTEST:**

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

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Zachary L. Williams  
Chief Operating Officer

\_\_\_\_\_  
Nicole W. Aigner  
Interim Deputy County Attorney

**CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
BEVERLY H. BURKS  
Mayor

**ATTEST:**

\_\_\_\_\_  
TOMIKA R. MITCHELL  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Laura L. Moore, Esq.

\_\_\_\_\_  
City Manager, ChaQuias Miller-Thornton

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A LEASE WITH MAINTENANCE AGREEMENT WITH TOSHIBA.

\* \* \* \* \*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council approve a four-year lease with maintenance agreement with Toshiba for six-copiers in the amount of \$49,968. A copy of said agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

## EXHIBIT A

# TOSHIBA

## LEASE WITH MAINTENANCE AGREEMENT

# TOSHIBA

**FINANCIAL SERVICES**

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

### CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Clarkston

Fed. Tax ID#:

Contact Person: Keisha Dixon

Bill-To Phone: 6784099683

Bill-To Fax: +1.404.296.6480

Billing Address: 736 Park North Boulevard

City, State - Zip: Clarkston, Ga 30021

Equipment Location:  
(if different than above)

City, State - Zip:

### TBS LOCATION

Contact Name: Jamie Easterling

Location:

### EQUIPMENT WITH CONSOLIDATED MINIMUMS

| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | STARTING METER |
|------------------|-----------|------------|----------------|
|                  |           |            |                |
|                  |           |            |                |
|                  |           |            |                |
|                  |           |            |                |
|                  |           |            |                |
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|                  |           |            |                |
|                  |           |            |                |

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

### LEASE TERM & PAYMENT SCHEDULE

|                                                            |   |                              |                                                             |                                    |                                        |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
|------------------------------------------------------------|---|------------------------------|-------------------------------------------------------------|------------------------------------|----------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--|------------------------|--|
| Number of Payments: 48                                     |   | of \$ 1,041.00               |                                                             | *                                  |                                        | Security Deposit**: \$ 0.00       |                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Received |  | *plus applicable taxes |  |
| Payments includes:                                         | 0 | B&W Images per Month         | Excess Images at: \$                                        | 0.00697                            | * per B&W Image                        |                                   | <b>End-of-Lease Options:</b><br>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.<br><br>1. Purchase the Equipment at Fair Market Value per section 16.<br>2. Renew the Agreement per section 17.<br>3. Return Equipment. |                                   |  |                        |  |
| Payments includes:                                         | 0 | Color Images per Month       | Excess Images at: \$                                        | 0.03800                            | * per Color Image                      |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
| Payments includes:                                         |   | Scan Images per Month        | Excess Images at: \$                                        |                                    | * per Scan Image                       |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
| Payments includes:                                         | 0 | B&W Print Images per Month   | Excess Images at: \$                                        | 0.00697                            | * per B&W Print Image                  |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
| Payments includes:                                         | 0 | Color Print Images per Month | Excess Images at: \$                                        | 0.03800                            | * per Color Print Image                |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
| Origination Fee: Up to \$99.00 (included in First Invoice) |   |                              | Lease payment period is monthly unless otherwise indicated. |                                    |                                        |                                   |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |
| Excess Images billed:                                      |   |                              | <input checked="" type="checkbox"/> Monthly                 | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Semi-Annually | <input type="checkbox"/> Annually |                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                        |  |

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

### LESSOR ACCEPTANCE

|                            |            |        |       |
|----------------------------|------------|--------|-------|
| Toshiba Financial Services | Signature: | Title: | Date: |
|----------------------------|------------|--------|-------|

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

|                                |              |                     |       |
|--------------------------------|--------------|---------------------|-------|
| Name: ChaQuias Miller-Thornton | Signature: X | Title: City Manager | Date: |
|--------------------------------|--------------|---------------------|-------|

## TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subsorption services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subsorption services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subsorption services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf. (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT, WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
  - a) TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
  - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
  - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
  - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
  - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
  - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

## SCHEDULE "A"

# TOSHIBA

**FINANCIAL SERVICES**

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

## CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Clarkston

Fed. Tax ID#:

Contact Person: **Keisha Dixon**

Bill-To Phone: 6784099683

Bill-To Fax: +1.404.296.6480

Billing Address: 736 Park North Boulevard

City, State - Zip: Clarkston, Ga 30021

Equipment Location:(if different than above  
or if multiple locations see below)

City, State - Zip:

## EQUIPMENT DESCRIPTION

[illegible]

## CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: ChaQuias Miller-Thornton

Signature: **X**

Title: City Manager

Date:



# TOSHIBA

## DELIVERY AND ACCEPTANCE CERTIFICATE

# TOSHIBA

**FINANCIAL SERVICES**

### ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number:

("Contract")

Legal Company Name: City of Clarkston

("Customer")

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Name: ChaQuias Miller-Thornton

Signature: X

Title: City Manager

Date:

# TOSHIBA

## REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)

# TOSHIBA

**FINANCIAL SERVICES**

AGREEMENT NUMBER

\*\*\*CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT\*\*\*

| To: Customer's Insurance Agent | Description of Item(s) to be Insured: |
|--------------------------------|---------------------------------------|
| Name of Agency:                | Toshiba e-STUDIO3525AC (2)            |
| Agent:                         | Toshiba e-STUDIO4525AC (2)            |
| Address:                       | Lexmark CX622ade                      |
| Phone:                         | Lexmark XM7355                        |
| Fax:                           |                                       |
| E-mail:                        |                                       |
|                                |                                       |
|                                |                                       |
|                                |                                       |
|                                |                                       |

**Insurable Value:** \$159,497.69

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

1. **Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
2. The Certificate Holder on the above-referenced policies shall be listed as follows:
3. Please e-mail a copy of the above-referenced Certificates of Insurance to City of Clarkston,  
and \_\_\_\_\_, referencing Application # \_\_\_\_\_ on the cover  
sheet, as soon as possible. If you have any questions, please contact us at: \_\_\_\_\_.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of Clarkston \_\_\_\_\_, ChaQuias Miller-Thornton  
Customer

**X**

Signature

City Manager

Title

Date

\*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.

# TOSHIBA

## AUTOMATED METER READ PROGRAM OPTIONS

# AM-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Jamie Easterling

### CUSTOMER INFORMATION

Customer Name: City of Clarkston

Customer Contact: Keisha Dixon

Billing Address: 736 Park North Boulevard

Phone #: 6784099683

Ext.

Customer PO #:

Suite #:

Meter Contact: Keisha Dixon

Meter Phone: 6784099683

City: Clarkston

State: Ga

Zip: 30021

Meter Email: kldixon@cityofclarkston.com

### METER COLLECTION CHOICES:



**What is Toshiba's Automated Meter Read Program (AMR)?** As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

**How much does Toshiba AMR cost me?**

Nothing. Ever.

**What information does AMR gather?**

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

**Is the transmission secure?**

Yes. Data is completely secure.

**Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:**

**1 Automated Meter Read (e-Bridge CloudConnect)**

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment **MUST** be connected to your network.

**2 Automated Meter Read (On Site Software)**

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment **MUST** be connected to your network.

**3 Meters Online (MOL)**

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

### ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes☐ No

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:



PDF copy of invoice sent to email listed below

Invoice Portal Access:



Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: ap@cityofclarkston.com

### CUSTOMER ACCEPTANCE:

Print Name: ChaQuias Miller-Thornton

Signature: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

# TOSHIBA

## CONNECTIVITY OPTIONS AGREEMENT

# CA-1.0.0

Sales Representative: Jamie Easterling

SALES PACKET NUMBER

EFFECTIVE DATE

### CUSTOMER INFORMATION

|                                           |                                |                        |
|-------------------------------------------|--------------------------------|------------------------|
| Customer Name: City of Clarkston          | Customer Contact: Keisha Dixon |                        |
| Billing Address: 736 Park North Boulevard | Phone #: 6784099683            | Ext. Customer PO #:    |
| Address 2:                                | IT Contact: Keisha Dixon       | IT Phone #: 6784099683 |
| City: Clarkston                           | State: Ga                      | Zip: 30021             |
| eMail: kldixon@cityofclarkston.com        |                                |                        |

### CONNECTIVITY OPTIONS (Check All That Apply)

☐ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

| <input type="checkbox"/> <b>OPTION B: Custom Network Integration - Variable / Additional Charges</b> | Qty | Charge | Unit Description      |
|------------------------------------------------------------------------------------------------------|-----|--------|-----------------------|
| • Base Device Configuration - Setup of Network Protocols on Device                                   |     |        | Device                |
| • Print Driver Installation                                                                          |     |        | Workstation           |
| • PC Fax Driver Installation                                                                         |     |        | Workstation           |
| • Print Driver and PC Fax Driver on same Workstation                                                 |     |        | Workstation           |
| • Scan to Copier Controller                                                                          |     |        | Scanning Template     |
| • Scan to Network Folder                                                                             |     |        | Scanning Template     |
| • Scan to Email - Initial Setup of communication to local SMTP server                                |     |        | Initial Setup         |
| - Additional Setup per Scanning Template                                                             |     |        | Scanning Template     |
| - Off-site SMTP Server                                                                               |     |        | Hour Until Completion |
| - Additional Setup per Scanning Template                                                             |     |        | Scanning Template     |
| • Incoming Fax Routing to Copier Controller                                                          |     |        | Fax Destination       |
| • Incoming Fax Routing to Network Folder Location                                                    |     |        | Fax Destination       |
| • Incoming Fax Routing to Email - Initial Setup of SMTP Server                                       |     |        | Initial Setup         |
| Communication to a Local SMTP Server                                                                 |     |        |                       |
| - Additional Setup per Destination                                                                   |     |        | Destination           |
| - Off-site SMTP Server                                                                               |     |        | Hour Until Completion |
| - Additional Setup per Destination                                                                   |     |        | Destination           |
| • User Code Enforcement                                                                              |     |        | 10 User Codes         |
| • Copier Configuration Backup and Restore                                                            |     |        | Backup/Restore Event  |

### Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.

Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

|             |              |        |       |
|-------------|--------------|--------|-------|
| Print Name: | Signature: X | Title: | Date: |
|-------------|--------------|--------|-------|

### DECLINATION

☒ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

|                                      |              |                     |       |
|--------------------------------------|--------------|---------------------|-------|
| Print Name: ChaQuias Miller-Thornton | Signature: X | Title: City Manager | Date: |
|--------------------------------------|--------------|---------------------|-------|

### TBS ACCEPTANCE

|             |              |        |       |
|-------------|--------------|--------|-------|
| Print Name: | Signature: X | Title: | Date: |
|-------------|--------------|--------|-------|

## STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

### CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

**Option B:** Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

#### Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

#### Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

#### Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

### STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

### TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

**Inclusions – Hardware:** Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

**Inclusions – Software:** Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

**Service Availability:** Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

#### Exclusions:

1. Electrical work external to the equipment.
  2. Charges to install or improve telephone lines.
  3. Charges to improve electrical service and/or network lines.
  4. Network wiring to improve or connect the hardware to a computer or network.
  5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
  6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
  8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.           | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>City of Clarkston</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                                  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>736 Park North Boulevard</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Requester's name and address (optional)                                                                                                                                                                                                                                                                            |
| <b>6</b> City, state, and ZIP code<br><b>Clarkston, Ga 30021</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |  |   |  |
|---------------------------------------|--|--|--|---|--|--|--|---|--|
| <b>Social security number</b>         |  |  |  |   |  |  |  |   |  |
|                                       |  |  |  | - |  |  |  | - |  |
| or                                    |  |  |  |   |  |  |  |   |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |  |   |  |
|                                       |  |  |  | - |  |  |  |   |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                          |      |
|------------------|--------------------------|------|
| <b>Sign Here</b> | Signature of U.S. person | Date |
|------------------|--------------------------|------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . .                             | THEN check the box for . . .                                            |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| • Corporation                                                                | Corporation.                                                            |
| • Individual or                                                              | Individual/sole proprietor.                                             |
| • Sole proprietorship                                                        |                                                                         |
| • LLC classified as a partnership for U.S. federal tax purposes or           | Limited liability company and enter the appropriate tax classification: |
| • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | P = Partnership,<br>C = C corporation, or<br>S = S corporation.         |
| • Partnership                                                                | Partnership.                                                            |
| • Trust/estate                                                               | Trust/estate.                                                           |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                              | THEN the payment is exempt for . . .                                                                                                                                                                          |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| • Interest and dividend payments                                                         | All exempt payees except for 7.                                                                                                                                                                               |
| • Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4.                                                                                                                                                                                    |
| • Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5. <sup>2</sup>                                                                                                                                                            |
| • Payments made in settlement of payment card or third-party network transactions        | Exempt payees 1 through 4.                                                                                                                                                                                    |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:                                                                              | Give name and SSN of:                                                                                   |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                          | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                       | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                           | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                      | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                          | The actual owner <sup>1</sup>                                                                           |
| 6. Sole proprietorship or disregarded entity owned by an individual                                    | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor*                                                                                            |

| For this type of account:                                                                                                                                                                   | Give name and EIN of:     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 8. Disregarded entity not owned by an individual                                                                                                                                            | The owner                 |
| 9. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                  | The corporation           |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization          |
| 12. Partnership or multi-member LLC                                                                                                                                                         | The partnership           |
| 13. A broker or registered nominee                                                                                                                                                          | The broker or nominee     |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity         |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**                                               | The trust                 |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## CITY OF CLARKSTON

ITEM NO: 8A

### WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

### AGENDA ITEM SUMMARY SHEET

ACTION TYPE:  
Consideration

MEETING DATE: JULY 1, 2025

**SUBJECT:** To consider a resolution awarding a consulting services agreement to Kimley-Horn and Associates, Inc. for the Safe Streets for All (SS4A) Comprehensive Safety Action Plan.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO  
Pages: 2

INFORMATION CONTACT: Larry Kaiser, PE  
PHONE NUMBER: 404-909-5619

**PURPOSE:** To select the highest ranked SS4A proposal and move forward with a contract to commence with SS4A scope of work as outlined in the RFP prepared by staff and approved by the US Department of Transportation.

**NEED/ IMPACT:** In FY 23 the City received a \$1,000,000 Infrastructure Investment Jobs Act grant in FY 23 with a required \$250,000 local match. The 2023 SPLOST program, with specific projects approved by city council in March 2024, included funding in the amount of \$300,000 in the event of an IIJA grant award.

### **RECOMMENDATION:**

The City Engineer prepared a SS4A scope of work and City Procurement advertised to-bid the Request for Proposal. The bid opening occurred on May 28, 2025. Procurement received six (6) proposals as noted below:

- Cambridge Systems
- Kimley-Horn
- Foresite Group
- POND
- Toole Design
- Keck & Wood

The RFP included a description of the criteria for purposes of consultant assessment and associated weighted percentages for each criteria. City Procurement developed the scoping matrix.

The Review Committee, consisting of Interim Public Works Director Marcus Seaton, city resident Dean Moore, City Manager Thornton, Planning & Development Director Richard Edwards and City Engineer Larry Kaiser, met on June 11 to review the scope of work and processes/procedures of selection of the highest ranked firm. It was noted at the June 11 meeting that the selection criteria would include both the technical and cost proposal. Given that IIJA Grant is a "Transportation Engineering & Planning" project and not a "Civil Engineering Design" project, the Brooks Act; which requires a fee submittal only after the highest ranked technical proposal is identified, was not required.

In addition, the fee was set at \$1,250,000, thus no fee negotiations occurred.

The Review Committee ranked the firms and met again on June 16. Each committee provided their scoring matrix. Kimley-Horn was unanimously selected by all committee members.

### **NEXT STEPS**

The City Engineer, with council approval, will meet with Kimley-Horn representatives prior to July 1<sup>st</sup> to refine the scope of work & to ensure compliance with the City's agreement with the US Department of Transportation.

The SS4A contract with the City requires substantial completion by September 2026. The city scope of work requires significant public outreach, public engagement and field tasks. The project has an aggressive schedule for completion with expectations of monthly council presentations and numerous approvals through the project duration. There will also be a number of Citizen Committees and numerous public meetings.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON,  
GEORGIA AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT FOR THE CITY OF CLARKSTON'S FEDERAL HIGHWAY  
ADMINISTRATION'S "SAFE STREETS FOR ALL" SAFETY ACTION PLAN**

**WHEREAS**, The City applied for and received grant funding from the Infrastructure Investment Jobs Act (IIJA), as administered through the Federal Highway Administration (FHWA), for the "Safe Streets for All" (SS4A) Safety Action Plan Program.

**WHEREAS**, the City was awarded \$1,000,000 with a required local match of \$250,000 for a total SS4A Safety Action Plan project funding of \$1,250,000, and

**WHEREAS**, the City appropriated funds in the SPLOST II Project Program for the SS4A Safety Action Plan local match requirement, and

**WHEREAS**, staff prepared a Request for Proposal for Consulting Services and advertised to-bid said services with a bid opening on May 29, 2025, and

**WHEREAS**, six proposals were received and a Recommendation Committee; utilizing a Scoring Matrix, unanimously identified Kimley-Horn as the highest ranked firm, and

**WHEREAS**, Kimley-Horn has performed several SS4A Action Plans throughout Georgia and the United States and are deemed qualified to perform the City's SS4A Safety Action Plan and to complete said plan prior to the FHWA required deadline of September 31, 2026, and

**WHEREAS**, a Professional Services Agreement has been prepared for this project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AS FOLLOWS:**

1. The City approves the Professional Services Agreement with Kimley-Horn attached hereto.
2. The City approves entering into a Professional Services Agreement with Kimley-Horn for a contract amount of \$1,250,000 and authorizes the Mayor to execute this contract.

**BE IT FURTHER RESOLVED**, that any and all resolutions, or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted by the Mayor and City Council of the City of Clarkston, Georgia.

SO RESOLVED this 1<sup>st</sup> day of July 2025.

CLARKSTON CITY COUNCIL

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Beverly H. Burks, Mayor

ATTEST:

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Tomika R. Mitchell, City Clerk

Approved as to form:

*Stephen Quinn*

Stephen G. Quinn, City Attorney

# **AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement” or “Contract”) is entered into this \_\_\_\_\_ day of 20\_\_\_\_\_ by and between KIMLEY-HORN (“CONSULTANT”) and the City of Clarkston, Georgia, a municipal corporation of the State of Georgia (“CITY”). For convenience, the CONSULTANT and the CITY may sometimes be referred herein collectively as “parties” and individually as a “party”.

## **WITNESSETH**

**WHEREAS**, CITY desires to engage CONSULTANT to provide transportation planning, transportation engineering, public engagement and public outreach services for the Infrastructure Investment Jobs Act (IIJA) “Safe Streets for All” (SS4A) Safety Action Program, as more fully described in the CONSULTANT Services Agreement; and

**WHEREAS**, CONSULTANT agrees to provide such work and services for the CITY in accordance with the terms of this Agreement; and

**NOW, THEREFORE**, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

## **I. Employment of CONSULTANT**

- (a) CONSULTANT submitted a proposal and associated exhibits (Title VI, ADA, Immigration and Conflict of Interest Statement) which is the basis for this Agreement and is attached hereto as Exhibit A
- (b) CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the scope of services (final negotiated between the CITY and CONSULTANT)) set forth in EXHIBIT B attached hereto.
- (c) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONSULTANT agree and acknowledge that CITY is entering into this Agreement in reliance on CONSULTANT’s special and unique abilities. CONSULTANT acknowledges that CONSULTANT shall be solely responsible for determining the methods for performing the services under this Agreement in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, and ordinances. The CONSULTANT warrants, represents, covenants, and agrees that all of the work to be performed by the CONSULTANT under or pursuant to this Agreement shall be done (i.) with the CONSULTANT skill and care ordinarily provided by competent transportation planners and engineers, including public outreach and engagement CONSULTANTs practicing in the same or similar locality and under the same

or similar circumstances and applicable CONSULTANT license; and (ii.) as expeditiously as is prudent considering the ordinary CONSULTANT skill and care of a competent transportation planners and engineers, including public outreach and engagement, as the case may be.

(d) CONSULTANT will be responsible for supplying all tools and equipment necessary for CONSULTANT to provide the services.

(e) Time is of the essence and CONSULTANT shall diligently complete all services in a timely manner consistent with the Standard of Care identified in Section II below and the Project Schedule attached as Exhibit D hereto. Notwithstanding any other provision of this Agreement, the CONSULTANT shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the CITY, third parties, or governmental agencies.

**II. Standard of Care.** Scope of Work performed by Consultant under Exhibit B shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location, and in compliance with applicable federal, state, and local statutes, rules, and regulations published and in effect as of the date of this Agreement. Consultant further represents all personnel providing services or Work on the Project shall be properly experienced, professional, competent, and properly licensed and qualified in all governmental jurisdictions in which the Work is to be performed. Upon request by CITY, Consultant shall furnish such evidence as CITY may require relating to the qualifications of its personnel and the Consultant's ability to perform fully its Work in accordance with the Contract. Unqualified Consultant personnel, or Consultant personnel otherwise reasonably objected to by CITY, shall be promptly replaced. All labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and will yield only quality results in compliance with a scope of work and service. Consultant will at all times in good faith perform the Work. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contract. The obligations in this Agreement shall be deemed cumulative and shall not be deemed alternative or exclusive, nor shall they be deemed to alter or limit any other. The CITY shall not be liable or responsible for the accuracy of the Work or any error or omission in any phase of the Work. The Consultant shall have the sole liability and responsibility for its Work and that it is in federal, state, and local compliance, and that neither the CITY nor any other governmental entities are out of compliance due to the Consultant's failure to perform the Work in accordance with the standard of care set described herein.

**III. Correction of Work:** Prior to Final Payment hereunder, Consultant shall promptly correct Work rejected by CITY in accordance with the terms of this Agreement or known by Consultant to be defective or failing to conform to the requirements of the Contract measured by Section II above, above (herein referenced as "Standard of Care"). Subject to the terms of this Agreement, Consultant shall bear costs of

correcting such rejected Work. If Consultant fails to correct nonconforming Work as required or fails to perform the Work in accordance with the Contract and the Project is not yet complete, CITY may, by written order, direct Consultant to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If Consultant defaults or neglects to carry out the Work in accordance with the Standard of Care and fails within five (5) business days after receipt of written notice from CITY to commence and continue correction of such default or neglect with diligence and promptness, CITY must give a second written notice to Consultant and, seven (7) days following receipt by Consultant of that second written notice and without prejudice to other remedies, CITY may correct such deficiencies and charge the actual cost thereof to Consultant. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Consultant, CITY's actual costs of correcting such deficiencies

- IV. **Compensation.** The CITY agrees to pay the CONSULTANT for all fees and expenses for all Services in an amount not to exceed one million two hundred fifty thousand (\$1,250,000) as set forth in EXHIBIT C. This contract amount of \$1,250,000 is the maximum not-to-exceed amount and will include all miscellaneous expenses such as printing, etc. allowable by the federal grant. CONSULTANT shall submit an invoice to the CITY, no more frequently than once per month, based on time and expenses basis. Each invoice shall be for the prior month's work tasks and accompanied by a progress report for the services provided that month. Payment will be made by the CITY within forty-five (45) days of receipt of an invoice from CONSULTANT. No rate escalations during the duration of the Agreement will be allowed by the CITY.

Invoicing shall include supporting cost details; a breakout of all costs including direct labor, indirect costs and other direct costs. Further details such as hours, rate per hour, labor classifications, etc. must be included.

- V. **Project Schedule and Deliverable Dates.** Exhibit D reflects the various tasks and services to be delivered including the deadline for final report submittal to FHWA. If the milestones for each deliverable in Exhibit D are not met, the CONSULTANT will be required to provide the CITY with a revised schedule that satisfies the CITY.

- VI. **Appropriation of Funds.** The City has appropriated sufficient funds to satisfy the local match requirement on this grant.

- VII. **Merger Clause.** This written agreement, which includes Exhibit A - the CONSULTANTS Proposal and associated Exhibits, Exhibit B - Scope of Work (negotiated Scope of Work for Agreement), Exhibit C - CONSULTANT Fees, Exhibit D - Project Schedule, Exhibit E - edited Scope of Work, constitute the entire Agreement of the parties. No other promises or consideration are a part of this Agreement.

- VIII. **Changes.** CITY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement. No changes to the fee will be allowed by the CITY. Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written Amendment signed by both Parties.
- IX. **Identity of the Consultant.** CONSULTANT acknowledges that one of the primary reasons for its selection by the CITY to perform the duties described in this Agreement is the qualifications and experience of the principal personnel whom the CONSULTANT has represented in the submitted proposal will be responsible therefor. As such, the City reserves the right to reject any of the CONSULTANT'S personnel or proposed outside professional sub-consultants, and the CITY reserves the right to request acceptable replacement personnel be assigned to the project.
- X. **Assignment.** The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the CITY in writing.
- XI. **Documents to be Provided by the CITY.** CITY shall furnish the CONSULTANT with all available information and data CONSULTANT requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
- XII. **Ownership of Documents and Intellectual Property.** All reports, plans, specifications, renderings, computer files and other documents prepared by CONSULTANT for which CONSULTANT has been compensated pursuant to this Agreement shall be the property of the CITY. CONSULTANT will deliver to the CITY copies of the prepared documents and materials periodically throughout the project duration and at the project completion with the final report submittal to FHWA. CONSULTANT shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONSULTANT may make copies of any and all such documents and items and retain same for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONSULTANT subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
- XIII. **Term of Agreement.** This agreement will expire on September 30, 2026.

**XIV. Termination for Convenience by the CITY:**

- (a) The CITY may for any reason whatsoever terminate performance under this Agreement by the Consultant for convenience. The CITY shall give written notice of such termination to the Consultant specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the Consultant receives the written notice.
- (b) This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CITY under this Agreement.
- (c) The Consultant shall incur no further obligations in connection with the Work and the Consultant shall stop Work when any such termination notice is received from CITY. The Consultant shall also terminate outstanding orders and subcontracts and reasonably mitigate against any costs or losses associated with the termination of such affected orders and subcontracts.
- (d) The Consultant shall transfer title and deliver to the CITY such completed or partially completed Work, including but not limited to hard copies and electronic copies, and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.
- (e) Within thirty (30) days after its termination for convenience, the Consultant shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. The claim shall be signed by an officer of the Consultant under oath and under penalty of perjury. If the Consultant fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the Consultant. The total sum to be paid the Consultant, as outlined in Exhibit C, shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and amounts not due for Work that has not been performed, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Consultant for the termination of the Contract for convenience.

**XV. Termination for Cause.** If Consultant breaches any provision of this Agreement, CITY may give notice to Consultant of such breach in writing. If the breach is not cured within ten (10) days of receipt of such notice (or, in the case of a breach which cannot reasonably be cured within 10 days, if the Consultant does not promptly commence to cure the breach and thereafter diligently prosecute the cure to completion), Consultant shall be in default hereunder and CITY may elect to terminate the Agreement, or to continue the Agreement subject to receiving adequate assurances of performance from Consultant. In the event that CITY terminates this Agreement pursuant to this Section, CITY shall not be required to make any payments to Consultant with respect to material

that has not been delivered or Work that have not been performed as of the date of termination. If the sum of all previous deposits and payments under this Agreement with respect to the Work so terminated exceeds the amount owed to Consultant with respect to material that has been delivered and Work that have been performed as of the date of termination, the excess shall be immediately refunded to CITY.

- XVI. Suspension of Work by the CITY.** The CITY may, by written notice, direct the Consultant to suspend all or any part of the Work under this Agreement for such period of time as may be determined by the CITY to be necessary or desirable for its convenience. If such suspension causes additional cost to Consultant or delays the progress of the Work and is due to something other than the failure of the Consultant to correct the Work as required by this Agreement or carry out the Work in accordance with this Agreement, then the Consultant will be entitled to additional compensation and a time extension in accordance with the provisions of this Agreement. Adjustments to the Contract Price and/or Contract Time will be based on actual costs and actual days lost resulting directly from the suspension. In no event shall the Consultant be entitled to any prospective profits. Any claim by the Consultant for an adjustment hereunder must be asserted within thirty (30) Days from the date of a start order for resumption of Work.
- XVII. Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties
- XVIII. CITY not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.
- XIX. Final Decisions.** Serving as a CONSULTANT to the CITY, CONSULTANT shall advise all parties that final decisions shall be made by the City Council, City Manager and/or designee.
- XX. Indemnification.** For all matters related to its professional services, CONSULTANT shall indemnify and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees from all liability and damages, including attorney's fees and costs of litigation, to the extent arising out of negligent acts, errors, and omissions of Consultant, its agents, servants, or employees.

For all other matters, Consultant shall indemnify, defend, and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees, from and against all

liability, causes of action, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties or suits, which may arise by reason of death or injury to persons or property, to the extent caused by or resulting from Consultant's negligence, intentional tort, intellectual property infringement, or failure to pay a sub-consultant, its agents, or consultants under contract, or any other entity over which CONSULTANT exercises control. Consultant will, at its own cost and expense, defend and protect CITY against any and all such claims and demands that are unrelated to its professional services.

The indemnification under this section shall include Consultant's obligation to provide all reasonable attorneys' fees and costs, court costs, and settlement costs incurred by CITY in connection with a claim covered by this section.

The CONSULTANT'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this agreement. This provision shall survive the termination of this agreement.

**XXI. Required Insurance Coverage and Limits.** Consultant shall, at its sole expense, obtain and maintain the following minimum insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CITY. Insurance provided by Consultant shall be primary and non-contributory coverage and shall be endorsed accordingly. CITY shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. Consultant shall provide certificates of insurance and Endorsements evidencing these coverages to CITY upon execution of this Agreement.

(a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.

(c) Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.

(e) Employers' Liability Insurance in the minimum of One Million Dollars (\$1,000,000) each incident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

(f) Professional Liability Insurance in the minimum of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

(g) Umbrella and/or Excess Liability Insurance in the minimum of One Million Dollars (\$1,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

Consultant shall provide CITY a minimum thirty (30) days written notice prior to any material change in insurance coverage. Said commercial general liability, auto liability and umbrella liability insurance policies shall name CITY as an additional insured.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Consultant's neglect in Services and Work regardless of when claims are made, during completion of the Services.

**XXII. Waiver.** A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

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

**XXIV. Audits.** At any time during normal business hours and as often as the CITY may reasonably deem necessary, the Consultant shall make available to the CITY, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to the Work and all matters covered by this Agreement.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to a Project and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from completion of the Work for the Project, for inspection by the CITY or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. Consultant agrees that the provisions of this Section shall be included in any agreements it may make with any Sub-consultant, assignee, or transferee.

The grant requirements for SS4A are promulgated under NOFO 2 CFR part 200. Federal Financial Assistance Subpart F of Part 200 of the SS4A requirements matrix provides details associated with audit requirements of non-federal entities that expend \$1,000,000 or more federal funds. This audit is required of recipients and contractors (vendors) that receive payments for goods and services. The CONSULTANT is required to meet the Financial management Requirements as outlined in 2 CFR 200.302 (b) and 2 CFR 200.303(a) and to cooperate fully with all federal requirements associated with this grant.

**XXV. Agreement Not to Discriminate.** During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Sub-consultant, providing that the foregoing provisions shall not apply to contracts or Sub-consultants for standard commercial supplies of raw materials.

**XXVI. Conflict of Interest.**

(a) Consultant's Interest: The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

(b) Interest of Public Officials: The Consultant will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CITY to leave the employ of the CITY in order to work for the Consultant or another entity.

**XXVL. Anti-Kickback.** Salaries of engineers, planners, administrative staff, CAD operators, Consultants, and technicians performing Work under this Agreement shall be paid by Consultant unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

**XXVII. Verbal.** No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or

conversation entitle Consultant to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section VIII above, or by written Amendment.

**XXVIII. Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing, by mail (registered or certified), postage prepaid with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the City:

City of Clarkston  
1055 Rowland Street  
City of Clarkston, Georgia  
ATTN: Mayor Beverly H. Burks

If to the Consultant:

Kimley-Horn  
1200 Peachtree Street, NE  
Suite 800  
Atlanta, Georgia 30309  
ATTN: Christina Pastore

**XXIX. Informal Dispute Resolution.** The Parties shall attempt in good faith to resolve all disputes arising under the Contract promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties with appropriate decision-making authority shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. More than one meeting to negotiate a resolution of the dispute may be held. However, if, within forty-five (45) days after the initial notice of dispute, the Parties are not successful in resolving the dispute through negotiation, then the Parties agree that the dispute may be resolved by Litigation as provided in Section XXIX below.

In the case of any dispute arising under the contract, CONSULTANT shall proceed diligently with performance of the Work pending final resolution of the dispute, and CITY shall continue to make payments to CONSULTANT in accordance with the Agreement for those portions of the Work completed that are not the subject of dispute.

- XXX. Litigation.** As a condition precedent to the filing of any legal action by Consultant against the CITY arising out of or relating to this Agreement, Consultant shall first provide the CITY thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action to the best of the Consultant's ability.
- XXXI. Cooperation with Government Requirements.** CONSULTANT will be required to satisfy the FY 23 "Safe Streets For All" Safety Action Plan components as described in Table 3 in Section A of NOFA 2 CFR Part 200 and as described in the CITY Request for Proposal.
- XXXII. Immigration Law Compliance.** To the extent applicable, Consultant acknowledges it and its Sub-consultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.
- XXXIII. Survival.** The warranty, payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.
- XXXIV. No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.
- XXXV. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- XXXVI. No Strict Construction.** Each Party has participated in negotiating and drafting this Agreement, so if ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Executed by the Parties’ duly authorized representative as indicated by their signatures below.

**CITY OF CLARKSTON**

**KIMLEY-HORN**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Printed Name, Title and Address)

(Printed Name, Title and Address)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Stephen Quinn  
Stephen G. Quinn  
City Attorney

# EXHIBIT A

## Consultants Submitted Proposal & Associated Exhibits



The City of Clarkston

# **Safe Streets for All (SS4A)**

Consulting Services

Proposal - 052825 | May 2025

# **EXHIBIT A**



# **Introduction**

# 1. Introduction

## A. Expression of firm's interest in the work

### Members of the Selection Committee:

A tremendous opportunity awaits the Clarkston community as you begin the development of your Safe Streets and Roads for All (SS4A) Safety Action Plan (SAP). As you consider potential teams to partner with the City for this important planning process, please consider some of the important characteristics of the Kimley-Horn team:

**EXPERTS IN THE SAFETY PLANNING, ENGINEERING, AND PROJECT DELIVERY SPACE.** Kimley-Horn is one of the premier safety planning firms in the country, and our team has worked on many successful and diverse safety projects that are directly relevant to the scope of services for the Clarkston SS4A including: SS4A SAPs and grants, Vision Zero Plans, Local Road Safety Plans (LRSPs), Systemic Safety Analysis Reports (SSARs), Vulnerable Road User (VRU) Safety Assessments, bicycle and/or pedestrian SAPs, Strategic Highway Safety Plans (SHSPs), Road Safety Audits (RSAs), Safe Routes to School (SRTS) plans, near-miss analyses, systemic safety analyses, crash analyses, and safety countermeasure design. Between the safety experts on our team at **Kimley-Horn** and our subconsultant, **Alta**, our collective resume is impossible to match.

**LIVED EXPERIENCE AS VULNERABLE ROAD USERS.** Many of our team members are not only planners and engineers, but also regularly use active transportation modes. **Tracy Lehman, PE, PTOE, RSP<sub>21</sub>**; **Jourdyn Fuga, PE, RSP<sub>21B</sub>**; and **Kurt Heischmidt, AICP** regularly bike to work and for leisure, while others take transit to our office and around town. While having textbook planning and engineering knowledge is critical, living as vulnerable road users provides a higher level of comprehension and empathy.

**HISTORY WORKING IN CLARKSTON.** Many of our team members have a history working in and for Clarkston. **Cristina Pastore, PE, AICP** and **Jon Tuley, AICP** have loved the opportunity to gain a deeper understanding of Clarkston through their efforts on the two most recent DeKalb County Comprehensive Transportation Plans (CTPs) and the Unified Plan. **Sycamore** has also collaborated with Cristina and her team on the DeKalb CTPs and has worked directly for Clarkston on multiple projects, including the Greenway Feasibility Study, which is nearing completion. Additionally, the Sycamore team is currently engaged in the Clarkston Parks and Recreation Master Plan, and is coordinating extensively with the City of Clarkston on the I-285 Eastside Express Lanes project with significant coordination with the City of Clarkston.

**COMMUNITY REPRESENTATION AND UNDERSTANDING.** In addition to our traditional transportation planning experience in Clarkston, three partners on the Kimley-Horn team provide tremendous representation and understanding of the Clarkston community. As a new resident to the United States from Ethiopia, **Challa Bonja, PE, PTOE, RSP<sub>21</sub>** of **Metro Traction** was welcomed into the Clarkston community upon arrival and resided there for five years. The **Amani Women Center**, a non-profit organization that supports the African Diaspora and larger immigrant community in Clarkston and DeKalb County, has partnered with Kimley-Horn during the most recent DeKalb Unified Plan/CTP. **Doris Mukangu**, Founder and Executive Director of the Amani Women Center, along with her team, serve a critical role as trusted community partners and contributing to our team's direct understanding of the Clarkston community. Additionally, we are partnering again with **Dr. Dietra Hawkins** and the team at **Both And Partners** to ensure our engagement is thoughtful, sensitive, and creative. As a licensed clinical psychologist with a focus on transformation and belonging, Dr. Dietra will lead our team's strategy around partnership with stakeholders, elected leaders, and the community.

The strengths of our Kimley-Horn team outlined above are crucial as they provide direct value and benefit to the City of Clarkston and the goal of delivering a successful SS4A SAP.

- As experts in the field with lived experience as VRUs, we will offer **creative, effective recommendations**.
- Our team brings both technical expertise and direct community representation and insight, allowing us **understand the full picture**.
- Through our history of working in Clarkston and our community representation within the team, we can offer an **intentional, thoughtful engagement approach**.
- Combining our experience in safety with our knowledge of the unique elements of the Clarkston community allows us to **focus on implementation**.

Our team is thrilled that the City of Clarkston has won this SS4A grant, which promises real benefit to your community. We believe that we are the right team for Clarkston and we are ready to get started! If you have any questions, please do not hesitate to reach out to me at 404 419 8775 or [cristina.pastore@kimley-horn.com](mailto:cristina.pastore@kimley-horn.com).

Sincerely,

**KIMLEY-HORN**



Cristina Pastore, PE, AICP, Project Manager

May 29, 2025

**TO:**

City of Clarkston  
1055 Rowland Street  
Clarkston, GA 30021

**FROM:**

Kimley-Horn  
1200 Peachtree Street NE  
Suite 800  
Atlanta, GA 30309

## B. Statement of whether firm is GDOT pre-qualified

We have meticulously assembled a team with a strong foundation in transportation safety, planning, design, and thoughtful engagement, including specialists in community engagement and local non-profits, to foster a well-balanced and implementable plan for the City of Clarkston. Kimley-Horn holds all the GDOT qualifications for this project and many of our partners are GDOT Certified with similar certifications. Our team's GDOT qualifications sheets can be found in in Tab 6.

| Team Member         | GDOT Pre-Qualified | Date of GDOT Certification | Role on Project                                                              | DBE/MBE/WBE Certifications | % of Overall Contract |
|---------------------|--------------------|----------------------------|------------------------------------------------------------------------------|----------------------------|-----------------------|
| Kimley-Horn         | ✓                  | September 12, 2024         | Prime Firm, Safety Analysis, Conceptual Design, Engagement and Collaboration | N/A                        | 52.6%                 |
| Alta                | ✓                  | March 22, 2023             | Safety Analysis, Conceptual Design, Engagement and Collaboration             | N/A                        | 20.1%                 |
| Amani Women Center  | N/A                | N/A (non-profit)           | Engagement and Collaboration                                                 | N/A (Non-profit)           | 6.0%                  |
| Both And Partners   | N/A                | N/A                        | Engagement and Collaboration                                                 | N/A                        | 3.4%                  |
| Metro Traftx        | ✓                  | August 10, 2023            | Safety Analysis, Conceptual Design, Engagement and Collaboration             | DBE                        | 5.5%                  |
| Quality Counts      | N/A                | N/A                        | Safety Analysis, Conceptual Design                                           | N/A                        | 1.1%                  |
| Sycamore Consulting | ✓                  | June 8, 2023               | Engagement and Collaboration                                                 | DBE/WBE                    | 11.3%                 |

Kimley-Horn believes in the importance of a diverse project team who brings a well-rounded understanding of Clarkston. We have two firms who are registered DBEs: Sycamore Consulting and Metro Traftx for a total DBE allocation of 16.8%. Additionally, while not officially DBEs, we believe that both the Amani Women Center (non-profit and local to Clarkston) and Both And Partners (woman and minority owned small business) align with the intended purpose of DBEs. Including them, our DBE-aligned project allocation is 26.1%.

## C. Date of most recent private engineering/planning firm qualifications.

The above chart references the latest GDOT qualifications certification date for all firms. Additional firm qualifications can be found in Tab 6.

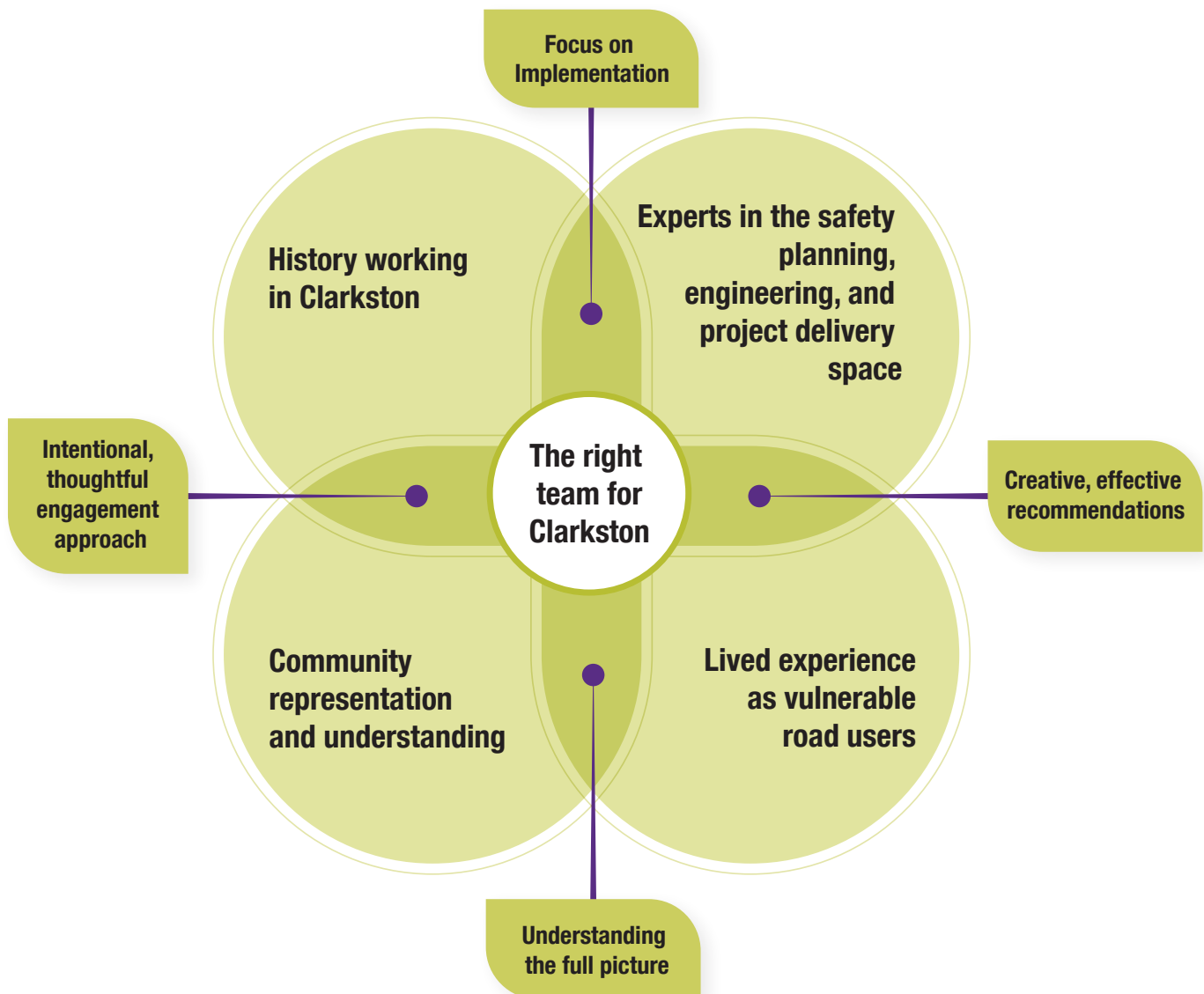
## D. Statement regarding the firm's possible conflict of interest for the work

To the best of our knowledge, Kimley-Horn and Associates, Inc. and our subconsultant team members proposed for this project have no conflicts of interest regarding this work.

## E. Summation of the information found in the Letter of Interest

Our team is excited about the opportunity to partner with Clarkston and brings the following expertise to the SS4A SAP:

- As experts in the field with lived experience as VRUs, we will offer **creative, effective recommendations**.
- Our team brings both technical expertise and direct community representation and insight, allowing us **understand the full picture**.
- Through our history of working in Clarkston and our community representation within the team, we can offer an **intentional, thoughtful engagement approach**.
- Combining our experience in safety with our knowledge of the unique elements of the Clarkston community allows us to **focus on implementation**.



A large, bold, black number '2' is positioned on the left side of the page. The background is a solid olive green with faint, light-colored geometric shapes, including a large 'L' shape and some curved lines.

# **Team Qualifications**

## Relevant Experience

### A. Key project staff members and their project role as it relates to transportation/corridor plan updates.

The organizational chart lists all roles/responsibilities of staff and is located on page 17. Tab 6 contains resumes for key staff associated with this project.

### B. Statement of experience with the following:

#### 1. Experience developing a comprehensive, well-defined strategy to prevent roadway fatalities and serious injuries on local roads, collectors and arterial roadways and streets.

We have extensive experience in developing comprehensive, well-defined strategies aimed at preventing roadway fatalities and serious injuries on local roads, collectors, and arterial roadways and streets, and have been at the forefront of the SS4A program since its creation in 2022. We are nationally recognized for our work assisting local agencies to improve the safety of their transportation systems. Our local project team includes safety specialists who have completed, or are in the process of completing, more than 100 SS4A SAPs, and in 2024, we assisted the City of Carrollton with completing their SAP and an SS4A Implementation Grant funding application, which was awarded \$9.2 million to improve safety in their city. Additionally, our safety team has led FHWA webinars on effective implementation of local road safety plans (the predecessor to SAPs).

Our history of successful projects showcases our dedication to advancing Vision Zero initiatives and other safety programs, ensuring safer streets and roadways in communities nationwide. Please reference the City of Carrollton, SS4A SAP and GDOT Safety On-Call contract as examples of this work.

#### 2. Traffic modeling.

Our team utilizes state-of-the-art modeling software to simulate traffic conditions using real-world data, as well as field observations for calibration, and assess the impacts of proposed developments and infrastructure improvements. We specialize in developing detailed traffic models that inform decision-making for roadway design, transportation planning, and congestion management. Our expertise includes macro, meso, and microsimulation models, enabling us to evaluate scenarios at different scales and provide actionable insights. Please reference the GDOT Safety On-Call contract, which includes traffic analysis for isolated intersections as well as multi-intersection corridors, as an example of this work.

#### 3. Socioeconomic and land use forecasting.

Our team leverages regional modeling conducted by the Atlanta Regional Commission as the basis for our larger scale land use projections and then employs advanced modeling techniques and robust data analysis as needed to predict additional trends in population growth, economic activity, and land use changes. By integrating demographic, economic, and spatial data, we create comprehensive forecasts that aid in infrastructure planning, policy development, and sustainable growth management. Our experience spans diverse projects, from regional land use plans and to local development studies, ensuring our clients have the foresight to make informed decisions that positively shape their communities. Please reference the DeKalb County Unified 2050 CTP and Comprehensive Plan Update as an example of this work.

#### 4. Traffic analysis and warrant studies.

Our team is skilled in conducting thorough traffic analyses to assess current conditions, identify solutions, evaluate alternatives, and project impacts to the transportation network. We specialize in warrant studies for traffic signals, stop signs, pedestrian crossings, and other control measures, ensuring they meet the necessary criteria to improve safety and operations. Our comprehensive

approach, grounded in rigorous data collection and analysis, supports informed decision-making for infrastructure improvements. Please reference the 17th Street Multimodal Corridor Improvements project and GDOT Safety On-Call as examples of this work.

#### 5. Operational Analysis of intersections.

Our team of traffic engineers utilizes advanced analytical tools and methodologies to evaluate intersection operations under current and projected traffic conditions and intersection geometries. We focus on identifying issues such as level-of-service, delay, and safety concerns, and provide strategic recommendations for improvements. Our analyses include assessing lane configurations, optimizing signal timing operations, and evaluating traffic control measures to enhance overall efficiency and safety. With a rich history of successful projects, we are committed to delivering precise, data-driven insights that help our clients achieve safer intersection performance while reducing delay and congestion for community members. Additionally, we are committed to improving active transportation and often evaluate the experience of vulnerable roadway users (VRUs), as well as transit riders, in our recommendations. Please reference the GDOT Safety On-Call as an example of this work.

#### 6. Examination of Urban traffic operations, road network, transit services, non-motorized transportation alternatives, transportation demand management, and growth management techniques.

Through our robust experience with comprehensive transportation plans and small area studies, we regularly assess and evaluate multimodal transportation networks to identify where deficiencies exist and to determine potential project and policy recommendations are needed. We actively promote sustainable transit services and non-motorized transportation alternatives such as biking and walking to enhance accessibility and reduce environmental impact. Additionally, we recommend transportation demand management strategies to balance travel demand with infrastructure capacity and utilize growth management techniques to encourage long-term, sustainable urban development. Please reference the DeKalb County Unified 2050 CTP and Comprehensive Plan Update as an example of this work.

#### 7. Identifying problems with various transportation systems and offering recommendations in the form of improvement projects and progressive programs that will relieve existing problems and/or meet the needs of the future.

Kimley-Horn is a national leader when it comes to transportation planning and design, and we know what it takes to ensure plans result in implementable projects. We regularly perform systemic and specific safety analyses to identify safety concerns and develop recommendations aimed at preventing roadway fatalities and serious injuries. Our teaming partner from Alta, **Ryan Sharp, PE, AICP, RSP<sub>1</sub>**, previously served as the Director of Transportation and Parking for the City of Hoboken. Under his leadership, Hoboken's Complete Streets and Vision Zero Programs, which identified targeted policies and improvements aimed at creating a safer transportation system, earned national acclaim, achieving seven consecutive years without a traffic death. Our team has also developed a screening tool specifically to support SAPs, which will expedite our safety analyses. Through our experience on other SAPs, broader planning efforts, and targeted capacity analyses, we are adept at using available data to identify gaps and deficiencies in a community's transportation system and provide implementable solutions for both existing and future transportation needs. Our team's commitment to innovation and client service ensures that our recommendations not only resolve existing problems but also anticipate

and meet future needs. Please reference the City of Carrollton, SS4A SAP, the GDOT Safety On-Call, and the ATLDOT Safe Routes to Schools (SRTS) contract as examples of this work.

#### 8. Development of alternatives and recommendation for long- and short-range goals for the transportation system.

Our team employs a strategic approach, leveraging data-driven insights and stakeholder input to develop our recommendations. We consider a wide array of factors, including current conditions, projected growth, and emerging trends, to ensure our recommendations are robust and adaptable. As a part of our evaluation process, we identify high scoring projects that can meet the goals outlined at the beginning of the plan. We balance those project recommendations with our understanding of potential revenue sources and build out a financial framework so that we can constrain our project recommendations. This financial constraining provides a path toward implementation, such that the highest priority projects have appropriate funding allocated to them in the short term, with larger, more complex projects identified for implementation in the longer term. By presenting viable alternatives and clear recommendations, we help our clients achieve their transportation objectives, balancing immediate needs with visionary planning for the future. Please reference the City of Carrollton, SS4A SAP as an example of this work.

#### 9. Cost estimations for recommended transportation system management improvements.

Kimley-Horn has extensive experience in providing accurate and reliable cost estimations for recommended transportation system management improvements. Our team of professionals meticulously analyzes project scopes, designs, and requirements to develop comprehensive cost estimates that reflect real-world conditions and market trends. We consider all aspects of a project, including materials, labor, equipment, and potential contingencies, ensuring our estimates are thorough and dependable. With a strong track record of successful projects, we help our clients make informed financial decisions, aligning project budgets with their strategic goals. Our commitment to precision in cost estimation supports efficient planning and implementation, ultimately contributing to the timely and cost-effective realization of transportation system enhancements. Please reference the 17th Street Multimodal Corridor Improvements project and GDOT Safety On-Call contract as examples of this work.

#### 10. Intersection and street improvement engineering design experience for similar sized communities.

Our team of knowledgeable engineers and planners has successfully completed numerous projects in communities of similar size as Clarkston, focusing on enhancing safety, efficiency, and connectivity. We utilize cutting-edge design techniques and industry best practices to address specific local needs, whether it's optimizing traffic flow, improving pedestrian and bicycle facilities, or upgrading infrastructure to meet future demands. While we have worked in other communities the size of Clarkston, we also recognize the uniqueness of the City and will treat the recommendations here in a manner that is appropriate to the community. Please reference the City of Carrollton, SS4A SAP as an example of this work.

#### 11. Innovative solutions to multi-lane corridors with significant pedestrian movements and associated conflicts with vehicles including multimodal improvements for parking, pedestrian, bicycle, and personal mobility systems/devices.

Our experienced team is adept at designing multimodal improvements that enhance safety, accessibility, and mobility for all users. Our projects often include enhancements such as dedicated bike lanes, pedestrian refuges, optimized crosswalks, and smart signal technologies to improve crossing

safety and efficiency. Additionally, we focus on improving parking management, incorporating personal mobility systems and devices, and ensuring seamless connectivity across the transportation network. Please reference the 17th Street Multimodal Corridor Improvements, ATLDOT Safe Routes to Schools (SRTS), Iowa DOT, Vulnerable Road User (VRU) Safety Assessment, and Gwinnett Trails Master Plan and Wayfinding projects as examples of this work.

#### 12. Understanding of applicable environmental documents and amendments needed for project improvements.

Our team of environmental professionals is well-versed in navigating the complexities of environmental regulations and compliance, ensuring that all project activities adhere to federal, state, and local requirements. We have extensive experience preparing and reviewing environmental impact statements (EIS), environmental assessments (EA), categorical exclusions (CE), and various other documentation necessary for obtaining project approvals. Our expertise lies in identifying the relevant funding mechanisms and associated environmental and regulatory requirements for each source as well as identifying potential environmental impacts, proposing mitigation measures, and coordinating with regulatory agencies to facilitate smooth project progression. Please reference the GDOT Safety On-Call an example of this work.

## Company/Team Qualifications

### A. Describe the company's history in the industry.

**Kimley»Horn** Founded in 1967 by transportation engineers in Raleigh, NC, Kimley-Horn gained recognition for expertise in transportation planning and traffic engineering. Today, the firm employs over 8,000 people in more than 130 offices nationwide, offering consulting services that include transportation planning and design, site civil engineering, environmental sciences, water resources, structural engineering, surveying, and landscape architecture. Kimley-Horn is a national leader when it comes to transportation planning and design, and we know what it takes to ensure plans result in implementable projects. **Our team is well-versed in urban design, multimodal transportation, economic development, graphic design and illustrations, community engagement, and implementation policy—key elements necessary to the Clarkston's SS4A.** Kimley-Horn offers clients the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer.

**Our transportation professionals have been at the forefront of the SS4A program since its creation in 2022 and have successfully secured more than \$278 million in SS4A funding for SS4A Planning or Implementation Grants.** In fact, Kimley-Horn has a 75% success rate with SS4A Planning and Implementation grants for our clients. Our safety team has led FHWA webinars on effective implementation of local road safety plans (the predecessor to SAPs) and is assisting FHWA in developing a clearinghouse with information for the SS4A Program. Kimley-Horn has presented at numerous local, state, and nationwide conferences on safety planning best practices, including systemic safety analysis, project development, and implementation. The Kimley-Horn team knows how to complete an SS4A SAP and position local agencies to receive implementation funds.

Kimley-Horn is nationally recognized for our work assisting local agencies to improve the safety of their transportation systems. Our local project team includes safety specialists who have completed, or are in the process of completing, more than 100 SS4A Safety Action Plans. In 2024, we assisted the City of Carrollton with completing their SAP and an SS4A Implementation

Grant funding application, which was awarded \$9.2 million to improve safety in their city.

By integrating advanced planning techniques and community-focused strategies, we strive to make transportation systems more efficient, accessible, and safer for everyone. We prioritize developing outreach and engagement plans that reach those who are often left out of the planning process, and we routinely utilize non-traditional approaches to solicit participation and facilitate thoughtful community conversations to identify and address the needs of the community.

In addition to our safety experience, Kimley-Horn has had the opportunity to work with Clarkston on countywide planning efforts. **We most recently completed the DeKalb County Unified Plan in 2022 that combined the comprehensive transportation and land use plans into one coordinated plan. Prior to that, Kimley-Horn completed the DeKalb County comprehensive transportation plan update in 2014.** Both of these planning efforts allowed our team to coordinate with Clarkston on important transportation projects within the City and are tied to other regional projects in unincorporated DeKalb County.

**Kimley-Horn holds the following certifications and licenses:**

- **Engineering Firm:** Certificate of Authorization by Georgia Board of Engineers and Land Surveyors to conduct engineering business
- **GDOT Prequalification:** Prequalification certificate by Georgia Department of Transportation to perform various traffic engineering and transportation planning services
- **Various Business License:** Occupational license by Cobb County, Alpharetta, Peachtree Corners, and Savannah to conduct engineering business in Georgia

Kimley-Horn is uniquely qualified to lead this project for the City of Clarkston, and we will leverage our team's diverse experience and expertise to guide the development of an implementable Action Plan that can be put into motion, ultimately leading to significant reduction in vehicular and pedestrian crashes with a goal of no deaths or serious injuries.



Kimley-Horn has chosen to team with trusted partner, **Alta**, on this pursuit. **Alta's work is centered on people, regardless of the way they move, providing our clients with specialized expertise to create effective safety action plans.** Alta guides clients through the planning process, creating momentum for and a culture of prioritizing safer streets and roadways for all. They elevate impartiality as a primary element of opportunity and develops comprehensive safe systems recommendations that consider policy, programs, and design, recognizing that it takes an "all in" approach to achieve true systemic safety.

- Multimodal Design + Strategic Implementation
- Campaigns and Programs
- Civic Analytics
- Low-Cost, High Impact Strategies
- Inclusive Engagement
- Securing Funding

**Alta holds the following certifications and licenses:**

- **Engineering Firm:** Certificate of Authorization by Georgia Board of Engineers and Land Surveyors to conduct engineering business



**Amani Women Center is a local non-profit organization that empowers refugee women and their families from 14 diverse countries by offering a comprehensive range of services.** Their programs encompass outreach and education,

emergency support, and their impactful sewing program. Through these initiatives, **they create a meaningful pathway to enhance economic security and overall wellbeing.** Amani Women Center has a large impact on not only women in the community, but has participated in many outreach programs including partnering with Kimley-Horn on the DeKalb County Unified Plan outreach and working with the CDC and the DeKalb County Public Health Department to reach local community members. The Amani Women Center offers translation and interpretation services in 12 languages.

**The Amani Women Center holds the following Certifications:**

- Citi Certification-Staff
- Local Victim Assistance Program Agency Certification (LVAP) -Agency
- Mandated Reporters: Critical Links in Protecting Children in Georgia Certification-Staff
- HIPPA, Civil Rights and LEP/SI Information Security Awareness



With over 25 years of experience in consultation, strategic planning, curriculum development, and executive coaching, **Both And Partners specializes in fostering whole culture alignment and sustainable transformation. Their innovative systems approach supports individuals, teams, and communities in leveraging their unique strengths to build inclusive policies, and practices, and collaborative cultures.**

**Founded in 2012 by Dr. Dietra Hawkins, they are a national, women of color-led organization dedicated to equipping forward-thinking leaders with the tools and strategies to create transformative, equitable change.** Both And Partners specializes in fostering whole-culture alignment and sustainable transformation through consultation, strategic planning, workshops, and executive coaching. Their innovative systems approach supports individuals, teams, and communities in leveraging their unique strengths to build equitable policies, inclusive practices, and collaborative cultures. From tailored workshops to multi-year strategic frameworks, their services are co-designed to unlock potential, enhance communication, and build internal capacity for long-term success.

**Both And Partners holds the following Certifications:**

- National Association for Alcoholism and Drug Abuse Counselors (NAADAC) Approved Education Provider



The Kimley-Horn team also includes **Metro Traftix**, a minority-owned traffic/transportation engineering firm founded in 2020 by **Challa Bonja, PE, PTOE, RSP<sub>21</sub>**. Challa is a former resident of Clarkston with over two decades of experience, both in the public and private sectors. Metro Traftix is a traffic and transportation engineering consultant offering an array of tools and techniques to optimize operation, improve roadway safety, and maximize operational efficiency. The team uses data analysis and the latest advanced technologies to gain insight, understand underlying traffic issues, and deliver solutions for transportation system operation and management.

**Metro Traftix holds the following certifications and licenses:**

- **Engineering Firm:** Certificate of Authorization by Georgia Board of Engineers and Land Surveyors to conduct engineering business
- **Cobb County Business License:** Occupational license by Cobb County to conduct engineering business
- **GDOT Prequalification:** Prequalification certificate by Georgia Department of Transportation to perform various traffic engineering and transportation planning services

- **GDOT DBE Certification:** Certified by GDOT as a Disadvantaged Business Enterprise (DBE)
- **DeKalb County Small Local Business Enterprise:** Certified by DeKalb County as a Small Local Business Enterprise
- **City of Atlanta Small Business Enterprise (SBE) and African American Business Enterprise (AABE):** Certified by City of Atlanta as SBE and AABE



**Quality Counts (QC) is a nationwide, full-service transportation data collection firm.** Since 2003, they have successfully completed over 200,000 studies and built a strong reputation as a trusted partner to cities, counties, state DOTs, Federal Highway Administration (FHWA) and research institutions such as NCHRP. **Their team specializes in a wide range of data collection services using state-of-the-art equipment and innovative software, including proprietary processing tools developed in-house. Their methods are so precise that they are often used to establish “ground truth” datasets in national research efforts.** With deep industry knowledge and a focus on advancing technology, QC consistently delivers accurate, high-quality data to support safe, informed transportation planning and decision-making.



**Incorporated in 1996, Sycamore Consulting, Inc. is a dynamic, woman-owned business enterprise based in Decatur, GA dedicated to providing high quality planning services to both government and private**

**clients.** The firm is a registered WBE/DBE with the State of Georgia. Possessing a wide range of experience, their firm's **specialty is public involvement, and their staff has strong credentials in consensus building, facilitation, public opinion polling, surveys, focus groups, public information campaigns, non-English speaker outreach, and a host of other public involvement techniques** that support complex technical planning work. Sycamore has applied their unique mix of skills to numerous projects for a diverse client base at all levels of governance. A sampling of their past and present clients include: GDOT, the Georgia Regional Transportation Authority (GRTA), State Road and Toll Authority (SRTA), Atlanta Regional Commission (ARC), MARTA, numerous counties and cities throughout the State of Georgia. **Sycamore recently worked with the City of Clarkston on the Greenway Feasibility Study.**

**Sycamore holds the following certifications and licenses:**

- **DeKalb County Small Local Business Enterprise:** Certified by DeKalb County as a Small Local Business Enterprise
- **GDOT DBE Certification:** Certified by GDOT as a Disadvantaged Business Enterprise (DBE)
- **City of Atlanta Small Business Enterprise (SBE):** Certified by the City of Atlanta

**B. Provide resumes of key personnel and their ability to work on this project including experience on similar projects.**

Resumes for our key personnel are included in Tab 6.

**C. Briefly describe the certifications and licenses held by the company in the State of Georgia.**

Our team is dynamic and holds professional licensing across a number of fields, including engineering (PE), planning (AICP), and safety (RSP). Company certifications are listed in each firm's profile on pages 6 and 7, and the paperwork associated is located in Tab 6.

**D. The offeror should have at least (1) or sub-contract a licensed Professional Engineer PE and include a copy of his/her current license.**

For the purpose of this requirement, we have provided Tracy Lehman's professional engineering license, as she will act as the lead engineer on this project. Other team members also hold professional engineering licenses. Eight members of our team from Kimley-Horn, Alta, and Metro Traxif also hold Road Safety Professional (RSP) certifications. Kimley-Horn was one of the primary sponsors of the RSP certification process. Twelve individuals from Kimley-Horn participated in the first RSP exam in October 2018, all of whom were certified. The certification has since expanded to include Level-2 certifications in Infrastructure (RSP<sub>21</sub>) and Behavioral (RSP<sub>28</sub>) specialties, and Kimley-Horn now maintains 52 of the nation's certified RSPs—more than any other firm. Our organizational chart and resumes list each team member's individual registrations, which are detailed on their resume in Tab 6.

**E. List and briefly describe the professional services the company provides with three (3) to five (5) references from other local government or state governments and the length of time the services have been provided.**

Project examples and references are provided on pages 9-14 within this section for both Kimley-Horn and our subconsultant teaming partners. References are also located in Tab 5 on the form provided by the City.

In addition to extensive SS4A project experience, our team is highly qualified in general transportation planning, concept design, and community engagement work. Selected services that are relevant to this project include the following:

#### Transportation and Safety Planning

- |                                      |                                          |
|--------------------------------------|------------------------------------------|
| • Traffic Impact Analysis            | • Signal Design                          |
| • Multimodal Transportation Planning | • RSA                                    |
| • Safe Routes to School Planning     | • Vision Zero Action Plans               |
| • Corridor Studies and Improvements  | • Pedestrian and Bicycle Facility Design |
| • Intersection and Traffic           | • Transit Planning and Design            |

#### Community Engagement

- |                                           |                                      |
|-------------------------------------------|--------------------------------------|
| • Public Meetings and Workshops           | • Public Involvement Plans           |
| • Stakeholder Interviews and Focus Groups | • Outreach Campaigns and Education   |
| • Interactive Online Tools and Surveys    | • Social Media Engagement Strategies |
| • Community Visioning Sessions            | • Collaborative Project Development  |

#### Design Services

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| • Complete Street Design            | • Traffic Engineering and Operations |
| • Bicycle and Pedestrian Facilities | • Environmental Services             |
| • Public Transit Design             | • Landscape Architecture             |
| • Trail Design                      | • ADA Design                         |

**F. Demonstrated ability to adequately staff the projects to meet the time schedule and time demands including contract understanding and approach.**

After careful review of the scope of work, we crafted a team of experts ready to serve the City of Clarkston to develop its SAP. We are intimately familiar with FHWA requirements and unique needs for SS4A SAP projects, since our team members have completed, or are in the process of completing, more than 100 SS4A SAPs using SS4A Implementation Grant funding.

We developed our proposed schedule (on page 25) and approach (beginning on page 18) for the project based on this unmatched experience. In addition, our team includes grants and funding specialist, **Chris Fuga, AICP, CAPM** to prioritize and ensure SS4A compliance across all project elements, delivery, and documentation. The availability of our team members is detailed on page 16. Team availability was reviewed using our proactive management system “cast-aheads.” By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule. Based on a review of our cast-aheads, the staff members selected for this team are available immediately to serve you and are in an excellent position to handle the workload required to complete this project. Our team has the capacity, availability, and expertise to provide added value for the City, and is backed by the depth of resources only a national firm can offer.

#### **G. Describe your understanding of the current needs of the City of Clarkston for the professional services being requested.**

As industry leaders in transportation safety, community engagement, and multimodal design, Kimley-Horn’s multidisciplinary team has the right blend of experienced planners, engineers, and engagement specialists who are uniquely qualified to partner with the City of Clarkston in developing a Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan. Our firm has many successful, diverse safety projects on our resume that are directly relevant to your scope, including SS4A SAPs, Local Road Safety Plans (LRSP), Vulnerable Road User (VRU) Safety Assessments, Bicycle and/or Pedestrian SAPs, Strategic Highway Safety Plans (SHSP), Road Safety Assessments (RSA), and safety countermeasure selection and design. Additionally, Kimley-Horn has the largest number of Transportation Professional Certification Board (TPCB) Road Safety Professionals (RSPs) of any firm, including RSP-Level 1, RSP-Level 2 Infrastructure, and RSP-Level 2 Behavioral, who demonstrate the requisite knowledge of road safety. The local team proposed for this project includes 8 professionals with RSP credentials, including Tracy Lehman, Sarah Wilson, Clark Kennedy, Tanner Schroeder, Tim Burrows, Ryan Sharp, Challa Bonja, and **Jourdyn Fuga, who is the only professional in Georgia with both Level-2 RSP certifications.** We have produced over 170 SS4A SAPs and have assisted local agencies in winning over \$278 in SS4A Planning and Implementation grant funds—with a success rate of over 75%. Kimley-Horn is committed to supporting local agencies to improve the safety of their transportation systems, and we have unique experience developing SAPs that not only meet local needs while satisfying FHWA requirements but also lead to competitive SS4A Implementation grant applications.

This project requires a combination of technical safety expertise, local knowledge, and stakeholder familiarity. Many of our team members, including Cristina Pastore and Jon Tuley, have gained an in-depth understanding of the needs of the City through their effort on the most recent Dekalb County Comprehensive Transportation Plans (CTPs) and Unified Plan. Additionally, Sycamore has worked directly with the City on multiple projects, including the Greenway Feasibility Study and the Clarkston Parks and Recreation Master Plan, to understand and meet the City’s needs. To provide additional context into the needs of the community, Challa Bonja, PE, PTOE, RSP<sub>21</sub> (Metro Trafix), a previous resident of Clarkston, and Doris Mukangu, Founder and Executive Director of the Amani Women Center, are joining the project team, serving as crucial roles in partnering with the community to best understand the current and future needs. We prioritize developing outreach and engagement plans that integrate advanced planning techniques and community-focused strategies to reach those who are often left out of the planning process, and we routinely utilize non-traditional approaches to solicit participation and facilitate thoughtful community conversations to identify and

address the needs of the community.

The Kimley-Horn team has a successful track record helping communities create realistic and feasible transportation plans by leveraging an engaging process that builds champions as the plan develops. We pride ourselves on developing practical solutions that are constructed and utilized beyond the planning stages. With this approach, our recommendations are embraced by elected officials, and the community who have become educated and energized through the planning process. We will provide fully vetted countermeasures with a clear path toward implementation to reduce any challenges with implementation.

#### **H. Discuss your understanding of the City’s approach and suggestions/recommendations on alternative methods and processes while fulfilling the SS4A criteria and set forth in the Federal Register and executed agreement.**

Our team has reviewed the scope of work and feel confident that we can deliver Clarkston SAP to fulfill the SS4A criteria in the Federal Register and executed agreement. Due to our history developing SAPs for other communities, including over 100 SAPs either completed or in the process or being completed, we are intimately familiar with FHWA requirements and unique needs for SS4A SAP projects. Recognizing the uniqueness of the City of Clarkston, our team recommended additional project elements for consideration by the selection team. This includes components like the visualization dashboard for project implementation tracking, a team site visit with local insights for the concept plan, and unique engagement ideas, such as community focus groups with the English Learning Communities and the development of a Safety Task Force. We believe that we need to create a plan that not only satisfies the federal requirements but exceeds them in order to best serve the Clarkston community.

#### **I. Identify and discuss any potential issues with staff availability to ensure the project is completed within the timeframe required and discuss backup contingencies.**

At Kimley-Horn, we are deeply committed to the success of our projects and the satisfaction of our clients. Our proprietary management system, “Cast-aheads,” plays a critical role in tracking capacity and ensuring proper resource dedication for projects. “Cast-aheads” details every current and upcoming project’s personnel needs and monitors staff availability for the entire firm. We use this system to identify needs for projects, so that staff is available to complete projects within desired timeframes. When resource needs arise, our project managers are able to leverage the full resources of our firm since we under a “single-business unit” mentality. Unlike other large consulting firms, our offices do not function as individual cost centers. This allows our project managers and key points of contact the freedom to access and draw upon qualified professionals from across the firm. This approach leverages our entire firm’s strength, ensuring no project is left unattended due to employee absence.

Our Kimley-Horn team is supported by teaming partners that provide overlapping professional planning, outreach, and design services. Though not anticipated to occur, if an issue were to arise where a deadline is not able to be met within the necessary timeline, resources can be leveraged from the full team to ensure the project scope is met on the required timeline using qualified professionals, and to the satisfaction of the City. Should any issues arise with the leadership of our team, we pledge to work closely with our clients to promptly address the situation and ensure that all key positions are effectively backfilled. Our priority is to maintain seamless progress and uphold the high standards of service and quality that our clients expect and deserve.

## A. Recent, similar projects the prime firm has conducted

We have included a brief overview of some of our similar projects below. References are also included in Tab 5.

### Kimley-Horn



#### SAFETY ACTION PLAN

**Contact:** Erica Studdard  
Community Development Director,  
City of Carrollton, 770 830 2000,  
estuddard@carrollton-ga.gov

#### City of Carrollton, SS4A SAP, Carrollton, GA

**Dates:** January 2024–June 2024

Kimley-Horn partnered with the City of Carrollton to develop a SS4A Comprehensive SAP to present a holistic, well-defined strategy to reduce roadway fatalities and serious injuries. The City's plan meets the eligibility requirements that allow local jurisdictions to apply for Implementation grants from the USDOT SS4A discretionary grant program. We provided project management services, data collection, goal setting and leadership commitment services in addition to safety analysis and community outreach efforts to prepare a SAP that analyzes safety needs, identifies high-crash and high-risk locations and factors contributing to crashes, and prioritizes strategies to address them. We also completed a field review to better understand site-specific conditions and determine what locations have the best potential for a competitive SS4A implementation grant as well as public and stakeholder engagement. Policy and process recommendations were based on the safety analysis and engagement task. After successful development of an SAP, Kimley-Horn completed the SS4A Self-Certification Eligibility Worksheet and prepared the implementation grant application for the Maple Street Neighborhood Connectivity Project.



**Contact:** Cedric G. Hudson,  
Interim Director, DeKalb County  
Planning and Sustainability  
Department, 404 906 8162,  
chudson@dekalbcountyga.gov

#### DeKalb County Unified 2050 CTP and Comprehensive Plan Update, DeKalb County, GA\*

**Dates:** March 2021–November 2022

Kimley-Horn worked with DeKalb County for the second time on their CTP Update. The current plan is a Unified Plan that includes not only transportation elements, but also a full update of the Comprehensive Land Use Plan. The team revisited future land use, future development, activity centers, and character areas throughout the County to help inform the transportation needs. The team also considered a wide range of technical elements, including aspects relating to people (e.g., population, employment, and demographics), places (e.g., existing and future land use, housing and retail, economic development, affordability), and mobility (e.g., roadway, freight, bicycle, pedestrian, and transit). The plan included extensive technical analysis and GIS/spatial mapping along with a detailed project evaluation process that created a quantitative baseline for the recommendations phase. The plan also included a robust public involvement process, comprised of virtual public meetings, stakeholder and focus groups, pop-up events, an online survey, and other methods of engagement and communication. Because the plan took place during the COVID pandemic, the team needed to think creatively about additional ways to reach the public in unconventional times. When festivals and other activities were not taking place, the team set up a table at trailheads within parks and at transit stations while wearing masks and social distancing. In-person public meetings converted to online public meetings. Connecting with English learning and other multicultural communities was a substantial focus in the plan as well. The team leveraged the partnership of non-profit organizations already working in these communities as members of the team. They assisted the larger team with setting up focus group meetings safely and put translated collateral into food bags being distributed to families in need. Ultimately, the team created a Unified Plan with overarching community-focused recommendations in addition to standalone comprehensive transportation and land use plans.

*\*Kimley-Horn, Sycamore, Both And Partners, and Amani Women Center collaborated on this project.*



**Contact:** Dan Hourigan, Director,  
Transportation & Sustainability,  
Midtown Alliance, 678 698  
8512, Dan@MidtownATL.com

#### 17<sup>th</sup> Street Multimodal Corridor Improvements, Midtown Atlanta, GA\*

**Dates:** June 2022–January 2024

Kimley-Horn partnered with Midtown Alliance to revitalize the dilapidated and underutilized 17<sup>th</sup> street bridge corridor in midtown Atlanta. The project completed an existing conditions study and developed a streetscape improvement concept for the 1/2 mile 17<sup>th</sup> Street corridor from Market Street in Atlantic Station to Peachtree Street. Kimley-Horn studied existing and future multimodal traffic demands, analyzed curb management, reviewed the existing structural design, and provided public engagement in the form of a Public Information Open House (PIOH), and streetscape design services. The streetscape concept accounted for the unique land uses on and adjacent to the corridor, including MARTA bus and rail stops and a concert venue, to provide a safe and pleasant environment for commuters and visitors. The proposed improvements included a two-way cycle track with specialized buffer treatments and landscaping, sidewalk improvements, public gathering spaces, proposed curb extensions and median modifications, lighting recommendations, lane reductions, and traffic signal modifications.

*\*Kimley-Horn and Alta partnered on this project.*



**Contact:** Nichole Hollis, Safe Routes to School Manager, Atlanta Department of Transportation, 470 591 6526, nhollis@atlantaga.gov

## ATLDOT Safe Routes to Schools (SRTS), Atlanta, GA\*

**Dates:** November 2024–Present

Kimley-Horn partners with the Atlanta Department of Transportation (ATLDOT) as the prime consultant for its SRTS program, which is aimed at developing action plans that make it safer and more accessible for students to walk and bike safely to school. This program is designed to engage schools, community members, local leaders, transportation and planning professionals, and public health professionals to make school zones and streets within the vicinity of schools safer. Action plan development for each school involves data collection, school and community engagement activities, and recommendations for implementation across the six “Es” of SRTS: Equity, Engagement, Education, Encouragement, Engineering, and Evaluation

*\*Kimley-Horn and Alta partnered on this project.*



**Contact:** Kelli Roberts, State Safety Program Manager; 404 635 2908; kerober@dot.ga.gov

## GDOT, Safety On-Call, Region A; GDOT Districts 1 and 4, GA

**Dates:** Ongoing–July 2022–Present

As a prime consultant for the GDOT Regional Safety Design Services, Kimley-Horn has been supporting the Department in its goal to eliminate fatalities and serious injuries on Georgia’s roadways by using data-driven safety analyses. Since first working on the contract in 2018, our team has completed network screenings, literature reviews, crash analyses, safety evaluations, economic appraisals, and concept design to guide the program in developing safety projects. In addition to these tasks, our team supports program management, which includes maintaining quality data through internal GDOT platforms, coordinating data needs and updates across sub-teams, and monitoring performance through data analytics platforms. Kimley-Horn is the prime consultant for Region A of GDOT’s Safety Program, which includes GDOT Districts 1 and 4.



**Contact:** Jan Laaser-Webb, State Safety Engineer; 515 239 1349; jan.laaser-webb@iowadot.us

## IOWA DOT, VRU Safety Assessment, Statewide, IA

**Dates:** May 2023–February 2024

Kimley-Horn completed a VRU Safety Assessment for Iowa DOT. The assessment documents the safety performance of the state with respect to VRUs, which include people walking, biking, or rolling, and to develop a plan to improve safety for these users. Kimley-Horn updated the state’s Statewide Bicycle and Pedestrian Systemic Safety Analysis, which was completed in 2020, to incorporate VRU demand and at-risk groups in addition to existing roadway characteristics data. The systematic risk factor assessment was completed in two steps, an initial GIS-based screening, followed by a more in-depth location specific review using Google Earth. Through the assessment, the highest risk locations were grouped together and recommendations for improvements to VRU safety were developed for 12 locations across the state. The plan included consultation with the Metropolitan Planning Organization (MPO)/Regional Planning Affiliations (RPA) at their quarterly meetings, Bicycle and Pedestrian Advisory Committee, and the SHSP Advisory Team. Additionally, the Kimley-Horn team worked closely with the Iowa DOT Traffic and Safety Bureau to develop statewide strategies to address statewide safety risks for VRUs through the HSIP-Local and Traffic Safety Improvement Program (TSIP).



**Contact:** Glenn Boorman, Deputy Director, Gwinnett County Department of Parks and Recreation, 770 822 8873, glenn.boorman@gwinnettcountry.com

## Gwinnett Trails Master Plan and Wayfinding, Gwinnett County, GA

**Dates:** 2016 Master Plan: September 2016–June 2018; 2024 Master Plan Update: January 2024–Ongoing

Recognizing the need for a high-quality connected network of multiuse paths and greenways for the benefit of its residents and employees, Gwinnett County embarked upon the creation of a Countywide Trails Master Plan in 2016. Kimley-Horn assisted the County in developing a prioritized network of more than 300 miles of off-road trails and side paths throughout the County and tying to other parts of the region. Since completing the Gwinnett County Trails Master Plan in 2018, we have provided implementation support services to advance the plan to realization. Kimley-Horn supports the Gwinnett Trails program with general program management and multidisciplinary support services, including landscape architecture, urban design and placemaking, planning, grant research and writing, communications and public relations, public outreach, project management and consultant coordination, and other miscellaneous services needed to carry out plan implementation. For branding and recognition of the program, we created a public outreach strategy and attends multiple community events to raise awareness for the system as well as fosters public and private partnerships (including with Gwinnett cities and Community Improvement Districts [CIDs]), regularly writes informational/promotional pieces for various county, regional, and national media sources, and has helped launch a webpage for the system. Our team supports collaboration between multiple county departments for the success of the system, including the Departments of Community Services, Transportation, Water Resources, and Communications. We are working with Gwinnett County again beginning in 2024 to update the Countywide Trails Master Plan. This plan includes more robust stakeholder and community engagement as well as a completely new sidewalk evaluation and implementation strategy.

## B. Subconsultant credentials and experience

### Alta

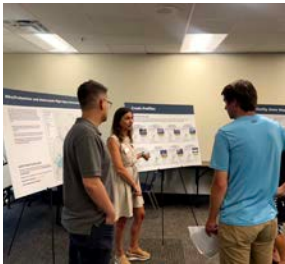


#### Alpharetta Local Road SAP, Alpharetta, GA

Dates: January 2023–October 2023

Alta produced a local SAP, making the City eligible for implementation grant funding through a range of opportunities, including the federal SS4A and Strengthening Mobility and Revolutionizing Transportation (SMART) grants program. In support of the plan, Alta led stakeholder interviews, a public charrette, conducted extensive data collection and analysis, identified key corridors and intersections for safety improvements, as well as established corridor-level countermeasures. Alta also advised the City on competitive grant opportunities and produced a SMART grants application, which the City submitted in October 2023.

**Contact:** Arash Moradkhani,  
PhD, PE Transportation  
Engineering Manager, City of  
Alpharetta, 678 297 6260,  
amoradkhani@alpharetta.ga.us



#### Hall County SAP, Hall County, GA

Dates: January 2023–December 2025

Alta led the effort to create a regional county-wide Safe Streets & Roads for All (SS4A) Action Plan in Hall County with the goal of eliminating roadway fatalities and serious injuries. The robust planning effort included significant public involvement, including public meetings, stakeholder committee interviews and meetings, targeted outreach to the Hispanic community, a survey, and a project website. In addition, the project team developed an equity analysis, high injury networks, crash profiles, and crafted priority projects as well as strategic policy and program recommendations.

**Contact:** Joseph Boyd, MPO  
Director, GHMPO, 770 297 5541,  
jboyd@hallcounty.org

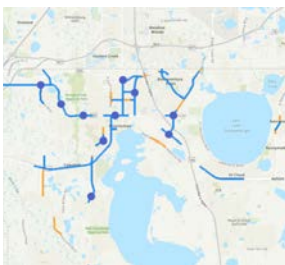


#### Hillsborough Transportation Planning Organization (TPO) Vision Zero Corridors, Hillsborough, FL

Dates: January 2020–December 2021

As part of its Vision Zero Action Plan, adopted in 2017, the Hillsborough TPO identified eight High Injury Network (HIN) corridors for further corridor-level analysis. In collaboration with Atkins, Alta was tasked with analyzing two of the HIN corridors: Gibsonton Road from west of the I-75 Interchange to Balm Riverview Road, and 78th Street from Causeway Boulevard to Palm River Road. The purpose of the studies was to develop countermeasures and high-impact, low-cost safety treatments for the two HIN corridors and make long-term safety recommendations. Alta assisted in analyzing the crashes and their causalities, developed a toolbox of spot- and corridor-level safety treatments, and prepared concepts and renderings of the proposed treatments. Alta also assisted in the public engagement effort, setting up the virtual platform, collecting public input, and disseminating results.

**Contact:** Wiatt Bowers,  
Transportation Planning District  
Director Atkins North America,  
904 363 8488



#### MetroPlan Local SAPs, Osceola County, Kissimmee, and St. Cloud, FL\*

Dates: March 2023 - September 2024

In 2022, MetroPlan Orlando (MetroPlan) was awarded \$3.8 million through the USDOT's SS4A program to work towards eliminating traffic-related deaths and serious injuries in the Orlando region. As part of this grant, MetroPlan worked with communities in the region to conduct local Safety Action Plans that set would them up for an implementable plan to achieve zero traffic deaths. Under this effort, Alta worked with Kimley-Horn to conduct Safety Action Plans for Osceola County, the City of Kissimmee, and the City of St. Cloud. Alta guided each of these communities in identifying their unique needs, challenges, and opportunities to craft a targeted SAP to make the local street network safer. Recognizing that a successful SAP is not a one-size-fits-all, Alta meticulously assessed existing community efforts, worked with partners to synthesize the data analysis and community input, and developed strategies, action items, performance measures, and a prioritized list of feasible projects that can advance into implementation.

*\*Alta and Kimley-Horn partnered on this project.*

**Contact:** Jim Wood, AICP  
Transportation Planning Lead,  
Kimley Horn, 407 982 3300,  
jim.wood@kimley-horn.com

## Amani Women Center

**Contact:** Sabrina Avripas,  
Principal Research Director, NORC  
312 350 2945,  
avripas-sabrina@norc.org

### Center for Disease Control (CDC) and National Opinion Research Center (NORC), Women's Health Needs Study, Clarkston, GA

**Dates:** February 2019-December 2024

The CDC and NORC received funding to research the needs of refugee women in the Atlanta area. Clarkston was chosen based on the strong refugee population. In order to reach the community, the CDC and NORC partnered with the Amani Women Center. Doris and her team put together a robust community engagement and research plan for collecting data. The outreach program consisted of 7 different languages to reach the community and were used in communications including flyers and in-person translation services. After successful outreach to the community and data collection, the Amani Women Center worked with the CDC and NORC to produce infographics and information to bring back to the community. Once this information was brought back to the community, the Amani's Women Center was able to put together an implementation plan for local community members to access the medical care most needed. Findings helped the Amani Women Center to develop programs and services to enhance services to the community and to be more effective in health care services. This project showcased the importance of partnering with a community based organization to reach the community.

**Contact:** Omar Aziz, BDS,  
Deputy Director of Resettlement  
Programs, IRC, 678 636 8958,  
omar.aziz@rescue.org

### Community Organized Relief Effort (CORE), International Rescue Committee (IRC) and DeKalb County of Public Health, COVID Outreach, Clarkston, GA

**Dates:** March 2020- August 2022

The DeKalb Department of Public Health had grant funding to reach communities in need during the COVID-19 pandemic. The Amani Women Center used the funding to increase awareness of the COVID-19 vaccine and to increase vaccinations. AWC is a trusted community organization and through their outreach, they were able to dispel myth and fears surrounding the vaccination. A team of trained community ambassadors that are multilingual and trained in many disciplines including research and language training ran multiple outreach events. It was through outreach and canvassing and built community trust and relationships that the Amani Women Center was able to increase the number of vaccinations in the community.

## Both And Partners

**Contact:** Dr. Angelia Smith-  
Wilson, Executive Director -  
Friends of Recovery - NY, 518 487  
4395, ext.16 asmith-wilson@  
for-ny.org

### Friends of Recovery, NY

**Dates:** September 2024-May 2025

Both And Partners partnered with Friends of Recovery – New York (FOR-NY) to guide the development and implementation of a multi-year strategic plan. FOR-NY sought a collaborative process that would reflect the voices and needs of the entire recovery community across the state. Both And Partners led a community-driven, consensus-based planning process rooted in inclusive facilitation and stakeholder engagement. Recognizing FOR-NY's commitment to inclusivity and representation, they designed a process that centered the perspectives of individuals with lived experience, family members, recovery allies, organizational staff, board members, and policy leaders. Key components of their work included: Facilitating strategic planning sessions with the FOR-NY Board of Directors and staff, and conducting listening sessions and focus groups with diverse stakeholders, including individuals in recovery and their families. In addition, Both And Partners designed and distributed a stakeholder survey to collect broad input from across New York's recovery community. The team synthesized feedback and aligned it with organizational goals to shape actionable priorities. Both And Partners delivered a strategic plan that reflects the mission and vision of FOR-NY, while providing a clear roadmap for the next several years.

**Contact:** Sheryl Good, EPA  
Region: Region 4, 404-562-9559,  
Good.Sheryl@epa.gov

### Environmental Protection Agency, Memphis- Appreciative Inquiry for Community Engagement, Memphis, TN

**Dates:** September 2024-May 2025

Both And Partners worked with the EPA staff to identify the focus and goals of the workshop and identify participants. Key components of the project included: assisting in organizing a workshop using the Appreciative Inquiry Process, conducting interviews with potential partners; identifying a team of partners to proceed with the workshop planning process and implementation and briefing participants on the purpose and description of the workshop. The workshop used Appreciative Inquiry to develop goals, identify strengths, opportunities, aspirations, and results. The workshop was offered in-person and virtually, Both And Partners ensured that workshop participants knew how to use the virtual meeting platforms. Facilitation of workshops were conducted by Both And Partners and a final report and action was prepared that outlined the outcomes and results of the workshop.

## Metro Trafix

**Contact:** Edward Guzman,  
City Manager, 770 748  
3220 ext. 3039, eguzman@  
cedartowngeorgia.gov

**Contact:** Anthony Rodriguez,  
Executive Director, 470 895 5020  
administrator@soforythcid.com

**Contact:** Nicole M. Hall, CPSM,  
West End CID Administrator,  
678 525 2500,  
nicole@nickelworks.net

**Contact:** Chardonay Fenton,  
Transportation Engineer, 404 270  
7114, cfenton@eastpointcity.org

**Contact:** Paul Giles, ITS  
Manager, Cobb County, 770 528  
167, paul.giles@cobbcounty.org

### Cedartown SS4A SAP, Cedartown, GA

**Dates:** November 2024-May 2025

Metro Trafix supported with needs assessment and safety analysis throughout the City to identify potential project recommendations for implementation and planning.

### South Forsyth CID Transportation Maser Plan, Forsyth County, GA

**Dates:** April 2021-March 2022

This project was part of master plan and corridor traffic studies for newly formed South Forsyth CID. On this project, Metro Trafix provided recommendations on short-term to long-range transportation improvement projects. Metro Trafix conducted traffic safety and capacity analysis for existing, no build, and build scenarios. The high-level analysis was completed for roadway networks within the CID boundaries and included connectivity for pedestrian and bicycle infrastructure in the region. Recommendations with potential project list, prioritization, and cost estimates as well as possible funding sources was provided.

### SR 139/Ralph David Abernathy Boulevard Roadway Transformation, Atlanta, GA

**Dates:** June 2023-September 2024

Metro Trafix conducted safety and capacity analysis to convert a four-lane road to a three-lane road with bicycle lanes and wider sidewalks to meet the needs of all users on a transit corridor.

### City of East Point Traffic Calming Study and Design, City of East Point, GA

**Dates:** October 2022-May 2025

Metro Trafix conducted traffic studies to identify traffic calming solutions on various streets in the City of East Point. Services performed also included design of traffic calming measures on local roads within the City to improve safety for pedestrians and all road users

### Cobb County DOT Signal Timing On-Call Support

**Dates:** August 2022-May 2025

Metro Trafix provides traffic engineering support with various signal timing tasks throughout the county. Services provided include review of traffic signal operations for safety and operational efficiency improvements, field review, data analysis, performance measures and evaluations.

## Quality Counts

**Contact:** Ron Knezevich,  
PE, State Safety Engineering  
Supervisor, GDOT, 470 487  
4380, RKnezevich@dot.ga.gov

**Contact:** David Low, Senior  
Traffic/Transportation Engineer,  
Sandy Springs, 770 730 5600,  
dlow@sandyspringsga.gov

### GDOT Near Miss Road Safety Audit, Wayne County (GDOT District 5), GA

**Dates:** April 2024-April 2024

Quality Counts supported the GDOT with a comprehensive RSA in Jesup, GA, focusing on pedestrian safety and conflict analysis along the SR 38 corridor. Quality Counts collected turning movement count data and conducted near miss analysis at 20 locations, with special attention on midblock areas where jaywalking and vulnerable road user incidents were frequent. Using our AI-powered video processing platform, DataLens, QC evaluated pedestrian-vehicle interactions to identify locations with a high rate of potential conflicts. The data collection spanned peak weekday periods and was designed to reflect typical operating conditions for both vehicular and pedestrian traffic. Our final deliverables included detailed near-miss reports, heat maps of conflict activity, and video clips of observed interactions. The findings provided GDOT with the quantitative support needed to justify the installation of pedestrian hybrid beacons at two critical midblock crossings. The project not only improved understanding of safety issues on SR 38 but also highlighted the value of incorporating near-miss analysis into proactive transportation safety planning.

### Safety Plan Traffic Counts, Sandy Springs, GA

**Dates:** January 2024-March 2024

Quality Counts led the successful execution of a large-scale data collection effort for the City of Sandy Springs, overseeing the completion of 580 48-hour Annual Average Daily Traffic (AADT) counts. Andrew implemented a video-based approach, deploying QC's proprietary AI-powered video processing software, DataLens, to collect and analyze traffic volumes from footage captured at each location. This method allowed QC to efficiently cover all locations using just 30 cameras deployed in rotating waves throughout the spring season. In addition to providing standard traffic volumes, QC also delivered near miss data using post encroachment time (PET) metrics, offering the City a more complete picture of safety conditions at each location. This added layer of insight, especially valuable for identifying conflict patterns and proactively addressing risk for vulnerable road users, enhanced the overall utility of the data collected and demonstrated QC's commitment to technology-forward, safety-focused traffic studies.

## Sycamore



**Contact:** Richard Edwards,  
Planning and Economic  
Development Director City of  
Clarkston, 404 296 6489,  
redwards@cityofclarkston.com

### Clarkston Greenway Feasibility Study, Clarkston, GA

**Dates:** May 2023-September 2024

The City of Clarkston launched the Clarkston Greenway Feasibility Study to identify ways to connect people to parks, greenspaces, and popular destinations on foot or bicycle within the City and beyond. Sycamore Consulting lead the public engagement efforts supporting the development of the study. Sycamore coordinated stakeholder interviews, a Project Advisory Group, a Project Ambassador outreach group comprised of community members representing Clarkstons most-spoken languages, targeted focus group meetings, project promotions, outreach events, educational presentations at area schools, translation and interpretation, and development of online content. In 2024, the study was honored with two awards, the Outstanding Public Involvement award from the Georgia Planning Association and the Award of Excellence in Analysis and Planning by the Georgia Chapter of the American Society of Landscape Architects.



**Contact:** Erica Parish  
Deputy Transportation Director,  
770 4454759, Erica.Parish@  
paulding.gov

### Paulding County, Comprehensive Safety Action Plan (CSAP), Paulding County, GA

**Dates:** May 2024-May 2025

Paulding County is working with its citizens and community stakeholders to further the County's goal to "provide a safe transportation system for all users" by embarking on the Paulding CSAP. Funded locally and federally through the USDOT's Safe Streets and Roads for All grant program, the CSAP serves as an important step for affecting positive and significant change in roadway safety. Sycamore Consulting is leading the public engagement component of the Paulding County CSAP. Outreach efforts include facilitation of a Technical Steering Committee, coordination with local elected leadership, specific outreach to socially vulnerable communities, and the general public. Sycamore is conducting focus groups, pop-up events, and public meetings to reach people in-person, and is also responsible for online engagement activities, including a Social PinPoint mapping and survey tool and extensive social media.



**Contact:** Tejas Kotak  
Senior Planner Transportation  
Planning Department, 678 559  
7651, Tkotak@atlantaregional.org

### Atlanta Regional Commission Regional Safety Strategy, Atlanta, GA

**Dates:** May 2021 - July 2022

Sycamore was a key part of the consultant team that assisted the Atlanta Regional Commission (ARC) in the development of the first-ever Regional Safety Strategy. The RSS addressed the safety of all road users through a collaborative, multidisciplinary, and multimodal approach and offered guidance to local communities in the planning and implementation of safety measures. Development of the plan relied heavily on stakeholder input. The outreach process included coordination with ARC's standing committees the Regional Safety Task Force, Transportation Equity Advisory Group, TCC and TAQC; a half day virtual workshop with regional practitioners; interviews with peer MPO's, state, consultant and local stakeholders; online surveys; and public focus groups about draft recommendations. Sycamore led all outreach efforts including survey development, administration and analysis; workshop, interview, and focus group coordination and facilitation; and documentation of all stakeholder and public outreach events.



**Contact:** Xavier James, Georgia  
DOT Office of Express Lanes, 404  
631 1583, xjames@dot.ga.gov

### I-285 Eastside Express Lanes Project, Atlanta, GA

**Dates:** May 2021 - July 2022

Sycamore was a key project team member for this GDOT Major Mobility Investment Program Project. The I-285 Eastside Express Lanes Project is part of a larger regional program to add express lanes to I-285 from I-20 east of Atlanta across the Top End to I-20 west of Atlanta. This segment of the program focused on I-285 between I-20 East and I-85. Sycamore was responsible for the creation and implementation of the stakeholder and public outreach and communications program. Specific tasks included stakeholder interviews, stakeholder briefings, public informational open houses and small group meetings, social media, and elected officials coordination. Additionally, as the project area is one of the most diverse in the country, Sycamore was tasked with targeted outreach to environmental justice (EJ) communities, including minority, low income, and limited English speaking populations. Outreach included direct mailers, pop-ups at locally sponsored events, distribution of materials to independent businesses catering to EJ communities, as well as translation and interpretation services.

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3

# **Team Experience**

## A. The experience, expertise, and total quality of the consultant's proposed team.



We employ **52** of the nation's certified **Road Safety Professionals (RSPs)**



Leadership in the development of **170+** **Safety Action Plans** nationwide



Secured clients over **\$278M** in **SS4A Grants**

### Team Experience + Expertise

Kimley-Horn understands the importance of planning and designing for all modes of transportation and provides comprehensive traffic safety services, including SS4A SAPs and grants, Vision Zero Plans, VRU Safety Assessments, RSAs, SRTS plans, near-miss analyses, systemic safety analyses, crash analyses, and safety countermeasure design, as well as helping our clients navigate the SS4A grant process and implementation.

**Our national team of safety specialists guide our clients through their comprehensive action plans, policy and procedure changes, implementation projects and funding applications, and design and implementation.** We are recognized for our work assisting local agencies with improving the safety of their transportation systems. Our local project team includes safety specialists who have completed, or are in the process of completing, more than 100 SS4A Safety Action Plans. Kimley-Horn, as a firm, has successfully completed more than 170 SS4A SAPs across the country.

Additionally, **our safety team has led FHWA webinars on effective implementation of local road safety plans (the predecessor to SAPs) and is assisting FHWA in developing a clearinghouse with information for the SS4A Program.** Kimley-Horn has presented at numerous local, state, regional, and nationwide conferences on safety planning best practices including systemic safety analysis, project development, and implementation.

Since 2022, we have successfully secured more than \$278 million in SS4A funding for jurisdictions from coast to coast for SS4A Planning or Implementation Grants. In fact, **Kimley-Horn has a 75% success rate with SS4A Planning and Implementation grants for our clients. The Kimley-Horn team knows how to complete an SS4A SAP and position local agencies to receive implementation funds.**

### Project Leadership

Your team is led by Cristina Pastore, PE, AICP and Tracy Lehman, PE, PTOE, RSP<sub>21</sub>. Resumes for each Key Team Lead are shown in Tab 6.

The transportation infrastructure of any community plays a pivotal role in determining the residents' quality of life by providing safe, efficient, and accessible mobility options. For the City of Clarkston SS4A project, we have identified two exceptional professionals whose extensive experience and proven track records position them as the ideal leadership team to guide this important initiative. Cristina, a transportation planner and engineer and outreach specialist, and Tracy, a nationally recognized leader in safety analysis and design, bring complementary skills and backgrounds that make them a perfect match for delivering impactful results for the City of Clarkston.



#### Cristina: Leading with Technical Expertise and Community Engagement

Cristina has made significant contributions to the realm of transportation planning and engineering in metro Atlanta, spearheading the development of the two most recent CTPs for DeKalb County. She excels not only in technical analysis and policy development but also in engaging and collaborating with community stakeholders. Her passion for improving quality of life through well-thought-out transportation solutions drives her approach, ensuring that plans are not only innovative but also feasible and community-focused.



#### Tracy: Innovator in Safety Analysis and Design

Tracy brings a wealth of expertise in safety analysis and design, with a career defined by developing and implementing data-driven solutions to enhance roadway safety. Tracy's national recognition is a testament to her ability to deliver innovative strategies that decrease fatalities and serious injuries on roadways. Her recent success with the City of Carrollton's SS4A Safety Action Plan and Implementation Grant, which secured \$9.2 million for improving safety and connectivity along Maple Avenue, underscores her capability in guiding similar projects to fruition. Tracy's focus on assisting local and state Departments of Transportation across the United States equips her with a broad perspective and a deep understanding of safety challenges and solutions.

## Task Leaders

Cristina and Tracy have engaged three of their partners to lead the three key tasks: Jourdyn Fuga, Matt Dysko, and Jon Tuley. These three task leads are experts in their respective spaces and are excited to partner with the larger team to deliver the Clarkston SS4A project.

**Safety Analysis and Engineering: Jourdyn Fuga**

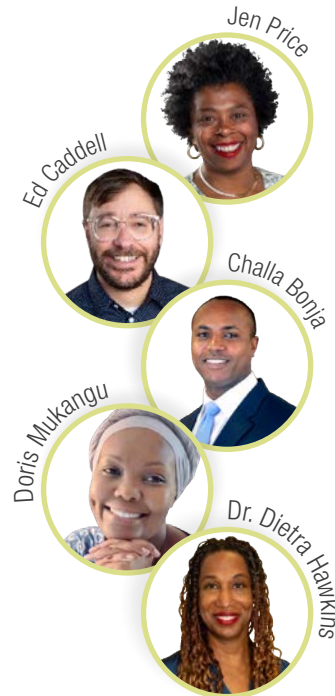
**Conceptual Design: Matt Dysko**

**Engagement and Collaboration: Jon Tuley**



## Intentional Engagement

In addition to our project leadership team, Kimley-Horn assembled a very thoughtful group of team members who will lead strategy and execution of our stakeholder and community engagement. Jen Price and Ed Caddell at Sycamore Consulting have been working in and alongside the Clarkston community on numerous projects in recent years. As a new resident to the United States from Ethiopia, Challa Bonja (Metro Traction) was welcomed to the Clarkston community upon arrival and resided there for 5 years. In addition to his role supporting the traffic engineering work for the project, In addition to his planning and safety expertise, Challa speaks amharic and oromo languages and will support translation/interpretation efforts. The Amani Women Center is a non-profit organization who supports the African Diaspora and refugee community in Clarkston and DeKalb County and has partnered with Kimley-Horn during the most recent DeKalb Unified Plan/CTP. Doris Mukangu, Founder and Executive Director of the Amani Women Center, along with her team, serve a critical role as a trusted community partner and part of our team's direct understanding of the Clarkston community. Finally, we are partnering again with Dr. Dietra Hawkins and the team at Both And Partners to ensure that we are being thoughtful, sensitive, and creative in our engagement approach. As a licensed clinical psychologist whose outcomes focus on transformation and belonging, Dr. Dietra will lead our team's strategy around partnership with stakeholders, elected leaders, and the community.

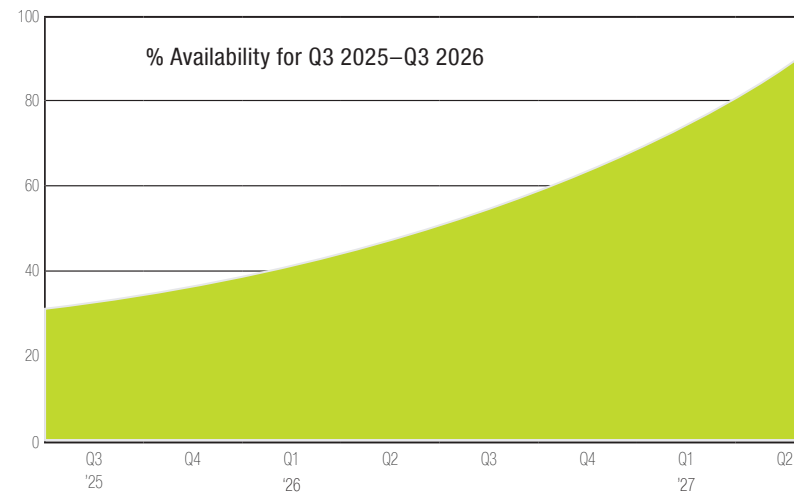


## B. Capacity Chart

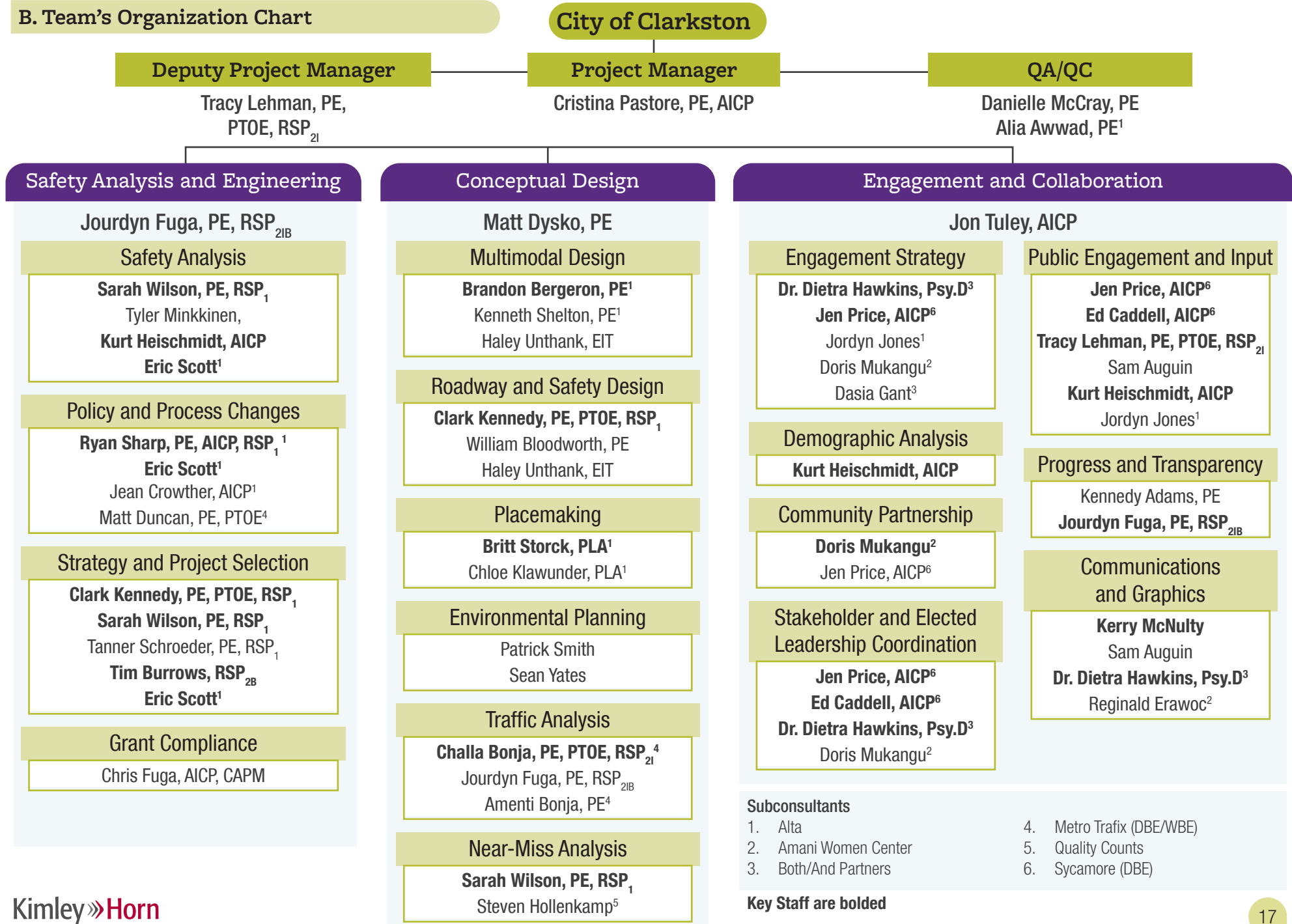
We have carefully selected a key team of seasoned professionals that offer the high level of responsiveness you need in the short- and long-term duration of this contract, in terms of exceptional local understanding and support, and extensive experience delivering SS4A-compliant SAPs. Our team is fully capable of meeting the technical and staffing needs anticipated for this contract. **Cristina Pastore, PE, AICP, will coordinate to ensure that our team meets your production schedule.**

The individual members of our project team were selected using two criteria: (1) their experience with safety planning, design, and engagement, and (2) their availability to assume major technical responsibilities within this contract timeframe. By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule, including the ability to examine backlog, upcoming deadlines, and production schedules. Additionally, the project team will meet on a regular basis to make sure that we are tracking well against project milestones and finding support if additional effort is necessary.

Using our cast-aheads system, our team has analyzed the current workload and determined that the proposed staff are readily available to serve the City of Clarkston's needs and are in an excellent position to handle the workload required to complete this project. The chart below provides a graphical representation of our staff's availability for this contract based on current project commitments.



## B. Team's Organization Chart



# 4

## **Technical Approach**

## Technical Approach

The City of Clarkston is seeking to develop a Safety Action Plan (SAP) in accordance with Safe Streets and Roads for All (SS4A) requirements that will address the most significant roadway safety concerns in the community. Kimley-Horn is eager to partner with Clarkston to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries. Our team's experience developing SAPs across the country and proven experience developing vetted and cost-effective solutions, reflective of community needs, are key to our technical approach for this project. In writing this approach, our team took into account our team members experience in the City of Clarkston. In addition, we reviewed items A-E provided by the City of Clarkston.

### Task 1: Project Management

The Kimley-Horn team proposed for this **City of Clarkston SS4A SAP** was deliberately crafted to provide the City with a highly-experienced team who has a strong, local presence as well as unparalleled success developing effective, implementable SAPs. Our project management team, led by Project Manager **Cristina Pastore, PE, AICP** and Deputy Project Manager **Tracy Lehman, PE, PTOE, RSP21**, **was selected both for their proven track record engaging with the public and stakeholders to create plans that reflect community needs as well as for their understanding of the federal requirements of the SS4A program.** They are partnered with Grants and Funding Specialist **Chris Fuga, AICP, CAPM** to prioritize and help ensure SS4A compliance across all project elements, delivery, and documentation—as well as compliance with two CFR 200 for federal awards, including administrative and audit requirements. Kimley-Horn will assist the City with administrative tasks to satisfy their grant agreement with the United States Department of Transportation (USDOT), including preparing quarterly performance reports required under the grant agreement.

**Project Manager Cristina believes in the importance of strong communication between the City and the consultant team, and she will allocate time regularly to coordinate with Clarkston's Project Manager.** The project will begin with a **kick-off meeting** between relevant City staff and consultant team leadership to understand project vision, definitions of success, scope/budget/schedule, quality assurance/quality control(QA/QC) standards, and communication and deliverable protocols. Kimley-Horn then will provide a draft **Project Management Plan (PMP)** to summarize these details, which will guide project development, keep the project on schedule, and hold team members accountable. Our team proposes, **weekly email updates, a biweekly status call with City staff to review project progress, discuss upcoming activities, and resolve any concerns. We propose to use an Action Tracking Matrix** in these meetings to efficiently coordinate and report statuses. Status update presentations for the City will be provided on a monthly basis. Kimley-Horn integrates risk management with QA/QC. QC will be overseen by Deputy Project Manager Tracy and checked by Project Manager Cristina. QC reviews will be done before each deliverable is submitted to the City. QA/QC Leads include **Danielle McCray, PE**, who will focus on representative transportation planning, and **Alia Awwad, PE (Alta)**, a national safety specialist, will review all deliverables using project-specific checklists to maintain high-quality analyses, consistency, and

presentation. This will help ensure the City's deadlines and budget are met within 24 months of their grant agreement with USDOT.

Our proactive management of staff and tasks allows us to identify potential schedule or budgeting concerns as part of regular meetings, and we will provide the City with up-to-date work schedules, budgets, and checklists for completed work. We also will submit monthly invoices and progress reports to the City that meet the requirements for federal grant reimbursement as part of the monthly invoices.

#### Task 1 Deliverables:

- » **Project kick-off meeting**
- » **Bi-weekly coordination meetings and Action Tracking Matrix**
- » **Weekly status report emails**
- » **Quarterly progress and performance reports for FHWA**
- » **Project schedule (updated bi-weekly)**
- » **Monthly presentations to City Administration and POC**
- » **QA/QC of project deliverables**
- » **Monthly invoices and progress reports**

### Task 2: Leadership Commitment and Goal Setting

Helping ensure the Mayor and City Council are not only informed about the plan, but also active in the plan development and community engagement efforts will be important to this project's success. This task will engage City leaders to establish an eventual **goal of zero roadway fatalities and serious injuries and to adopt the SAP.**

#### Safety Launch & Safety Commitment

We propose to hold a **Safety Launch** event that will bring together City officials to introduce the project scope, desired outcomes, and set expectations. We will also use the event to educate participants about the Safe System Approach. During the Safety Launch, we will introduce a City commitment and goal to achieve reductions in fatalities and serious injuries. Following the Safety Launch event, we will present a "Safety Commitment" resolution for adoption by the Mayor and City Council. The resolution will include a goal and timeline for eliminating roadway fatalities and serious injuries.

#### Quarterly Updates

We will provide quarterly updates to the Mayor and City Council. In addition to the Safety Launch event, these milestones may occur after the initial round of engagement to report what we have heard and to get their feedback; during a special presentation of the North Indian Creek Drive-Montreal Road corridor concept; or at the draft recommendations for input on the SAP. In addition, we will conduct individual meetings with the Mayor and City Council members near the middle of the plan to understand their greatest areas of need and responses to mitigation ideas.

#### Plan Adoption

At the conclusion of the planning process, we will present the SAP to City Council for adoption.

#### Task 2 Deliverables:

- » **Safety Launch, Safety Commitment**
- » **Quarterly reporting to Mayor and City Council (in-person)**
- » **Individual meetings with Mayor and City Council**
- » **Plan adoption**

## Task 3: Planning Structure

We will collaborate with the City to establish a **Steering Committee** responsible for overseeing the development of the SAP. The Steering Committee will convene monthly throughout the planning process to guide the plan's progress and provide input. During the initial meeting with the Steering Committee, the vision, goals, and objectives for the plan will be established. Additionally, we will schedule individual interviews with Steering Committee members to facilitate further discussion and feedback on the plan.

### Task 3 Deliverables:

- » Vision, goals, and objectives      » Monthly Steering Committee meetings
- » Steering Committee feedback

## Task 4: Safety Analysis

**Conducting a Safety Analysis is one of the three required elements for an SAP to be eligible for SS4A funds.** Safety concerns span all travel modes, and safety improvements address some of the most basic functions that the public expects of its transportation system. Kimley-Horn will complete data collection and analysis and safety analysis tasks—including completing a thorough analysis of the ten most recent and complete years of crash data available, which will establish the foundation for the City's SAP. The analysis will focus on fatal and serious injury crashes and will consist of all roadways within the City limits, without regard for ownership or maintenance responsibilities. Our team will use internal tools to expedite analysis tasks and develop practical safety solutions. Our safety analysis will partner trend analyses and a risk-based evaluation to identify locations with the greatest potential to improve safety in the City.

**Kimley-Horn shares the City's commitment of improving safety for all across transportation systems within the community. We take pride in our ability to develop practical, implementable solutions.**

### Data Collection and Crash Cleaning

Kimley-Horn will create a **comprehensive geodatabase for the City**, including data from GDOT, DeKalb County, MARTA, ARC, the U.S. Census Bureau, and Replica. The database will cover crashes, roadway features, sidewalk and bike facilities, trail crossings, school locations, bus stops and routes, and traffic volumes. To mitigate year-over-year fluctuation caused by the natural randomness of crashes, Kimley-Horn will acquire crash data from the 10 most recent, and complete years (2015-2024) from GDOT's AASHTOWare Safety database and will supplement it with Georgia Electronic Accident Reports System (GEARS) data for added details. Our team has unmatched experience working with Georgia's crash data and will perform QC checks to verify and validate the data set. Approximate volumes for the network will be derived from Replica data, which Kimley-Horn has access to at no additional cost to the City.

Our team has extensive experience with a plethora of safety tools and datasets, such as Replica's Safe Streets Platform or hard braking data, which can be used in safety planning efforts. However, given the size of the City of Clarkston and the extent of anticipated outreach efforts, we recommend leveraging already available tools and datasets as well as engagement feedback, since the value provided by other platforms likely will not justify the cost investment. We will use near-miss data to bolster the

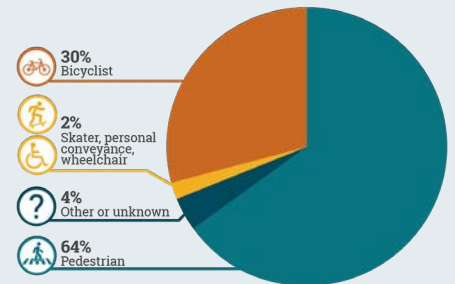
need for safety improvements at locations identified by the community as an area of need where crash history may be absent or underreported.

### Historical Trends

**We will analyze historical crash data to identify collision characteristics and patterns on City roadways.** This includes factors such as year, day, time, crash type, lighting, surface conditions, and injury severity based on the KABCO scale. Using AASHTOWare Safety tools, we will identify the highest crash intersections and segments. Crash trends will be benchmarked against nearby/similar sized cities and national statistics, including a review of the Georgia Strategic Highway Safety Plan (SHSP) emphasis areas and systemic causes of crashes. The analysis will include the identification factors that contributed to crashes at the top:

- 15 highest crash locations involving vehicles
- 10 highest crash locations involving a bicycle
- 10 highest crash locations involving a pedestrian
- 5 highest crash locations involving alternate modes of travel

**Iowa Vulnerable Road User (VRU) Safety Assessment summary of VRU fatalities and serious injuries by user type (2016-2022)**



We will use highly-visual and graphical reporting, including graphs, charts, and figures to document the current safety status. Information will be organized based on the Safe System Approach, aligning with the USDOT's National Roadway Safety Strategy (NRSS).

### Systemic Risk Analysis

**Our systemic analysis identifies high-risk locations using Kimley-Horn's statistical network screening tool, applying Highway Safety Manual (HSM) crash prediction methods.** We have used this tool for SS4A SAPs across the country. The HSM-based method identifies:

- Locations with higher-than-expected crash frequencies, based on comparison with similar facilities
- Locations with the greatest potential for safety improvement (decrease in crashes)

The analysis helps diagnose and address safety issues, helping to ensure that both systemic and specific safety needs are met.

### Safety Priority Network

**A safety priority network will be identified and mapped for Clarkston based on the analysis of historical trends, feedback obtained through the public and stakeholder engagement process, and the systemic risk analysis.** The network will identify specific locations the city should focus on to reduce fatalities and serious injuries.

### Task 4 Deliverables:

- » GIS database with collected data      » Historical trend summary
- » Safety priority network      » Locations identified by the system risk analysis

## Task 5: Engagement and Collaboration/ Outreach and Stakeholder Considerations/ Public Engagement and Communications

The Kimley-Horn team understands the need to meaningfully engage the community, and the importance of the input received to the success of the Clarkston SS4A project. **In order for the plan to properly respond to the mobility needs of the community, we need to answer certain questions, such as how people get around, barriers to travel they currently face, what would allow them to use their modes of choice more easily, and key locations where they would like to travel.** Beyond some of these more basic questions, we also need to understand how some of the community learns to travel and where they receive their information, especially if they are new to the United States; places and times of day where people feel unsafe and why (as well as where people do feel safe); and what causes people to get confused as they navigate around the City.

### Understanding Clarkston

**Only 11% of Clarkston's population identifies as Non-Hispanic, White with nearly 50% of the City's population speaking a language other than English in the home.**

Accessing this information may not always be easy. Our team anticipates there will be obstacles that need to be overcome in order to reach a broad range of the community. The Kimley-Horn team will partner with you to identify some of the best ways to mitigate some of the known engagement challenges.

- **Language barriers:** incorporate robust interpretation and translation opportunities
- **Anxiety and fear:** create safe spaces for people to engage
- **Time and availability:** develop multipronged outreach events that allow us to meet people where they are and for the time they have available
- **Meeting fatigue:** build on the planning work and intel that has been gathered so we are not asking as many overlapping questions
- **Apathy:** identify quick win recommendations so people see early value from the study
- **Diverse community:** strike a balance between engaging legacy residents and those who have moved in more recently
- **Ability to reach people:** leverage trusted networks and community leaders to build enthusiasm and excitement for participation

In addition to the engagement tools and techniques called out in the RFP, we offer some additional considerations for engaging both stakeholders and the broader public in the following sections.

## Development of Stakeholder and Public Engagement Plan

Because engagement in the City of Clarkston looks unique compared to other communities, it will be especially important to inventory previous planning efforts to understand what has been done and lessons learned from those engagement efforts, including what worked well, and which efforts failed to result in the meaningful education and input the City desired. Using this information, our team then will conduct a **stakeholder mapping exercise** to identify types of influence, power, and agency within the community. Finally, we will develop a **Stakeholder and Public Engagement Plan (SPEP)** in collaboration with the project leadership team that will guide our efforts throughout the life of the plan.

The SPEP will outline all outreach activities, helping ensure meaningful participation and input for the SAP's development and execution. It will detail the outreach schedule, meetings, events, and online feedback process to coordinate public communications throughout the project. The activities in the SPEP will engage the community to address their concerns and ideas for improving safety on our streets.

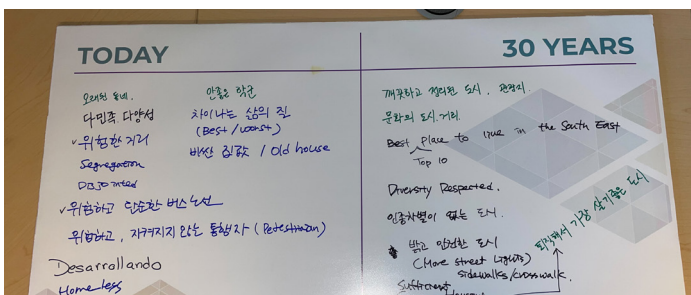
## Stakeholder Engagement



Stakeholder engagement will play a critical role in understanding the broader Clarkston community, developing solutions that can work for them, and building consensus and buy-in for the plan. In partnership with the City's POC and Steering Committee, we will identify key stakeholders to engage throughout the planning process. Once identified, we will schedule stakeholder interviews (individual or small groups) with 20 private sector businesses, 10 community leaders, and representatives from key partner agencies such as DeKalb County, the City of Tucker, the ARC, and GDOT. We will present to ARC's Transportation Coordinating Committee (TCC) at the conclusion of the plan. Specific discussions will be held with DeKalb County to coordinate activities between the two SAPs.

In addition to the requested stakeholder engagement efforts listed in the RFP, we would like to recommend some additional ideas for consideration by the selection committee:

- **Community Focus Groups:** Hearing directly from members of the community is so valuable to this process, but it may be challenging to implement, especially in light of the current political climate. It is imperative that we provide safe spaces for people to engage with the proper support through interpretation and material translation in order to gain valuable input. With the **Amani Women Center** leading this



# EXHIBIT B

## Final Scope of Work (Negotiated)

# Clarkston SS4A SAP

## Project Understanding

The City of Clarkston is seeking to develop a Safety Action Plan (SAP) in accordance with Safe Streets and Roads for All (SS4A) requirements that will address the most significant roadway safety concerns in the community. Kimley-Horn will partner with Clarkston to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries. Below includes our proposed scope of services and schedule to reach an approved SS4A report by September 30, 2026.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### Task 1: Project Management

The project will begin with a one-hour in person kick-off meeting between relevant City staff and up to seven members of the consultant team leadership to understand project vision, definitions of success, scope/budget/schedule, quality assurance/quality control (QA/QC) standards, and communication and deliverable protocols. Kimley-Horn will develop a draft Project Management Plan (PMP) to summarize these details. Kimley-Horn will provide weekly email updates to the City project manager, will hold a biweekly status call with City staff to review project progress, discuss upcoming activities, and discuss any potential concerns, including a review of the project schedule. An Action Tracking Matrix will be used in these meetings to coordinate and report statuses. The matrix will be sent out in advance of each meeting with the agenda topics and following each meeting with action items and a summary of discussion topics. Status update presentation slides will be provided to the City on a monthly basis and will be presented during one of the bi-weekly meetings. Kimley-Horn will complete QA/QC reviews before each deliverable is submitted to the City.

We will submit monthly invoices and progress reports to the City that meet the requirements for federal grant reimbursement as part of the monthly invoices. In addition, Kimley-Horn will assist in preparing quarterly performance reports required under the grant agreement with the United States Department of Transportation (USDOT).

#### *Task 1 Deliverables:*

- Project kick-off meeting
- Bi-weekly coordination meetings and Action Tracking Matrix (26 meetings, including agenda and action items/summary)

- Weekly status report emails (13 months)
- Quarterly progress and performance reports for FHWA
- Project schedule (updated bi-weekly)
- Monthly presentations to City Administration and Point of Contact (POC) (13 months)
- QA/QC of project deliverables
- Monthly invoices and progress reports

## Task 2: Leadership Commitment and Goal Setting

This task will engage City leaders to establish an eventual goal of zero roadway fatalities and serious injuries and to adopt the SAP.

### *City Council Work Session & Safety Commitment*

Kimley-Horn will attend one City Council work session to introduce the project scope, desired outcomes, and set expectations. The presentation for the event will include information to educate participants about the Safe System Approach. During the Council work session, we will introduce a City commitment and goal to achieve reductions in fatalities and serious injuries. One member of the Kimley-Horn team will attend the work session. Following the work session, the “Safety Commitment” resolution will be presented by the City POC for adoption by the Mayor and City Council. The resolution will include a goal and timeline for eliminating roadway fatalities and serious injuries.

### *Quarterly Updates*

We will provide quarterly updates to the Mayor and City Council. In addition to the Safety Launch event, these milestones may occur after the initial round of engagement to report what we have heard and to obtain their feedback; during a special presentation of the North Indian Creek Drive-Montreal Road corridor concept; or at the draft recommendations for input on the SAP. In addition, we will conduct up to 14 individual or group in-person meetings total with the Mayor and City Council members at two points in the planning process: the first round is anticipated to occur near the beginning of the process to understand their greatest areas of need and the second is anticipated to occur near the middle to end of the planning process to obtain their input on the proposed recommendations. A summary will be provided of each discussion. It is assumed that the City will coordinate with the Kimley-Horn team and with the Mayor and City Council to schedule each of the interviews.

### *Plan Adoption*

At the conclusion of the planning process, we will present the SAP to the Mayor and City Council for adoption.

### *Task 2 Deliverables:*

- Safety Launch, Safety Commitment
- Quarterly reporting to Mayor and City Council (in-person)
- Individual meetings with Mayor and City Council and meeting summaries (2 rounds)
- Plan adoption

### **Task 3: Planning Structure**

We will collaborate with the City to establish a Steering Committee responsible for overseeing the development of the SAP. The Steering Committee will convene monthly throughout the planning process for an up-to-one-hour meeting to guide the plan's progress and provide input. It is assumed that up to 6 of these meetings will be in person. During the initial meeting with the Steering Committee, the vision, goals, and objectives for the plan will be established. Additionally, we will schedule up to ten (10) one-hour, in-person, meetings with Steering Committee members to facilitate further discussion and feedback on the plan. These meetings could be individual or grouped, and we will make reasonable efforts to schedule them over a two (2) day period. A summary will be provided of each discussion.

### *Task 3 Deliverables:*

- Vision, goals, and objectives
- Steering Committee feedback and summary (up to 10 meetings)
- Monthly Steering Committee meetings (13 one-hour meetings with up to 6 in person)

### **Task 4: Safety Analysis**

Kimley-Horn will complete data collection and analysis and safety analysis tasks—including completing a thorough analysis of the ten (10) most recent and complete years of crash data available. The analysis will focus on fatal and serious injury crashes and will consist of all roadways within the City limits, without regard for ownership or maintenance responsibilities. Our safety analysis will partner trend analyses and a risk-based evaluation to identify locations with the greatest potential to improve safety in the City.

### *Data Collection and Crash Cleaning*

Kimley-Horn will create a comprehensive geodatabase for the City, including data from GDOT, DeKalb County, MARTA, ARC, the U.S. Census Bureau, and Replica. The database may cover crashes, roadway features, street and pedestrian lighting locations, sidewalk and bike facilities, trail crossings, school locations, bus stops and routes, and traffic volumes. To mitigate year-over-year fluctuation caused by the natural randomness of crashes, Kimley-Horn will acquire crash data from the 10 most recent,

and complete years (2015-2024) from GDOT's AASHTOWare Safety database and will supplement it with Georgia Electronic Accident Reports System (GEARS) data for added details. Our team will perform QC checks to verify and validate the data set. Approximate volumes for the network will be derived from Replica data, which Kimley-Horn has access to at no additional cost to the City. Kimley-Horn will also obtain a one-year subscription to the Replica Safe Streets platform.

### *Historical Trends*

The Kimley-Horn team will analyze historical crash data to identify collision characteristics and patterns on City roadways. This may include factors such as year, day, time, crash type, lighting, surface conditions, and injury severity based on the KABCO scale. Using AASHTOWare Safety tools, the Kimley-Horn team will identify the highest crash intersections and segments. Crash trends will be benchmarked against nearby/similar sized cities and national statistics, which may include a review of the Georgia Strategic Highway Safety Plan (SHSP) emphasis areas and systemic causes of crashes. The analysis will include the identification of factors that contributed to crashes at the top:

- 15 highest crash locations involving vehicles
- 10 highest crash locations involving a bicycle
- 10 highest crash locations involving a pedestrian
- 5 highest crash locations involving alternate modes of travel

Findings from the analysis will be summarized to document the current safety status of the City and may include graphs, charts, and figures. A map displaying the location of fatalities and serious injuries will be included in the documentation. Information will be organized based on the Safe System Approach, aligning with the USDOT's National Roadway Safety Strategy (NRSS). Kimley-Horn will address one round of consolidated comments on the summary of crash trends.

### *Systemic Risk Analysis and Replica Safe Streets Platform Review*

Kimley-Horn will use a statistical network screening tool to identify a high-risk network with priority locations for additional review. Through the analysis, the following locations will be identified::

- Locations with higher-than-expected crash frequencies, based on comparison with similar facilities
- Locations with the greatest potential for safety improvement (decrease in crashes)

A summary of the locations identified through the analysis will be provided to the City. In addition, this task includes the review of data obtained from the Replica Safe Streets

Platform, which will be considered as part of the development of the Safety Priority Network.

### *Safety Priority Network*

The Kimley-Horn team will identify and map a safety priority network for Clarkston based on information from the Replica Safe Streets Platform, analysis of historical trends, feedback obtained through the public and stakeholder engagement process (including with the Safety Task Force), and the systemic risk analysis. The network will identify specific locations the City should focus on to reduce fatalities and serious injuries. Kimley-Horn will address one round of consolidated comments on the priority network.

### *Task 4 Deliverables:*

- GIS database with collected data
- Safety priority network
- Historical trend summary
- Locations identified by the system risk analysis

## **Task 5: Engagement and Collaboration/ Outreach and Stakeholder Considerations/ Public Engagement and Communications**

### *Development of Stakeholder and Public Engagement Plan*

The team will begin by conducting an inventory of previous planning efforts to understand what has been done and lessons learned from those engagement efforts, including what worked well and which efforts failed to result in the meaningful education and input the City desired. Using this information, our team then will conduct a stakeholder mapping exercise to identify types of influence and agencies within the community. This will include exploring the use of non-traditional outreach efforts. Finally, we will develop a Stakeholder and Public Engagement Plan (SPEP) in collaboration with the project leadership team that will guide our efforts throughout the life of the plan.

The SPEP will outline all outreach activities, helping ensure meaningful participation and input for the SAP's development and execution. It will detail the outreach schedule, meetings, events, and online feedback process to coordinate public communications throughout the project. The activities in the SPEP will engage the community to address their concerns and ideas for improving safety on our streets.

### *Stakeholder Engagement*

In partnership with the City's POC and Steering Committee, we will identify key stakeholders to engage throughout the planning process. Once identified, we will schedule stakeholder interviews (individual or small groups) with 20 private sector

businesses, 10 community leaders, and representatives from key partner agencies such as DeKalb County, the City of Tucker, the ARC, and GDOT. We will present to ARC's Transportation Coordinating Committee (TCC) at the conclusion of the plan. Specific discussions will be held with DeKalb County to coordinate activities between the two SAPs.

In addition to the requested stakeholder engagement efforts listed in the RFP, the Consultant Team will conduct the following stakeholder activities:

- **Community Focus Groups:** Hearing directly from members of the community is so valuable to this process, but it may be challenging to implement. It is imperative that we provide safe spaces for people to engage with the proper support through interpretation and material translation in order to gain valuable input. With the Amani Women Center leading this effort, we will conduct up to 6 in-language community focus groups with interpreters for discussion, key translated materials, and food catered from a local community restaurant. The focus groups would be conducted as invite-only through trusted partner channels and at a location known and comfortable for the invitees.
- **Safety Task Force:** The targeted nature of this plan focusing on safety allows for an opportunity to create a Safety Task Force. This group of citizens could be appointed by elected leadership and participate in key efforts throughout the planning process. Their service on the Task Force would continue beyond the conclusion of the plan while also allowing for the group to support the Mayor and City Council with input on implementation and performance monitoring.
- **Safe Streets for All Summit:** To grow a culture of safety within the City and to identify locally-specific safety concerns, a "Safe Streets for All Summit" will be conducted. This half-day workshop will bring together elected officials, community leaders, existing and potential participants at all levels from the "Es" of safety (education, enforcement, engineering, and emergency response), the Georgia State and Piedmont Technical College, and partner agencies that operate within Clarkston, including representatives from hospitals, public health agencies, transportation and transit agencies, and nonprofit and advocacy organizations. This group would discuss challenges, issues, and opportunities and the City's commitment to a goal of reducing serious injuries and fatalities. While this event will be targeted to specific stakeholder groups and individuals, it can also be made open to the public.

### *Public Engagement and Collaboration*

The Kimley-Horn team will conduct two rounds of Public Information Open Houses (PIOH)—one for needs assessment and one for draft recommendations. Because Clarkston is small, we will host two PIOHs per round for a total of four meetings. We will

work with the City to host meetings in easily accessible locations and with translated materials and interpreters (languages to be provided by the City, up to six (6)) to assist with those requiring language assistance. City will provide the point of contact or those firms/individuals that have provided these services in the past for any unable to be provided by the Amani Women Center.

In addition to the requested public engagement efforts listed in the RFP, the Consultant Team will conduct the following public engagement activities:

- **In-Person:** The Kimley-Horn team will participate in up to eight in-person intercept/pop-up events throughout the City. This may be at existing festivals, markets, events with high traffic. Additionally, as attention is focused, in particular, at the high injury network, one option could include hosting targeted pop-up intercepts at some of those critical locations. Another option could focus on those with limited mobility. The Consultant Team will work with the POC and Steering Committee to brainstorm the optimal events and locations for this specific plan.
- **Digital:** We will develop content for a website (the City will post the content on their site) that allows for language translation (as an initial level of access) to be the clearinghouse for all project information including documents, upcoming events, and transparency of implementation and performance monitoring. Additionally, social media posts will be created for educational information and larger events welcoming all community members to participate. Finally, we will develop online and paper surveys in the six specific languages and will partner with non-profits to help share the information within their designated networks.
- **Collateral:** The Consultant Team will create collateral that includes educational materials about safety that can be shared at outreach events, community member highlights and story sharing, and partnerships with the schools within Clarkston to provide education for students and parents. Fact sheets and flyers for events will also be created. The City will be responsible for creating and producing signage for meetings and events. The relevant collateral pieces can be translated into six (6) spoken languages.

#### *Task 5 Deliverables:*

- SPEP
- Stakeholder engagement activities including community focus groups, a Safety Task Force, and a Safe Streets for All Summit
- Individual interviews with 20 private sector businesses, 10 community leaders, and steering committee members; including a summary of each discussion
- Public engagement and collaboration, including 4 PIOHs with interpreters and other in-person, digital, and collateral elements

- Meeting materials, communications materials (translated into 6 languages)
- Written responses to written comments, in appropriate languages
- Presentation at ARC TCC meeting (in-person)

## Task 6: Policy and Process Changes

Drawing from the engagement and safety analysis tasks, Kimley-Horn will review transportation policies, plans, studies, guidelines, and standards to identify policies and processes that should be considered to reduce fatalities and serious injuries. The review will include the GDOT safety studies completed for the Stone Mountain Trail. In addition, the Kimley-Horn team will meet with local EMS representatives to discuss and summarize their post-crash response and care procedures. Recommendations will consider engineering, enforcement, traffic laws, speed limits, outreach, and emergency response improvements, and will be grouped by the Safe System elements: Safer People, Safer Vehicles, Safer Speeds, Safer Roads, and Post-Crash Care. These may also include behavioral, operational, and programmatic strategies. The review is limited to up to ten items and/or thirty hours of effort.

This task includes up to five inter-agency discussions about state and county roadway safety needs. Findings will be summarized in a memorandum and incorporated into the final SAP. Kimley-Horn will address one round of consolidated comments on the summary memorandum.

### *Task 6 Deliverables:*

- Review of existing policies, standards, manuals, plans, and guidelines
- Identification of new or modifications to existing policies and processes
- Summary memorandum and incorporation into SAP

## Task 7: Strategy and Project Selections for SAP

To qualify for SS4A funds, an SAP must identify a comprehensive set of projects and strategies to address the safety problems, time ranges when projects and strategies will be deployed, and explain project prioritization criteria.

### *Countermeasure Selection*

Based on our analysis, the Kimley-Horn team will identify projects, strategies, and programs to address the City's safety needs—projects may encompass both programmable and potential quick-response safety improvements. Identified projects will include active transportation-focused projects to reduce vulnerable roadway user (VRU) fatalities and serious injuries and increase comfort and convenience, as well as behavioral, operational, and programmatic strategies.

Recommendations will heavily focus on the Federal Highway Administration (FHWA) Proven Safety Countermeasures and the National Highway Traffic Safety Administration's

(NHTSA's) Countermeasures That Work, considering physical design treatments, policy, education, enforcement, and technology options. Strategies may include education programs, increased penalties for impaired driving, intervention programs for disadvantaged populations, and emergency response modifications. Applicable strategies may include, although not limited to the following:

- Speed safety cameras (such as Altumint's device)
- Bicycle lanes
- Crosswalk visibility enhancements
- Medians and pedestrian refuge islands
- Pedestrian hybrid beacons
- Road diets (roadway reconfigurations)
- Enhanced delineation
- Access management
- Roundabouts
- Speed management
- Enforcement
- School- and community- based programs
- Education campaigns

### *Project Prioritization*

The Kimley-Horn team will develop a prioritization methodology in partnership with the City based on the plan's performance metrics to provide a data- driven processes to screen, organize, and develop an actionable plan. The Kimley-Horn team will coordinate with the City during one of the bi-weekly coordination meetings to select evaluation metrics for the proposed strategies, projects, and programs—which will be based on elements of the Safe System Approach and rely on input from City leadership and public and stakeholder outreach. This process will prioritize strategies, projects, and programs within short-term, mid-term, and long-term timeframes. An up to two-hour virtual meeting will be held to discuss the prioritized project locations and potential projects. This final list will include each of the specific projects and strategies with accompanying descriptions, estimates of probable cost, identified responsible party, and potential funding sources. Each identified safety intervention will identify the applicable safety target area it is addressing. The prioritized project list will be appropriate to support the city in applying for state and federal funding opportunities.

### *Recommendation Schematics*

Kimley-Horn will prepare up to 20 schematics for the recommended improvements and some schematics may be able to cover multiple locations. It is assumed that these schematics will be used to guide future implementation efforts and would not be appropriate for construction.

### *Project Sheets*

Kimley-Horn will prepare project sheets for up to 40 locations, selected in partnership with the Steering Committee via the bi-weekly coordination calls. Each sheet will include an aerial photo, project location map, crash history, current safety performance, and potential countermeasures with estimated costs and potential crash reduction, as well as any schematics developed for the location. It is assumed that if multiple locations (segments, intersections, curves, etc.) are grouped together into a single project, the project may count as multiple project summary sheets. Kimley-Horn will address one round of consolidated comments on the project sheets.

### *Task 7 Deliverables:*

- Prioritized list of short- mid- and long-term safety projects, programs, or strategies, including descriptions and cost estimates
- Recommendation schematics (20 locations)
- Project sheets for up to 40 locations

### **Task 8: Conceptual Plans: North Indian Creek Drive – Montreal Road**

Our team will conduct site visits to observe travel patterns and behaviors, confirm data collection, and evaluate existing geometric conditions on the North Indian Drive / Montreal Road Corridor from Memorial Drive to the Tucker City Limits. The Kimley-Horn team will complete one field visit of the study corridor with City and DeKalb County staff in order to discuss our observations and develop ideas for testing and evaluation. After an initial site visit, a roadway attribute data table consisting of fundamental roadway geometry, available right-of-way, major intersection information, existing signal equipment, current safety countermeasures, and notable utilities will be completed to help further inform the typical section decision-making process and to enhance communication with stakeholders and the public.

Additional observations may include reviewing pedestrian and bicycle activity along the corridor, including the usage of striped crosswalk locations; quality and availability of sidewalks; and interactions between pedestrians, bicyclists, and motorists. At least one site visit will be timed to observe traffic and pedestrians during school arrival and dismissal times for the Atlanta Area School for the Deaf, Indian Creek Elementary School, and Clarkston High School. This provides our team the opportunity to identify improvements that make it safer to travel to and from school. Additionally, the Kimley-Horn team will give

special consideration to the Georgia State Perimeter College and Georgia Piedmont Technical College communities and coordinate with school administrators, as appropriate, to understand how students and faculty access their respective campuses.

The Kimley-Horn team will develop a refined vision for the corridor that leverages data and recommendations available from the City's past efforts, our team's site observations, and feedback from stakeholders and the public. The intent of the reimagined corridor will be to provide a safe travel corridor for all users that focuses on moving people rather than cars. Near-miss data will be collected at up to five locations along the corridor for a 24-hour period to better understand desired travel paths and conflicts that contribute to existing discomfort in the corridor. Locations will be selected in coordination with the City based on input from field observations and other data obtained through the project. The Kimley-Horn team will complete appropriate traffic operational analyses using Synchro analysis software to support and guide the proposed conceptual plans.

The Kimley-Horn will obtain and consider feedback from stakeholders and community members to guide decision-making on how to mitigate substandard existing conditions and improve safety through countermeasures and roadway enhancements to the corridor. Potential upgrades to the corridor could be geometric corrections, traffic calming measures, a roadway reconfiguration, rectangular rapid flashing beacons (RRFB) or pedestrian hybrid beacons (PHB), streetlighting, activated or intelligent signage, accessible pedestrian signal devices, or simply modernizing striping and signal equipment.

The Kimley-Horn team will present solutions and concepts to the City of Clarkston as well as DeKalb County to facilitate early buy-in and support for an efficient concept development process. Following addressing two rounds of consolidated comments on the concepts, the Kimley-Horn team will add color and adjacent context in order to produce a set of alternatives that can be used for additional planning and engagement purposes. Concepts will be shown in plan-view and typical cross-sections will be provided. Up to three (3) perspective renderings will be provided.

After community input, the Kimley-Horn team will then generate one preferred alternate to be presented for a formal review by the City and County. One round of consolidated comments will be addressed from the City/County. An Opinion of Probable Construction Cost (OPCC) will be prepared and submitted for the City's consideration prior to a final review submittal, which will support developing an implementable and impactful project. The design will be value-focused to promote a streamlined funding process. Additional concept considerations include the required MS4 stormwater improvements, potential for utility relocations, streetlighting, landscaping enhancements, and potential environmental considerations.

#### *Task 8 Deliverables:*

- Summary of near-miss analysis
- Summary of traffic analysis
- Conceptual plans
- Perspective renderings

#### **Task 9: Progress and Transparency**

With the Steering Committee's guidance, Kimley-Horn will suggest measurable performance goals, targets, and metrics to track progress towards achieving zero fatalities and serious injuries in the City. It is anticipated that performance metrics may include non-crash-related metrics, such as the number of safety improvements completed throughout the City. An emphasis will be placed on developing performance measures that use data readily available to the City and are easily replicated. Kimley-Horn will address one round of consolidated comments on the suggested goals, targets, and metrics.

At the onset of the project, Kimley-Horn will develop a PowerBI dashboard to track performance metrics throughout the duration of the project and through the 5-year performance period. The dashboard will present the data in a format that the public can use to interact with and understand the City's progress. An initial layout of the dashboard will be provided to the Stakeholder group for review prior to full development of the dashboard and one round of comments will be addressed on the initial layout. Following the initial layout, a draft dashboard will be developed, and one round of comments will be addressed on the dashboard. This dashboard will be linked from the City's website if not able to be hosted directly on their site.

In addition, Kimley-Horn will coordinate with the Steering Committee to establish a Safety Task Force which will meet annually to review progress.

#### *Task 9 Deliverables:*

- Develop safety performance metrics, targets, and goals
- Annual reporting during the 5-year performance period
- Public-facing interactive online performance dashboard

#### **Task 10: SAP Development**

Kimley-Horn will prepare the final documentation and data transfer at the end of the planning process.

#### *Plan Documentation and Adoption*

Kimley-Horn will create a highly graphic, professionally designed document that meets City and SAP requirements as defined in this scope of services. The City's SAP will be

the guiding resource for prioritizing investments to reduce fatalities and serious injuries. The documentation will:

- Define the SAP's vision, goal, and objectives
- Discuss the economic benefits of a safe roadway system as well as positive community impacts to the workforce
- Summarize the planning process, outreach, meetings, analyses
- Include an assessment of current policies, provide a comprehensive set of projects and strategies to address safety
- Include a description of how progress will be measured, how data will be updated and maintained for each performance metric and the party responsible for reporting/tracking

The SAP document will be created in a way that is streamlined, easy to read for elected leadership and members of the public, and meets all of the required criteria for approval. This document will be translated into the six additional languages. All other detailed documentation will be included as an appendix to the SAP and remain in English only. In addition to producing the SAP, we will complete the SS4A Self-Certification Eligibility Worksheet and provide it as an attachment. Recognizing that some individuals who do not speak English well may desire to understand more about the technical process, the Kimley-Horn team is willing to hold a virtual meeting to answer questions that pertain to the technical documentation (up to five meetings).

The draft SAP will be presented to City for staff review and comment, then finalized for City adoption. Comments on the draft document should be provided by the City in a consolidated format.

#### *Data/Document Management and Delivery*

Kimley-Horn will compile all final documents, including word files, spreadsheets, graphics, and PDFs, throughout the planning process and deliver them to the City on a flash drive after plan adoption. At the conclusion of the plan, the Kimley-Horn team will hold a debrief with the City's project leadership to discuss what elements of the plan went well and other areas for future improvement. The lessons learned from the planning process and recommendations for future projects will be summarized so they can be provided to FHWA.

#### *Task 10 Deliverables:*

- Draft Safety Action Plan (Translated into 6 languages)
- Final Safety Action Plan (Translated into 6 languages)
- Thirty printed copies of the final adopted SAP
- Descriptions of lessons learned and recommendations for future projects

- Flash drive of all digital documents as outlined in the RFP

## Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of completing the final report within 13 months and having the following project milestones.

- Planned Draft Plan Completion – March 31, 2026
- Planned Final Plan Completion – June 30, 2026
- Planned Final Plan Adoption – July 31, 2026
- Planned SS4A Final Report – September 30, 2026

# EXHIBIT C

## Consultant Fee

| Activity                                                                                                               | Kimley-Horn     |                        |                                |                      |           |                  |            | Alta                        |                                |                      |          |            | Sycamore  |                |          |                  | Both And Partners |                    | Amani Women Center |                              | Metro Trafix    |                 | Total           |
|------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|--------------------------------|----------------------|-----------|------------------|------------|-----------------------------|--------------------------------|----------------------|----------|------------|-----------|----------------|----------|------------------|-------------------|--------------------|--------------------|------------------------------|-----------------|-----------------|-----------------|
|                                                                                                                        | Project Manager | SeniorEngineer/Planner | Mid-Level Engineer/<br>Planner | Engineer/<br>Planner | Analyst   | Graphic Designer | Accountant | Senior Engineer/<br>Planner | Mid-Level Engineer/<br>Planner | Engineer/<br>Planner | Analyst  | Accountant | Principal | Senior Planner | Planner  | Planning Analyst | Lead Strategist   | Partner Strategist | Strategist         | Facilitators/<br>Translators | Senior Engineer | Engineer        |                 |
| Rates                                                                                                                  | \$ 280          | \$ 250                 | \$ 220                         | \$ 185               | \$ 160    | \$ 100           | \$ 100     | \$ 275                      | \$ 235                         | \$ 185               | \$ 170   | \$ 100     | \$ 275    | \$ 190         | \$ 135   | \$ 110           | \$ 500            | \$ 300             | \$ 140             | \$ 90                        | \$ 195          | \$ 150          |                 |
| Task 1 - Project Management                                                                                            | 112             | 131.5                  | 43                             | 28                   | 138       | 21               | 14         | 56                          | 2                              | 0                    | 0        | 14         | 7         | 30             | 0        | 14               | 5                 | 7                  | 2                  | 14                           | 14              | 14              | 667             |
|                                                                                                                        | \$31,360        | \$32,875               | \$9,460                        | \$5,180              | \$22,080  | \$2,100          | \$1,400    | \$15,400                    | \$470                          | \$0                  | \$0      | \$1,400    | \$1,925   | \$5,700        | \$0      | \$1,540          | \$2,500           | \$2,100            | \$280              | \$1,260                      | \$2,730         | \$2,100         | \$141,860.00    |
| Task 2 - Leadership Commitment and Goal Setting                                                                        | 88              | 88                     | 2                              | 0                    | 56        | 12               | 0          | 0                           | 0                              | 0                    | 0        | 0          | 0         | 68             | 2        | 0                | 0                 | 0                  | 0                  | 0                            | 0               | 0               | 316             |
|                                                                                                                        | \$24,640        | \$22,000               | \$440                          | \$0                  | \$8,960   | \$1,200          | \$0        | \$0                         | \$0                            | \$0                  | \$0      | \$0        | \$0       | \$12,920       | \$270    | \$0              | \$0               | \$0                | \$0                | \$0                          | \$0             | \$0             | \$70,430.00     |
| Task 3 - Planning Structure                                                                                            | 69              | 69                     | 0                              | 0                    | 34        | 2                | 0          | 2                           | 0                              | 0                    | 0        | 0          | 0         | 73             | 7        | 0                | 6                 | 0                  | 7                  | 14                           | 2               | 0               | 285             |
|                                                                                                                        | \$19,320        | \$17,250               | \$0                            | \$0                  | \$5,440   | \$200            | \$0        | \$550                       | \$0                            | \$0                  | \$0      | \$0        | \$0       | \$13,870       | \$945    | \$0              | \$3,000           | \$0                | \$980              | \$1,260                      | \$390           | \$0             | \$63,205.00     |
| Task 4 - Safety Analysis                                                                                               | 6               | 10                     | 42                             | 24                   | 152       | 14               | 0          | 7                           | 12                             | 16                   | 0        | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 0                  | 0                            | 0               | 0               | 283             |
|                                                                                                                        | \$1,680         | \$2,500                | \$9,240                        | \$4,440              | \$24,320  | \$1,400          | \$0        | \$1,925                     | \$2,820                        | \$2,960              | \$0      | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$0                | \$0                          | \$0             | \$0             | \$51,285.00     |
| Task 5 - Engagement and Collaboration / Outreach and Stakeholder Considerations / Public Engagement and Communications | 113             | 130                    | 97                             | 24                   | 205       | 59               | 0          | 0                           | 65                             | 20                   | 0        | 0          | 24        | 245            | 256      | 118              | 45                | 39                 | 102                | 414                          | 70              | 22              | 2,048           |
|                                                                                                                        | \$31,640        | \$32,500               | \$21,340                       | \$4,440              | \$32,800  | \$5,900          | \$0        | \$0                         | \$15,275                       | \$3,700              | \$0      | \$0        | \$6,600   | \$46,550       | \$34,560 | \$12,980         | \$22,500          | \$11,700           | \$14,280           | \$37,260                     | \$13,650        | \$3,300         | \$350,975.00    |
| Task 6 - Policy and Process Changes                                                                                    | 10              | 17                     | 0                              | 0                    | 0         | 0                | 0          | 16                          | 17                             | 38                   | 56       | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 0                  | 0                            | 10              | 0               | 164             |
|                                                                                                                        | \$2,800         | \$4,250                | \$0                            | \$0                  | \$0       | \$0              | \$0        | \$4,400                     | \$3,995                        | \$7,030              | \$9,520  | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$0                | \$0                          | \$1,950         | \$0             | \$33,945.00     |
| Task 7 - Strategy and Project Selections for SAP                                                                       | 6               | 32                     | 104                            | 0                    | 242       | 5                | 0          | 0                           | 40                             | 0                    | 0        | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 0                  | 0                            | 44              | 56              | 529             |
|                                                                                                                        | \$1,680         | \$8,000                | \$22,880                       | \$0                  | \$38,720  | \$500            | \$0        | \$0                         | \$9,400                        | \$0                  | \$0      | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$0                | \$0                          | \$8,580         | \$8,400         | \$98,160.00     |
| Task 8 - Conceptual Plans: North Indian Creek Drive - Montreal Road                                                    | 25              | 86                     | 90                             | 74                   | 74        | 60               | 0          | 70                          | 96                             | 326                  | 306      | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 0                  | 0                            | 24              | 102             | 1,333           |
|                                                                                                                        | \$7,000         | \$21,500               | \$19,800                       | \$13,690             | \$11,840  | \$6,000          | \$0        | \$19,250                    | \$22,560                       | \$60,310             | \$52,020 | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$0                | \$0                          | \$4,680         | \$15,300        | \$253,950.00    |
| Task 9 - Progress and Transparency                                                                                     | 9               | 12                     | 11                             | 0                    | 91        | 13               | 0          | 4                           | 0                              | 0                    | 0        | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 0                  | 0                            | 6               | 0               | 146             |
|                                                                                                                        | \$2,520         | \$3,000                | \$2,420                        | \$0                  | \$14,560  | \$1,300          | \$0        | \$1,100                     | \$0                            | \$0                  | \$0      | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$0                | \$0                          | \$1,170         | \$0             | \$26,070.00     |
| Task 10 - SAP Development                                                                                              | 29              | 5                      | 52                             | 104                  | 156       | 38               | 0          | 7                           | 12                             | 22                   | 42       | 0          | 0         | 0              | 0        | 0                | 0                 | 0                  | 14                 | 154                          | 23              | 0               | 658             |
|                                                                                                                        | \$8,120         | \$1,250                | \$11,440                       | \$19,240             | \$24,960  | \$3,800          | \$0        | \$1,925                     | \$2,820                        | \$4,070              | \$7,140  | \$0        | \$0       | \$0            | \$0      | \$0              | \$0               | \$0                | \$1,960            | \$13,860                     | \$4,485         | \$0             | \$105,070.00    |
| Tasks 1-10 Labor Total                                                                                                 | 467             | 580.5                  | 441                            | 254                  | 1148      | 224              | 14         | 162                         | 244                            | 422                  | 404      | 14         | 31        | 416            | 265      | 132              | 56                | 46                 | 125                | 596                          | 193             | 194             | 6,429           |
|                                                                                                                        | \$130,760       | \$145,125              | \$97,020                       | \$46,990             | \$183,680 | \$22,400         | \$1,400    | \$44,550                    | \$57,340                       | \$78,070             | \$68,680 | \$1,400    | \$8,525   | \$79,040       | \$35,775 | \$14,520         | \$28,000          | \$13,800           | \$17,500           | \$53,640                     | \$37,635        | \$29,100        | \$ 1,194,950.00 |
| Direct Expenses (KH): printing, engagement materials, data collection                                                  |                 |                        |                                |                      |           |                  |            |                             |                                |                      |          |            |           |                |          |                  |                   |                    |                    |                              |                 | \$ 55,050.00    |                 |
| Clarkston SS4A SAP Total                                                                                               |                 |                        |                                |                      |           |                  |            |                             |                                |                      |          |            |           |                |          |                  |                   |                    |                    |                              |                 | \$ 1,250,000.00 |                 |

\*Note: Total for each individual may not equal the task total due to rounding. Rows in green shading reflect staff hours; rows in white shading reflect staff fee.

# EXHIBIT D

## Project Schedule

Clarkston SS4A SAP - Schedule

| ACTIVITY                                                                                                               | Jul-25                                                                              | Aug-25                                                                              | Sep-25                                                                              | Oct-25                                                                              | Nov-25                                                                              | Dec-25                                                                              | Jan-26                                                                              | Feb-26                                                                              | Mar-26                                                                              | Apr-26                                                                              | May-26                                                                              | Jun-26                                                                              | Jul-26                                                                              | Aug-26                                                                              | Sep-26                                                                              |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Notice to Proceed                                                                                                      |  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 1 - Project Management                                                                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Kick-off Meeting                                                                                                       |  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Project Management Plan                                                                                                |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Consultant Team Kick-off Meeting                                                                                       |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Bi-Weekly Meetings with Staff, Weekly Updates, Monthly Presentations                                                   |                                                                                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Quarterly Reporting to FHWA                                                                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Project Accounting                                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 2 - Leadership Commitment and Goal Setting                                                                        |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| City Council Work Session & Safety Commitment                                                                          |                                                                                     |                                                                                     |  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| In-Person Quarterly Updates to Mayor and Council                                                                       |                                                                                     |                                                                                     |                                                                                     |  |                                                                                     |  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |  |                                                                                     |  |                                                                                     |
| Individual Meetings with Mayor and Council (2 Rounds)                                                                  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |  |  |  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 3 - Planning Structure                                                                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Vision, Goals, and Objectives                                                                                          |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Steering Committee Creation and Monthly Meetings, Individual Interviews                                                |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 4 - Safety Analysis                                                                                               |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Data Collection and Crash Cleaning                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Historical Trends                                                                                                      |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Systemic Risk Analysis and Replica Safe Streets Platform Review                                                        |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Safety Priority Network                                                                                                |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 5 - Engagement and Collaboration / Outreach and Stakeholder Considerations / Public Engagement and Communications |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Development of Stakeholder and Public Engagement Plan                                                                  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Stakeholder Engagement                                                                                                 |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Stakeholder Interviews with Businesses, Community Leaders, and Key Agencies                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Presentation to ARC's Transportation Coordinating Committee                                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Additional Stakeholder Engagement Opportunities                                                                        |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Public Engagement and Collaboration                                                                                    |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Public Information Open Houses                                                                                         |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Additional Public Engagement Opportunities                                                                             |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 6 - Policy and Process Changes                                                                                    |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Review of Existing Policies and Processes                                                                              |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Identification of New of Modifications to Existing Policies and Processes                                              |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Agency Coordination                                                                                                    |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Summary Memorandum and Incorporation into SAP                                                                          |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 7 - Strategy and Project Selections for SAP                                                                       |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Countermeasure Selection                                                                                               |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Project Prioritization                                                                                                 |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Recommendation Schematics                                                                                              |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Project Sheets                                                                                                         |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 8 - Conceptual Plans: North Indian Creek Drive - Montreal Road                                                    |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Near-Miss Analysis                                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Summary of Traffic Analyses                                                                                            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Conceptual Plans                                                                                                       |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 9 - Progress and Transparency                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Safety Performance Metrics, Targets, and Goals                                                                         |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Public Facing Interactive Online Performance Dashboard                                                                 |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Annual Report during Performance Period                                                                                |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Task 10 - SAP Development                                                                                              |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Plan Documentation and Adoption                                                                                        |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
| Data/Document Management and Delivery                                                                                  |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |

 Notice to Proceed

 PMT Meeting

 Deliverable

 Stakeholder Meeting

 Elected Leadership Meeting

## EXHIBIT E

Scope of Work (edits)

# Clarkston SS4A SAP

## Project Understanding

The City of Clarkston is seeking to develop a Safety Action Plan (SAP) in accordance with Safe Streets and Roads for All (SS4A) requirements that will address the most significant roadway safety concerns in the community. Kimley-Horn will partner with Clarkston to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries. Below includes our proposed scope of services and schedule to reach an approved SS4A report by September 30, 2026.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### Task 1: Project Management

The project will begin with a one-hour in person kick-off meeting between relevant City staff and up to seven members of the consultant team leadership to understand project vision, definitions of success, scope/budget/schedule, quality assurance/quality control (QA/QC) standards, and communication and deliverable protocols. Kimley-Horn will develop a draft Project Management Plan (PMP) to summarize these details. Kimley-Horn will provide weekly email updates to the City project manager, will hold a biweekly status call with City staff to review project progress, discuss upcoming activities, and discuss any potential concerns, including a review of the project schedule. An Action Tracking Matrix will be used in these meetings to coordinate and report statuses. The matrix will be sent out in advance of each meeting with the agenda topics and following each meeting with action items and a summary of discussion topics. Status update presentation slides will be provided to the City on a monthly basis and will be presented during one of the bi-weekly meetings. Kimley-Horn will complete QA/QC reviews before each deliverable is submitted to the City.

We will submit monthly invoices and progress reports to the City that meet the requirements for federal grant reimbursement as part of the monthly invoices. In addition, Kimley-Horn will assist in preparing quarterly performance reports required under the grant agreement with the United States Department of Transportation (USDOT).

#### Task 1 Deliverables:

- Project kick-off meeting
- Bi-weekly coordination meetings and Action Tracking Matrix (26 meetings, including agenda and action items/summary).

**Deleted:** Technical Approach¶

**Deleted:** is eager to

**Deleted:** Our team's experience developing SAPs across the country and proven experience developing vetted and cost-effective solutions, reflective of community needs, are key to our technical approach for this project. In writing this approachscope of services, our team took into account our team members experience in the City of Clarkston. In addition, we reviewed items A-E provided by the City of Clarkston.

**Deleted:** ¶

**Deleted:** The Kimley-Horn team proposed for this City of Clarkston SS4A SAP was deliberately crafted to provide the City with a highly-experienced team who has a strong, local presence as well as unparalleled success developing effective, implementable SAPs. Our project management team, led by Project Manager **Cristina Pastore, PE, AICP** and Deputy Project Manager **Tracy Lehman, PE, PTOE, RSP21**, was selected both for their proven track record engaging with the public and stakeholders to create plans that reflect community needs as well (...)

**Deleted:** then will provide a

**Deleted:** , which will guide project development, keep (...)

**Deleted:** . Our team proposes

**Deleted:** resolve

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**Deleted:** We propose to use an

**Deleted:** efficiently

**Deleted:** for the City

**Commented [TL1]:** To be confirmed

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**Deleted:** integrates risk management with QA/QC. Q (...)

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**Deleted:** will be done

**Deleted:** QA/QC Leads include **Danielle McCray, PE** (...)

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**Deleted:** Our proactive management of staff and task (...)

**Deleted:** also

**Deleted:** ¶

**Commented [LK3]:** including meeting summary at th (...)

**Commented [TL4R3]:** Addressed.

**Deleted:** ; including meeting summary at the (...)

- Weekly status report emails [\(13 months\)](#)
- Quarterly progress and performance reports for FHWA
- Project schedule (updated bi-weekly)
- Monthly presentations to City Administration and [Point of Contact \(POC\) \(13 months\)](#)
- QA/QC of project deliverables
- Monthly invoices and progress reports

Commented [TL5]: Confirm

Commented [TL6]: Clarify if KH preparing a presentation or preparing and giving

Deleted: O

## Task 2: Leadership Commitment and Goal Setting

[This task will engage City leaders to establish an eventual goal of zero roadway fatalities and serious injuries and to adopt the SAP.](#)

Deleted: Helping ensure the Mayor and City Council are not only informed about the plan, but also active in the plan development and community engagement efforts will be important to this project's success.

### [City Council Work Session & Safety Commitment](#)

Deleted: Safety Launch

[Kimley-Horn will attend one City Council work session](#) to introduce the project scope, desired outcomes, and set expectations. [The presentation for the event will include information to educate participants about the Safe System Approach. During the Council work session, we will introduce a City commitment and goal to achieve reductions in fatalities and serious injuries. One member of the Kimley-Horn team will attend the work session. Following the work session, the "Safety Commitment" resolution will be presented by the City POC for adoption by the Mayor and City Council. The resolution will include a goal and timeline for eliminating roadway fatalities and serious injuries.](#)

Deleted: We propose to hold a Safety Launch event that will bring together City officials

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### [Quarterly Updates](#)

Commented [TL8]: Confirm

We will provide quarterly updates to the Mayor and City Council. In addition to the Safety Launch event, these milestones may occur after the initial round of engagement to report what we have heard and to [obtain](#) their feedback; during a special presentation of the North Indian Creek Drive-Montreal Road corridor concept; or at the draft recommendations for input on the SAP. In addition, we will conduct [up to 14](#) individual [or group in-person](#) meetings [total](#) with the Mayor and City Council members [at two points in the planning process: the first round is anticipated to occur near the beginning of the process to understand their greatest areas of need and the second is anticipated to occur near the middle to end of the planning process to obtain their input on the proposed recommendations. A summary will be provided of each discussion. It is assumed that the City will coordinate with the Kimley-Horn team and with the Mayor and City Council to schedule each of the interviews.](#)

Deleted: get

Deleted: to understand their greatest areas of need and

Deleted: responses to mitigation ideas

### [Plan Adoption](#)

At the conclusion of the planning process, we will present the SAP to [the Mayor and City Council](#) for adoption.

#### Task 2 Deliverables:

- Safety Launch, Safety Commitment
- Quarterly reporting to Mayor and City Council (in-person)
- Individual meetings with Mayor and City Council [and meeting summaries \(2 rounds\)](#)
- Plan adoption

**Deleted:** that includes a meeting summary after each interview

#### Task 3: Planning Structure

We will collaborate with the City to establish a Steering Committee responsible for overseeing the development of the SAP. The Steering Committee will convene monthly [throughout the planning process for an up-to-one-hour meeting](#) to guide the plan's progress and provide input. [It is assumed that up to 6 of these meetings will be in person.](#) During the initial meeting with the Steering Committee, the vision, goals, and objectives for the plan will be established. Additionally, we will schedule [up to ten \(10\) one-hour, in-person, meetings with Steering Committee members to facilitate further discussion and feedback on the plan.](#) [These meetings could be individual or grouped, and we will make reasonable efforts to schedule them over a two \(2\) day period.](#) [A summary will be provided of each discussion.](#)

**Commented [TL11]:** Confirm wants to do monthly

**Commented [TL12]:** Do they have an idea of who the Steering Committee members will be?

**Deleted:** throughout the planning process

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**Moved up [2]:** to facilitate further discussion and feedback on the plan.

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**Deleted:** in-person preferable that includes a meeting summary after each interview

#### Task 3 Deliverables:

- Vision, goals, and objectives
- Steering Committee feedback [and summary \(up to 10 meetings\)](#)
- Monthly Steering Committee meetings [\(13 one-hour meetings with up to 6 in person\)](#)

#### Task 4: Safety Analysis

Kimley-Horn will complete data collection and analysis and safety analysis tasks—including completing a thorough analysis of the ten [\(10\)](#) most recent and complete years of crash data available. The analysis will focus on fatal and serious injury crashes and will consist of all roadways within the City limits, without regard for ownership or maintenance responsibilities. [Our safety analysis will partner trend analyses and a risk-based evaluation to identify locations with the greatest potential to improve safety in the City.](#)

**Deleted:** Conducting a Safety Analysis is one of the three required elements for an SAP to be eligible for SS4A funds. Safety concerns span all travel modes, and safety improvements address some of the most basic functions that the public expects of its transportation system.

**Deleted:** , which will establish the foundation for the City's SAP

**Deleted:** Our team will use internal tools to expedite analysis tasks and develop practical safety solutions.

**Deleted:** Kimley-Horn shares the City's commitment of improving safety for all across transportation systems within the community. We take pride in our ability to develop practical, implementable solutions.¶

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#### Data Collection and Crash Cleaning

Kimley-Horn will create a comprehensive geodatabase for the City, including data from GDOT, DeKalb County, MARTA, ARC, the U.S. Census Bureau, and Replica. The database [may](#) cover crashes, roadway features, [street and pedestrian lighting locations](#), sidewalk and bike facilities, trail crossings, school locations, bus stops and routes, and traffic volumes. To mitigate year-over-year fluctuation caused by the natural randomness of crashes, Kimley-Horn will acquire crash data from the 10 most recent,

**Commented [LK15]:** street and pedestrian lighting locations

**Commented [TL16R15]:** OK.

and complete years (2015-2024) from GDOT's AASHTOWare Safety database and will supplement it with Georgia Electronic Accident Reports System (GEARS) data for added details. Our team will perform QC checks to verify and validate the data set. Approximate volumes for the network will be derived from Replica data, which Kimley-Horn has access to at no additional cost to the City. Kimley-Horn will also obtain a one-year subscription to the Replica Safe Streets platform.

Historical Trends

The Kimley-Horn team will analyze historical crash data to identify collision characteristics and patterns on City roadways. This may include factors such as year, day, time, crash type, lighting, surface conditions, and injury severity based on the KABCO scale. Using AASHTOWare Safety tools, the Kimley-Horn team will identify the highest crash intersections and segments. Crash trends will be benchmarked against nearby/similar sized cities and national statistics, which may include a review of the Georgia Strategic Highway Safety Plan (SHSP) emphasis areas and systemic causes of crashes. The analysis will include the identification of factors that contributed to crashes at the top:

- 15 highest crash locations involving vehicles
- 10 highest crash locations involving a bicycle
- 10 highest crash locations involving a pedestrian
- 5 highest crash locations involving alternate modes of travel

Findings from the analysis will be summarized to document the current safety status of the City and may include graphs, charts, and figures. A map displaying the location of fatalities and serious injuries will be included in the documentation. Information will be organized based on the Safe System Approach, aligning with the USDOT's National Roadway Safety Strategy (NRSS). Kimley-Horn will address one round of consolidated comments on the summary of crash trends.

Systemic Risk Analysis and Replica Safe Streets Platform Review

Kimley-Horn will use a statistical network screening tool to identify a high-risk network with priority locations for additional review. Through the analysis, the following locations will be identified:

- Locations with higher-than-expected crash frequencies, based on comparison with similar facilities
- Locations with the greatest potential for safety improvement (decrease in crashes)

A summary of the locations identified through the analysis will be provided to the City. In addition, this task includes the review of data obtained from the Replica Safe Streets

**Deleted:** has unmatched experience working with Georgia's crash data and

**Deleted:** Our team has extensive experience with a plethora of safety tools and datasets, such as Replica's Safe Streets Platform or hard braking data, which can be used in safety planning efforts. However, given the size of the City of Clarkston and the extent of anticipated outreach efforts, we recommend leveraging already available tools and datasets as well as engagement feedback, since the value provided by other platforms likely will not justify the cost investment. We will use near-miss data to bolster the need for safety improvements at locations identified by the community as an area of need where crash history may be absent or underreported.

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**Commented [TL20]:** For high crash locations, clarify if wants to focus on 15 intersections, 15 segments, 15 of both, or a combination of both that equates to 15. You would not typically group intersections and segments into the same bucket.

**Deleted:** We will use highly-visual and graphical reporting

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**Deleted:** to document the current safety status

**Deleted:** Our systemic analysis identifies high-risk locations using Kimley- Horn's statistical network screening tool, applying Highway Safety Manual (HSM) crash prediction methods. We have used this tool for SS4A SAPs across the country.

**Deleted:** The HSM-based method identifies

**Deleted:** The analysis helps diagnose and address safety issues, helping to ensure that both systemic and specific safety needs are met.

[Platform, which will be considered as part of the development of the Safety Priority Network.](#)

#### Safety Priority Network

[The Kimley-Horn team will identify and map a safety priority network for Clarkston based on information from the Replica Safe Streets Platform, analysis of historical trends, feedback obtained through the public and stakeholder engagement process \(including with the Safety Task Force\), and the systemic risk analysis. The network will identify specific locations the City should focus on to reduce fatalities and serious injuries. Kimley-Horn will address one round of consolidated comments on the priority network.](#)

#### Task 4 Deliverables:

- GIS database with collected data
- Safety priority network
- Historical trend summary
- Locations identified by the system risk analysis

#### Task 5: Engagement and Collaboration/ Outreach and Stakeholder Considerations/ Public Engagement and Communications

##### [Development of Stakeholder and Public Engagement Plan](#)

[The team will begin by conducting an inventory of previous planning efforts to understand what has been done and lessons learned from those engagement efforts, including what worked well, and which efforts failed to result in the meaningful education and input the City desired. Using this information, our team then will conduct a stakeholder mapping exercise to identify types of influence and agencies within the community. This will include exploring the use of non-traditional outreach efforts. Finally, we will develop a Stakeholder and Public Engagement Plan \(SPEP\) in collaboration with the project leadership team that will guide our efforts throughout the life of the plan.](#)

The SPEP will outline all outreach activities, helping ensure meaningful participation and input for the SAP's development and execution. It will detail the outreach schedule, meetings, events, and online feedback process to coordinate public communications throughout the project. The activities in the SPEP will engage the community to address their concerns and ideas for improving safety on our streets.

##### [Stakeholder Engagement](#)

[In partnership with the City's POC and Steering Committee, we will identify key stakeholders to engage throughout the planning process. Once identified, we will schedule stakeholder interviews \(individual or small groups\) with 20 private sector](#)

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**Deleted:** The Kimley-Horn team understands the need to meaningfully engage the community, and the importance of the input received to the success of the Clarkston SS4A project. **In order for the plan to properly respond to the mobility needs of the community, we need to answer certain questions, such as how people get around, barriers to travel they currently face, what would allow them to use their modes of choice more easily, and key locations where they would like to travel.** Beyond some of these more basic questions, we also need to understand how some of the community learns to travel and where they receive their information, especially if they are new to the United States; places and times of day where people feel unsafe and why (as well as where people do feel safe); and what causes people to get confused as they navigate around the City.¶

**Understanding Clarkston: Only 11% of Clarkston's population identifies as Non- Hispanic, White with nearly 50% of the City's population speaking a language other than English in the home.¶**

Accessing this information may not always be easy. Our team anticipates there will be obstacles that need to be overcome in order to reach a broad range of the community. The Kimley-Horn team will partner with you to identify some of the best ways to mitigate some of the known engagement challenges.¶

**Language barriers:** incorporate robust interpretation and translation opportunities¶

**Anxiety and fear:** create safe spaces for people to engage¶

**Time and availability:** develop multipronged outreach events that allow us to meet people where they are and for the time they have available¶

**Deleted:** Because engagement in the City of Clarkston looks unique compared to other communities, it will be especially important to

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**Commented [LK23]:** Non-Traditional outreach efforts will need to be explored. We do not need to be specific at this juncture but it does need to be included in this scope of work to allow the PMT team to look into

**Commented [TL24R23]:** Addressed.

**Deleted:** Stakeholder engagement will play a critical role in understanding the broader Clarkston community, developing solutions that can work for them, and building consensus and buy-in for the plan.

businesses, 10 community leaders, and representatives from key partner agencies such as DeKalb County, the City of Tucker, the ARC, and GDOT. We will present to ARC's Transportation Coordinating Committee (TCC) at the conclusion of the plan. Specific discussions will be held with DeKalb County to coordinate activities between the two SAPs.

In addition to the requested stakeholder engagement efforts listed in the RFP, [the Consultant Team will conduct the following stakeholder activities:](#)

- **Community Focus Groups:** Hearing directly from members of the community is so valuable to this process, but it may be challenging to implement. It is imperative that we provide safe spaces for people to engage with the proper support through interpretation and material translation in order to gain valuable input. With the Amani Women Center leading this effort, we [will](#) conduct up to [6](#) in-language community focus groups with interpreters for discussion, key translated materials, and food catered from a local community restaurant. The focus groups would be conducted as invite-only through trusted partner channels and at a location known and comfortable for the invitees.
- **Safety Task Force:** The targeted nature of this plan focusing on safety allows for an opportunity to create a Safety Task Force. This group of citizens could be appointed by elected leadership and participate in key efforts throughout the planning process. Their service on the Task Force would continue beyond the conclusion of the plan while also allowing for the group to support the Mayor and City Council with input on implementation and performance monitoring.
- **Safe Streets for All Summit:** To grow a culture of safety within the City and to identify locally-specific safety concerns, a "Safe Streets for All Summit" [will](#) be conducted. This half-day workshop [will](#) bring together elected officials, community leaders, existing and potential participants at all levels from the "Es" of safety (education, enforcement, engineering, and emergency response), [the Georgia State and Piedmont Technical College](#), and partner agencies that operate within Clarkston, including representatives from hospitals, public health agencies, transportation and transit agencies, and nonprofit and advocacy organizations. This group would discuss challenges, issues, and opportunities and the City's commitment to a goal of reducing serious injuries and fatalities. [While this event will be targeted to specific stakeholder groups and individuals, it can also be made open to the public.](#)

#### *Public Engagement and Collaboration*

[The Kimley-Horn team will conduct two rounds of Public Information Open Houses \(PIOH\)—one for needs assessment and one for draft recommendations. Because Clarkston is small, we will host two PIOHs per round for a total of four meetings. We will](#)

**Deleted:** we would like to recommend some additional ideas for consideration by the selection committee

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**Deleted:** <#>**Equitable Dinners:** Another opportunity for consideration by the team leadership includes a concept known as **Equitable Dinners**—a chance to bring together numerous stakeholders for a facilitated discussion that begins with storytelling and a play. This type of event may be beneficial for bridging the gap between some of the legacy residents and those newly arriving because it allows for people to understand stories of others who may not look like them or have the same life experiences.¶

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**Commented [TL28R27]:** Addressed.

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**Commented [LK29]:** Georgia State and Piedmont Technical

**Commented [TL30R29]:** Addressed.

**Commented [CP31]:** Awaiting input from the City on ideas they want to advance

**Deleted:** <#>We have successfully led hundreds of safety workshops and will apply the lessons learned nationally to provide an effective and impactful workshop in the City.

**Deleted:** Providing convenient and meaningful engagement opportunities for the public is a focus for the Kimley-Horn team. We understand the importance of providing Public Information Open Houses (PIOHs) for people to attend so they can gather information at a pace that is acceptable for each person. Six PIOH meetings are requested in the RFP.

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work with the City to host meetings in easily accessible locations and with translated materials and interpreters (languages to be provided by the City, up to six (6)) to assist with those requiring language assistance. City will provide the point of contact or those firms/individuals that have provided these services in the past for any unable to be provided by the Amani Women Center.

In addition to the requested public engagement efforts listed in the RFP, the Consultant Team will conduct the following public engagement activities:

- **In-Person:** The Kimley-Horn team will participate in up to eight in-person intercept/pop-up events throughout the City. This may be at existing festivals, markets, events with high traffic. Additionally, as attention is focused, in particular, at the high injury network, one option could include hosting targeted pop-up intercepts at some of those critical locations. Another option could focus on those with limited mobility. The Consultant Team will work with the POC and Steering Committee to brainstorm the optimal events and locations for this specific plan.
- **Digital:** We will develop content for a website (the City will post the content on their site) that allows for language translation (as an initial level of access) to be the clearinghouse for all project information including documents, upcoming events, and transparency of implementation and performance monitoring. Additionally, social media posts will be created for educational information and larger events welcoming all community members to participate. Finally, we will develop online and paper surveys in the six specific languages and will partner with non-profits to help share the information within their designated networks.
- **Collateral:** The Consultant Team will create collateral that includes educational materials about safety that can be shared at outreach events, community member highlights and story sharing, and partnerships with the schools within Clarkston to provide education for students and parents. Fact sheets and flyers for events will also be created. The City will be responsible for creating and producing signage for meetings and events. The relevant collateral pieces can be translated into six (6) spoken languages.

#### Task 5 Deliverables:

- SPEP
- Stakeholder engagement activities including community focus groups, a Safety Task Force, and a Safe Streets for All Summit
- Individual interviews with 20 private sector businesses, 10 community leaders, and steering committee members, including a summary of each discussion
- Public engagement and collaboration, including 4 PIOHs with interpreters and other in-person, digital, and collateral elements

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Commented [LK38]: ; including meeting summary's

Commented [TL39R38]: Addressed

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- Meeting materials, communications materials (translated into 6 languages)
- Written responses to written comments, in appropriate languages
- Presentation at ARC TCC meeting (in-person)

**Commented [CP40]:** Awaiting input from the City on ideas they want to advance

## Task 6: Policy and Process Changes

Drawing from the engagement and safety analysis tasks, Kimley-Horn will review transportation policies, plans, studies, guidelines, and standards to identify policies and processes that should be considered to reduce fatalities and serious injuries. The review will include the GDOT safety studies completed for the Stone Mountain Trail. In addition, the Kimley-Horn team will meet with local EMS representatives to discuss and summarize their post-crash response and care procedures. Recommendations will consider engineering, enforcement, traffic laws, speed limits, outreach, and emergency response improvements, and will be grouped by the Safe System elements: Safer People, Safer Vehicles, Safer Speeds, Safer Roads, and Post-Crash Care. These may also include behavioral, operational, and programmatic strategies. The review is limited to up to ten items and/or thirty hours of effort.

**Deleted:** One function of the SAP is to align existing and recommended policies and processes with the City's vision to improve safety.

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This task includes up to five inter-agency discussions about state and county roadway safety needs. Findings will be summarized in a memorandum and incorporated into the final SAP. Kimley-Horn will address one round of consolidated comments on the summary memorandum.

### Task 6 Deliverables:

- Review of existing policies, standards, manuals, plans, and guidelines
- Identification of new or modifications to existing policies and processes
- Summary memorandum and incorporation into SAP

## Task 7: Strategy and Project Selections for SAP

To qualify for SS4A funds, an SAP must identify a comprehensive set of projects and strategies to address the safety problems, time ranges when projects and strategies will be deployed, and explain project prioritization criteria.

### Countermeasure Selection

Based on our analysis, the Kimley-Horn team will identify projects, strategies, and programs to address the City's safety needs—projects may encompass both programmable and potential quick-response safety improvements. Identified projects will include active transportation-focused projects to reduce vulnerable roadway user (VRU) fatalities and serious injuries and increase comfort and convenience, as well as behavioral, operational, and programmatic strategies.

**Deleted:** The Kimley-Horn team specializes in crafting well-defined plans that are focused on implementation—allowing the City to take their plan from idea to reality. We focus on developing transportation programs and projects for both short-term and long-range improvements with a focus on delivery from the start. Having worked with the City for several years, our team is very knowledgeable in the City's delivery mechanisms, further, our team includes grants and funding specialists who know how to leverage funds across a variety of state and federal programs.

**Deleted:** Our team prides itself on recommending data-driven, proven countermeasures to address safety issues.

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Recommendations will heavily focus on the Federal Highway Administration (FHWA) Proven Safety Countermeasures and the National Highway Traffic Safety Administration's

(NHTSA's) Countermeasures That Work, considering physical design treatments, policy, education, enforcement, and technology options. Strategies may include education programs, increased penalties for impaired driving, intervention programs for disadvantaged populations, and emergency response modifications. Applicable strategies may include, although not limited to the following:

- Speed safety cameras (such as Altumint's device)
- Bicycle lanes
- Crosswalk visibility enhancements
- Medians and pedestrian refuge islands
- Pedestrian hybrid beacons
- Road diets (roadway reconfigurations)
- Enhanced delineation
- Access management
- Roundabouts
- Speed management
- Enforcement
- School- and community- based programs
- Education campaigns

#### *Project Prioritization*

The Kimley-Horn team will develop a prioritization methodology in partnership with the City based on the plan's performance metrics to provide a data- driven processes to screen, organize, and develop an actionable plan. The Kimley-Horn team will coordinate with the City during one of the bi-weekly coordination meetings to select evaluation metrics for the proposed strategies, projects, and programs—which will be based on elements of the Safe System Approach and rely on input from City leadership and public and stakeholder outreach. This process will prioritize strategies, projects, and programs within short-term, mid-term, and long-term timeframes. An up to two-hour virtual meeting will be held to discuss the prioritized project locations and potential projects. This final list will include each of the specific projects and strategies with accompanying descriptions, estimates of probable cost, identified responsible party, and potential funding sources. Each identified safety intervention will identify the applicable safety target area it is addressing. The prioritized project list will be appropriate to support the city in applying for state and federal funding opportunities.

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Deleted: . The City's SAP should embrace a prioritization framework that addresses community needs, considers the potential unintended consequences of proposed safety actions (including on the non-English speaking immigrant community), and develop strategies to mitigate these risks.¶  
Leveraging tools from our experience, we will streamline the prioritization and list development processes. We will leverage these tools to provide the city with a scalable overview of cost-effective safety options at each location.

### Recommendation Schematics

Kimley-Horn will prepare up to 20 schematics for the recommended improvements and some schematics may be able to cover multiple locations. It is assumed that these schematics will be used to guide future implementation efforts and would not be appropriate for construction.

### Project Sheets

Kimley-Horn will prepare project sheets for up to 40 locations, selected in partnership with the Steering Committee via the bi-weekly coordination calls. Each sheet will include an aerial photo, project location map, crash history, current safety performance, and potential countermeasures with estimated costs and potential crash reduction, as well as any schematics developed for the location. It is assumed that if multiple locations (segments, intersections, curves, etc.) are grouped together into a single project, the project may count as multiple project summary sheets. Kimley-Horn will address one round of consolidated comments on the project sheets.

### Task 7 Deliverables:

- Prioritized list of short- mid- and long-term safety projects, programs, or strategies, including descriptions and cost estimates
- Recommendation schematics (20 locations)
- Project sheets for up to 40 locations

### Task 8: Conceptual Plans: North Indian Creek Drive – Montreal Road

Our team will conduct site visits to observe travel patterns and behaviors, confirm data collection, and evaluate existing geometric conditions on the North Indian Drive / Montreal Road Corridor from Memorial Drive to the Tucker City Limits. The Kimley-Horn team will complete one field visit of the study corridor with City and DeKalb County staff in order to discuss our observations and develop ideas for testing and evaluation. After an initial site visit, a roadway attribute data table consisting of fundamental roadway geometry, available right-of-way, major intersection information, existing signal equipment, current safety countermeasures, and notable utilities will be completed to help further inform the typical section decision-making process and to enhance communication with stakeholders and the public.

Additional observations may include reviewing pedestrian and bicycle activity along the corridor, including the usage of striped crosswalk locations; quality and availability of sidewalks; and interactions between pedestrians, bicyclists, and motorists. At least one site visit will be timed to observe traffic and pedestrians during school arrival and dismissal times for the Atlanta Area School for the Deaf, Indian Creek Elementary School, and Clarkston High School. This provides our team the opportunity to identify improvements that make it safer to travel to and from school. Additionally, the Kimley-Horn team will give

**Deleted:** Post- Crash analysis over a period of a month or two where EMS and others can weigh in on the importance of these assessments. This would be of benefit to the Report. Not looking for an exhaustive analysis but some limited program that the city could continue after the report is completed

**Deleted:** The project sheets will provide the City a clear view of cost- effective safety options, allowing for phased or direct implementation of the most cost- effective solutions.

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**Commented [LK47]:** On this corridor from Memorial Drive to the Tucker City Limits

**Commented [TL48R47]:** Addressed

**Deleted:** Over the past 10 years, the North Indian Creek Drive/Montreal Road corridor experienced an average of one fatality or serious injury per year, including two pedestrian fatalities—making the transformation of this corridor into a safe and accessible environment for all roadway users of the utmost importance to the City, while making significant strides towards zero fatalities and serious injuries in Clarkston. Our team has reviewed the recommendations developed as part of the School Safety Audit conducted for the southern portion of the corridor in 2019 as well as the concept developed for the northern portion in 2011, and we have completed an initial review of the corridor. We see ample opportunities to create a multimodal facility that is safe and inviting for all of the Clarkston community.¶

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special consideration to the Georgia State Perimeter College and Georgia Piedmont Technical College communities and coordinate with school administrators, as appropriate, to understand how students and faculty access their respective campuses.

The Kimley-Horn team will develop a refined vision for the corridor that leverages data and recommendations available from the City's past efforts, our team's site observations, and feedback from stakeholders and the public. The intent of the reimagined corridor will be to provide a safe travel corridor for all users that focuses on moving people rather than cars. Near-miss data will be collected at up to five locations along the corridor for a 24-hour period to better understand desired travel paths and conflicts that contribute to existing discomfort in the corridor. Locations will be selected in coordination with the City based on input from field observations and other data obtained through the project. The Kimley-Horn team will complete appropriate traffic operational analyses using Synchro analysis software to support and guide the proposed conceptual plans.

The Kimley-Horn will obtain and consider feedback from stakeholders and community members to guide decision-making on how to mitigate substandard existing conditions and improve safety through countermeasures and roadway enhancements to the corridor. Potential upgrades to the corridor could be geometric corrections, traffic calming measures, a roadway reconfiguration, rectangular rapid flashing beacons (RRFB) or pedestrian hybrid beacons (PHB), streetlighting, activated or intelligent signage, accessible pedestrian signal devices, or simply modernizing striping and signal equipment.

The Kimley-Horn team will present solutions and concepts to the City of Clarkston as well as DeKalb County to facilitate early buy-in and support for an efficient concept development process. Following addressing two rounds of consolidated comments on the concepts, the Kimley-Horn team will add color and adjacent context in order to produce a set of alternatives that can be used for additional planning and engagement purposes. Concepts will be shown in plan-view and typical cross-sections will be provided. Up to three (3) perspective renderings will be provided.

After community input, the Kimley-Horn team will then generate one preferred alternate to be presented for a formal review by the City and County. One round of consolidated comments will be addressed from the City/County. An Opinion of Probable Construction Cost (OPCC) will be prepared and submitted for the City's consideration prior to a final review submittal, which will support developing an implementable and impactful project. The design will be value-focused to promote a streamlined funding process. Additional concept considerations include the required MS4 stormwater improvements, potential for utility relocations, streetlighting, landscaping enhancements, and potential environmental considerations.

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**Commented [LK51]:** These five locations will be discussed with the City with the Kimley-Horn Team providing justification for said locations based on field observations and/or data collection.

**Commented [TL52R51]:** Addressed.

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**Deleted:** Conceptual plans will be developed for the corridor from Memorial Drive in DeKalb County to the US 78 overpass. Draft concept typical sections and design alternatives will be generated for high-incident locations, points of special interest, and areas in need of additional design considerations. In an initial review, our team noted the frequency of crashes near the Montreal Road intersection and the Memorial College Avenue intersection, which is also adjacent to Clarkston High School, Georgia Perimeter College, a [...]

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**Commented [TL59R58]:** Addressed.

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#### Task 8 Deliverables:

- Summary of near-miss analysis
- Summary of traffic analysis
- Conceptual plans
- Perspective renderings

#### Task 9: Progress and Transparency

With the Steering Committee's guidance, Kimley-Horn will suggest measurable performance goals, targets, and metrics to track progress towards achieving zero fatalities and serious injuries in the City. It is anticipated that performance metrics may include non-crash-related metrics, such as the number of safety improvements completed throughout the City. An emphasis will be placed on developing performance measures that use data readily available to the City and are easily replicated. Kimley-Horn will address one round of consolidated comments on the suggested goals, targets, and metrics.

**Deleted:** Tracking progress and performance is crucial in plan development.

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At the onset of the project, Kimley-Horn will develop a PowerBI dashboard to track performance metrics throughout the duration of the project and through the 5-year performance period. The dashboard will present the data in a format that the public can use to interact with and understand the City's progress. An initial layout of the dashboard will be provided to the Stakeholder group for review prior to full development of the dashboard and one round of comments will be addressed on the initial layout. Following the initial layout, a draft dashboard will be developed, and one round of comments will be addressed on the dashboard. This dashboard will be linked from the City's website if not able to be hosted directly on their site.

**Deleted:** Publicly available performance metrics will keep stakeholders, officials, and the public informed about Clarkston's safety progress towards improving safety and reducing the frequency of fatalities and serious injuries throughout the City.

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In addition, Kimley-Horn will coordinate with the Steering Committee to establish a Safety Task Force which will meet annually to review progress.

#### Task 9 Deliverables:

- Develop safety performance metrics, targets, and goals
- Annual reporting during the 5-year performance period
- Public-facing interactive online performance dashboard

#### Task 10: SAP Development

Kimley-Horn will prepare the final documentation and data transfer at the end of the planning process.

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#### Plan Documentation and Adoption

Kimley-Horn will create a highly graphic, professionally designed document that meets City and SAP requirements as defined in this scope of services. The City's SAP will be

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the guiding resource for prioritizing investments to reduce fatalities and serious injuries. The documentation will:

- Define the SAP's vision, goal, and objectives
- Discuss the economic benefits of a safe roadway system as well as positive community impacts to the workforce
- Summarize the planning process, outreach, meetings, analyses
- Include an assessment of current policies, provide a comprehensive set of projects and strategies to address safety
- Include a description of how progress will be measured, how data will be updated and maintained for each performance metric and the party responsible for reporting/tracking

The SAP document will be created in a way that is streamlined, easy to read for elected leadership and members of the public, and meets all of the required criteria for approval. This document will be translated into the six additional languages. All other detailed documentation will be included as an appendix to the SAP and remain in English only. In addition to producing the SAP, we will complete the SS4A Self-Certification Eligibility Worksheet and provide it as an attachment. Recognizing that some individuals who do not speak English well may desire to understand more about the technical process, the Kimley-Horn team is willing to hold a virtual meeting to answer questions that pertain to the technical documentation (up to five meetings).

The draft SAP will be presented to City for staff review and comment, then finalized for City adoption. Comments on the draft document should be provided by the City in a consolidated format.

#### *Data/Document Management and Delivery*

Kimley-Horn will compile all final documents, including word files, spreadsheets, graphics, and PDFs, throughout the planning process and deliver them to the City on a flash drive after plan adoption. At the conclusion of the plan, the Kimley-Horn team will hold a debrief with the City's project leadership to discuss what elements of the plan went well and other areas for future improvement. The lessons learned from the planning process and recommendations for future projects will be summarized so they can be provided to FHWA.

#### *Task 10 Deliverables:*

- Draft Safety Action Plan (Translated into 6 languages)
- Final Safety Action Plan (Translated into 6 languages)
- Thirty printed copies of the final adopted SAP
- Descriptions of lessons learned and recommendations for future projects

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**Deleted:** The draft and final SAP will be translated into up to six languages.

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**Commented [LK60]:** Narrative in the report that discusses how to update and maintain data; including responsible party(s) whether it's a consultant or the police department.

**Commented [TL61R60]:** Addressed above.

**Deleted:** This is something that we do regularly at the conclusion of our projects to help ensure that we are continuing to learn and grow as well as provide the highest level of quality service and deliverables on our projects.

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- Flash drive of all digital documents as outlined in the RFP

## Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of completing the final report within 13 months and having the following project milestones.

- Planned Draft Plan Completion – March 31, 2026
- Planned Final Plan Completion – June 30, 2026
- Planned Final Plan Adoption – July 31, 2026
- Planned SS4A Final Report – September 30, 2026

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Commented [TL63R62]: Modified.

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The grant agreement also addressed Economic Competitiveness and Work Force Development. There needs to be addressed in some limited fashion in this study

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ADVERTISEMENT for CONTRACTUAL SERVICE  
RFP – SAFE STREETS FOR ALL (SS4A) CONSULTING SERVICES - 052825

The City of Clarkston is presently accepting sealed proposals from qualified people, firms, or companies for the above-mentioned solicitation.

There will not be an information conference/pre-proposal meeting for this solicitation.

Proposals will be received no later than Wednesday, May 28, 2025, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021.

Proposals received after the above date and time, or in any other location other than the Procurement Department, unless notified differently, will not be considered.

Timeline

|                                                                                                       |              |                |
|-------------------------------------------------------------------------------------------------------|--------------|----------------|
| Question, Answer and Clarification Deadline<br>(Submit using BidNet Question & Answers portal - ONLY) | May 20, 2025 | 12:00 pm (EST) |
| All/Any Addendum(s) published no later than                                                           | May 23, 2025 | 4:00 pm (EST)  |
| Received Proposals Opened                                                                             | May 28, 2025 | 9:45 am (EST)  |

The City of Clarkston encourages all interested to do business with the City to register online: [www.bidnetdirect.com/georgia/cityofclarkston](http://www.bidnetdirect.com/georgia/cityofclarkston).

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company's responsibility to check the BidNet Direct, the GPR, or the Bid Solicitations link on the City's website for all/any bid documents to include published addenda.

The City of Clarkston reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.

Fax, email or late proposals will not be recognized.



## BID INFORMATION

### SCOPE OF WORK

#### PURPOSE

The City of Clarkston (“City”) is requesting proposals from qualified professional consultants who seek to assist in developing a Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan for Greater Clarkston. The Plan will identify existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries including an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians and bicyclists, transit users, etc.). The Vision Zero safety Action Plan will also recommend a comprehensive set of projects and strategies, create a prioritization framework for future project implementation countermeasures, including new policies, guidelines, and/or standards, that are shaped by data, the best available evidence, and noteworthy practices, as well as extensive stakeholder input that considers non-traditional approaches to solicit engagement and outreach that addresses the identified safety problems.

The Consultant(s) awarded this contract will have the primary responsibility of developing the Comprehensive Safety Action Plan document and will work in coordination with the City staff and various steering committees, non-profit and related agencies, Georgia Department of Transportation (GDOT), Atlanta Regional Commission (ARC) and DeKalb County.

Given the significant funding for this Comprehensive Safety Action Plan, the City will expect the selected Consultant(s) to provide robust data collection, analysis, metrics and public involvement that will lead to an implementable Action Plan that will be adopted by the Mayor and City Council then put into motion ultimately leading to significant reduction in vehicular and pedestrian accidents with a goal of no deaths for a period of time. The City encourages non-traditional strategies, technology and other methods to provide an end-product that will achieve the Cities SS4A goals identified in this Request for Proposal (RFP).

It is the goal of the City to promote local and minority business participation. The Consultant(s) shall make a good faith effort to identify and hire minority prime and/or subcontractors for this project.

#### PROJECT GOALS

The goal of this project is to provide city-wide planning documents, through a Comprehensive Safety Action Plan, that leads to the elimination or substantial reduction of fatalities and serious injuries on the street network for the entirety of the 1.8 square mile Greater Clarkston planning area, including interaction and coordination with DeKalb County on their SS4A Safety Action Plan that was awarded in 2024. Specific corridor of interest to the City is the North Indian Creek Drive

- Montreal Road Corridor which is located within the City and DeKalb County jurisdictions. This corridor experiences the greatest pedestrian activity within the Greater Clarkston area.

This Comprehensive Safety Action Plan will provide a framework for the City to address and mitigate safety issues across area including the cross-jurisdictional corridor of North Indian Creek Drive-Montreal Road.

The Comprehensive Safety Action Plan must also meet the goals of the Federal Highway Administration (FHWA) Office of Safety's Safe Streets and Roads for All (SS4A) program. FHWA's goal is to reduce transportation related fatalities and serious injuries across the transportation system, and for this reason it fully supports the vision of zero deaths and serious injuries on the Nation's roads. To support this vision, FHWA continues to collaborate with other US DOT agencies to implement the National Roadway Safety Strategy (NRSS), which outlines the Department's comprehensive approach to significantly reduce deaths and serious injuries to zero on our Nation's roadways. The NRSS adopted the Safe System approach, which was founded on the principles that humans make mistakes and that human bodies have limited ability to tolerate crash impacts. Consultant(s) should refer to the USDOT guidance for developing Safety Action Plan provided via the USDOT website at [www.transportation.gov/grants/SS4A/resources](http://www.transportation.gov/grants/SS4A/resources)

## INTRODUCTION

The Safe Streets and Roads for All (SS4A) discretionary grant program funds are awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micro-mobility users; motorists; and commercial vehicle operators.

The City's SS4A program provides full funding for the completion of a Safety Action Plan as described in the following and as defined in the executed contract with the FHWA on December 20, 2023. Proposers to note that modifications exist to the executed SS4A Agreement. The modifications are identified in Article 6 – Special Grant Terms. They are as follows:

- Attachment A – Table 1; remove “Equity” Performance Measure
- Attachment C – Remove in its entirety
- Attachment C – Remove in its entirety
- Attachment D – Remove in its entirety

See SS4A Executed Contract City of Clarkston FE for details and remove “Equity” Performance Measure from Table 1.

## SCOPE of WORK

The Safety Action Plan document will include assembling and analyzing data regarding existing conditions within the established planning area and utilizing that data to develop recommended policies, actions, and an implementation plan to guide future development and decision making.

Proposers shall understand that although the following guidance is from USDOT for SS4A, this guidance from a policy standpoint has been modified to reflect the requirements of the Executive Branch of the federal government. The executed Safety Action Plan is essentially intact with a small number of modifications described in this RFP.

The goal of this Vision Zero Safety Action Plan is the elimination of pedestrian and traffic related deaths including the reduction in the number of significant injuries with stakeholder and community outreach and input critical to achieving this goal.

Proposers should also be aware that the narratives and project requirements in the executed agreement with the FHWA supplements the following Scope of Work.

The Consultant(s) will create and deliver a Comprehensive Safety Action Plan in compliance with SS4A standards. The Consultant(s) must adhere to the guidelines for Action Plans outlined in Safe Streets and Roads for All Action Plan Components. The Consultant(s) will ensure that each of the following requirements are met, and components are included in the Action Plan:

#### *Leadership Commitment and Goal Setting*

Include an official public commitment (e.g., resolution, policy, and ordinance) by the Mayor and City Council to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- A. The target date for achieving zero roadway fatalities and serious injuries, or
- B. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
- C. Provide a draft and final Resolution at the outset of the project.

#### *Planning Structure*

Describe and report on the past and planned activities of the committee, task force, or similar body that is tasked with overseeing Action Plan development, implementation, and monitoring.

#### *Safety Analysis*

- A. The Consultant(s) will produce an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries within and adjacent to the boundaries of the City. In addition, data pertaining to property-damage-only crashes, near-misses, and other relevant data collected from community input should also be included in the analysis. The plan will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users including the following:
  - 1. *Vehicle Crashes*: Contributing factors for the 15 highest vehicular crash locations
  - 2. *Bicycle Crashes*: Contributing factors for the 10 highest crash locations which involve cyclists
  - 3. *Pedestrian Crashes*: Contributing factors for the 10 highest crash locations

involving pedestrians

4. *Other Crashes*: Contributing factors for the 5 highest crash locations involving alternate travel modes not included above, such as micro-mobility, public transportation, and commercial operators
- B. Systemic and specific safety needs are to be analyzed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction without regard for ownership. Based on the analysis performed, geospatial identification of higher-risk locations is to be developed (a High-Injury Network or equivalent).
- C. The Consultant(s) should describe their approach to data collection and analysis of existing conditions in the study area. Provide the benefits/disadvantages of future data collection with respect to the City police department or the City Engineer staff for the purpose of reporting over a period of five (5) years.
- D. Research existing conditions and historical trends and provide a baseline level of crashes involving fatalities and serious injuries across Greater Clarkston and adjoining jurisdiction DeKalb County on the North Indian Creek Drive-Montreal Road Corridor
- E. Develop metrics to allow the city to track the progress of the SS4A Vision Zero Safety Action Plan over a period of five (5) years.
- F. Discuss accident data sources and opportunities to obtain from non-traditional sources such as the GM Vehicle Data Software, vendor software, etc.

#### *Engagement and Collaboration*

- A. The development of the Comprehensive Action Plan requires robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is to be analyzed and incorporated into the Action Plan. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.  
The engagement and coordination shall also occur with DeKalb County and their awarded SS4A grant on all cross jurisdictional roadway/street networks within the Study Area.
- B. The Consultant(s) will create an engagement strategy for both public and key stakeholder outreach. The engagement strategy should include the overall outreach and engagement framework, approach, process and schedule, strategies, and format. It should also include a list of materials and/or media to be developed to implement that framework, including notices and announcements, public meeting agendas, publicity materials, presentations, display boards, project website, etc.  
Various engagement strategies should be considered to gather the information necessary to prepare the final deliverable that responds to stakeholder interests and concerns
- C. Seek other inter-governmental and intra-governmental collaborations such as the City of Tucker, ARC, GDOT, etc.

#### *Outreach and Stakeholder Considerations*

- A. Develop the Action Plan using a representative process.
- B. Collaborate with translation/interpretation partners where language barriers may exist.

- C. Consider the impact of proposed projects and strategies as it relates to the significant non-English speaking immigrant population and their understanding of the proposed improvements.
- D. Interact and receive feedback with the non-English speaking population and offer recommendations for improvements that are understandable to this sector of the population

#### *Policy and Process Changes*

- A. Analyze existing policies, standards, manuals, plans, and guidelines.
- B. Identify opportunities to improve how processes prioritize transportation safety within the existing ordinances and standards and recommendations for replacement.
- C. Incorporate the implementation of revised or new policies into the Action Plan.

#### *Strategy and Project Selections for Safety Action Plan*

- A. Address safety problems identified using proven countermeasures focused on a Safe System Approach.
  - 1. Prioritize deployment of mitigation strategies and countermeasures.
  - 2. List specific projects or strategies with timeframes.
- B. Explain criteria used for prioritization
- C. Research case studies and Best Practices throughout the US and provide a list of potential countermeasures. The FHWA “Proven Safety Countermeasure” web site lists various countermeasures. The Consultant(s) shall also consider non-traditional systems such as Automated Reckless Speed Warning devices, and other approaches that are not currently utilized and approved by the FHWA.
- D. Projects and strategies should focus on infrastructure, behavioral and/or operational safety and be shaped by data, the best available evidence and noteworthy practices, and stakeholder input considerations that will address the safety problems described in the Action Plan.
- E. The Consultant(s) should describe their experience with the Safe Systems approach, Vision Zero, Complete Streets, Public Rights-of-Way Accessibility Guidelines (PROWAG), and other road safety practices. Strategies and projects will cover physical improvements and implementation recommendations for at least forty (40) of the highest crash prone locations and will include a combination of low cost, low-tech designs with more complex interventions which are data-driven and innovative.
- F. Short-term goals of 1-2 years, mid-term of 3-5 years and long-term goals of 6-9 years to be provided.
- G. “Line Drawing” conceptual plans, utilizing the most accurate and latest aerial imagery, shall be developed for the North Indian Creek Drive - Montreal Road Corridor; from Memorial Drive in DeKalb County to the US Highway 78 overpass at the City of Tucker City Limits for purposes of identifying safety counter measures and other recommendations to transform this corridor into a safe environment for pedestrian and vehicular mobility in the future. Surveying is not permitted but field reconnaissance and measurements, data collection and other relevant information is to be applied for the purposes of developing a Vision Zero Safety Action Plan that will lead to a future implementable project (s).
- H. Identification of American Disabilities Act (ADA) deficiencies and a plan for correction, including costs, city-wide shall be developed.

#### *Progress and Transparency*

- A. The Consultant(s) will develop the method for measuring to include advertising progress with guidance from the City's Public Relations staff, City Administration and Point of Contact or designee.
- B. The Consultant(s) will be responsible for data reporting during the performance period.
- C. Establish a means to ensure ongoing transparency with residents and other relevant stakeholders.
- D. Include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

## CONTRACTOR EXPECTATION

The Contractor(s) will be expected to conduct the following tasks, and the City strongly encourages proposers to expand on these tasks, emphasize tasks and to suggest additional tasks not identified in this RFP that may be necessary or beneficial. Sub-Consultant(s) are permitted under this contract.

### *Project coordination meetings, weekly updates, and City review of materials*

The Contractor(s) is expected to meet regularly with the City for project coordination that includes, but is not limited to, discussion of ongoing tasks; presenting or discussion on draft project deliverables; and addressing unforeseen development challenges and/or adjusting development process. When appropriate, these meetings may be via in-person or video conference. Other additional project coordination expectations include:

- A. The City's POC will be the City's contracted engineering firm or designee.
- B. Upon contract executive, hold a kickoff meeting with City Administration and the Point of Contact or designee to review a project timeline, schedule meetings and begin the process of data acquisition.
- C. Upon contract execution, a Kickoff meeting with a full presentation shall be presented to the Mayor and City Council identifying the scope of work for the SS4A.
- D. Draft materials for review and comment by the City Administration and the Point of Contact or designee in accordance with a schedule developed at the beginning of the planning process.
- E. Provide, at a minimum, weekly updates, via e-mail, outlining work completed by the Consultant(s) and/or sub-Consultant(s). Provide written status reports bi-weekly and status update presentations monthly to the City Administration and the Point of Contact or designee.
- F. Preparation of written quarterly progress and performance reports, draft final report and final report addressing SS4A post award reporting requirements and performance measures; including metrics developed in the initial planning meetings.
- G. Quarterly reporting is to be prepared by the Consultant(s) and reviewed and submitted to FHWA by the City POC.

### *Meetings with the Safety Action Plan Steering Committee, Stakeholder Groups, Staff, Mayor and City Council*

A Safety Action Plan steering committee will be charged with oversight of the Action Plan development, implementation, and monitoring. The City will develop the steering committee

members. The Consultant(s), in association with the City's City Administration and the Point of Contact or designee, will meet with the Steering Committee to collect input and provide updates.

In addition, the Consultant(s) will solicit input and feedback from the Steering Committee and City's City Administration and the Point of Contact or designee and provide interim reports, presentations, and updates at each monthly meeting and attend the Plan's draft plan to Mayor and City Council and the formal adoption of the plan by the City. The Consultant(s) shall also provide in-person quarterly reports to the Mayor and City Council, and in-person presentation to the Atlanta Regional Commission Transportation Coordination Committee (TCC) prior to completion of the draft report.

### *Public Engagement and Communications*

Public participation is essential to this planning effort, and we expect robust engagement with the public and relevant stakeholders, including the private sector and community groups and non-profits, that allows for both community representation and feedback.

Information received from the engagements and collaborations should be analyzed and incorporated into the Action Plan. Plans and processes should be coordinated and aligned with other governmental plans and planning processes to the extent practical. Other expectations include:

- A. Meetings to be held with the City remove city twice Administration and the Point of Contact or designee, citizen groups, applicable advisory committees, public and private schools on North Indian Creek Drive, churches and other relevant group as outlined below
- B. Plan and implement a stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen organizations and the public.
- C. There will be a total of six (6) In-Person Public Information Meetings (PIOH) over the duration of the planning process.
- D. Conduct in-person interview meetings with the Mayor and all six (6) Council Members, twenty (20) private sector businesses, ten (10) community leaders and all steering committee members. The Consultant(s) will lead stakeholder outreach and participation efforts with the City Administration and the Point of Contact or designee helping where needed.
- E. Given the significant number of languages spoken in the City, the City will require that the draft and final reports be translated into six (6) languages. The City will provide these languages to the Consultant(s). All PIOH handouts and all correspondence announcing PIOH meetings shall be translated into these six (6) languages. There will be translators for these six (6) languages at each of the PIOH meetings. The Consultant(s) shall provide written responses, in the appropriate languages, to those that provide written comments at each PIOH.
- F. Non-Traditional outreach efforts shall be presented with the submitted proposal. Refer to the attached Federal Guidance document on the use of federal funds. This effort is critical to maximize the opportunity for as many residents as possible to understand their respective concerns with safe and efficient mobility throughout the City.
- G. Prepare a draft plan document for public review and comment. The plan should be prepared and presented in a format and in languages that is user-friendly and easily understood by the public.

- H. Respondents should explain their approach and public participation plan in detail in the submitted proposal.

### *Safety Action Plan Development*

The Consultant(s) will serve as the primary drafter of the plan and shall conduct research and develop materials for the Plan, including but not limited to:

- A. Review all existing plans, maps, documents, data and other materials relevant to the project. The City Administration and the Point of Contact or designee will provide all existing available documentation to the Consultant(s). The Consultant(s) will study and consolidate applicable materials into the Safety Action Plan.
- B. Review crash history to include locations and severity of incidents as part of an analysis of systemic and specific safety needs and development of a High Injury Network.
- C. Develop Safety Action Plan vision, goals, and objectives.
- D. Develop policies and projects for the future implementation of recommended strategies based on technical data and public input. Each project shall be identified on a map identifying location, existing deficiencies, proposed improvements, conceptual cost estimates, and other related data
- E. Prepare a draft document and present at all associated meetings and public hearings for review and comment.
- F. Complete a final draft of the Safety Action Plan and present it to each stakeholder and the Steering Committee that is developed by the City.
- G. Provide digital, editable, working and printable copies of all final documents including reports, maps, and final plan.

### PROJECT DELIVERABLES

Maps and associated digital data and shapefiles shall be in ArcGIS format and shall be provided to the City's City Administration and the Point of Contact or designee as work is being conducted. All such data, graphics, charts, images, etc. as contained in the final adopted version of the Safety Action Plan as adopted by the Mayor and City Council shall also be furnished and property of the City upon adoption. An editable version of the final document shall also be provided. The selected Consultant(s) shall:

- A. Act in the best interests of the Mayor and City and use their best efforts to deliver the Project in an expeditious and cost-effective manner consistent with the City's City Administration and the Point of Contact or designee project requirements, time constraints, and budget.
- B. Develop a contractually obligated overall project schedule and will be responsible for coordination of all work, in addition to miscellaneous contracts, if needed, for completion of the project within its predetermined budget limits and schedule. At each biweekly meeting the schedule shall be updated and disseminated to all attendees.
- C. Be responsible for project management to include coordinating regular project meetings with the City, including producing all meeting materials, notices, attendance lists, minutes/summaries, etc. A project timeline to be provided in the proposal and updated as needed during the life of the project.

Upon adoption, the Consultant(s) shall provide thirty (30) printed copies of the final document for distribution to the City Council, Mayor and each Steering Committee and Stakeholder Group.

In addition, the Consultant(s) should also provide flash drives of all digital products in the following forms as appropriate:

- A. *Microsoft Word and PDF*: Document text as well as notes from public engagement sessions or other workshops.
- B. *Microsoft Excel Spreadsheets*: The tables formatted for Word and PDF conversion.
- C. *Mapping Products and Data*: PDF and ArcGIS (all spatial data delivered as shapefiles)
- D. *Graphics/Icons*: PNG, JPEG, and vector files at all times and project stages,

## CONSULTANT AMOUNT & DEVELOPMENT SCHEDULE

This contract shall be partially reimbursed with Federal-aid funding through the Federal Highway Administration (FHWA) Office of Safety's Safe Streets and Roads for All (SS4A). The bid solicitation, selection, and negotiation of a contract shall be conducted in accordance with all FHWA and City of Clarkston requirements and guidelines.

The plan development schedule per the executed contract agreement with the Federal Highway Administration is as follows:

| Milestone Date                | Schedule Date      |
|-------------------------------|--------------------|
| Planned Draft Plan Completion | March 31, 2026     |
| Planned Final Plan Completion | June 30, 2026      |
| Planned Final Plan Adoption   | July 31, 2026      |
| Planned SS4A Final Report     | September 30, 2026 |

## NONDISCRIMINATION & SMALL FIRM PARTICIPATION

### *Title VI Nondiscrimination Notification*

The City of Clarkston hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities.

Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

The City of Clarkston further assures every effort will be made to ensure non-discrimination in all its programs or activities, whether those programs and activities are federally funded or not. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City of Clarkston. Any such complaint must be in writing and filed with the Human Resources Department within one hundred twenty (120) days following the date of the alleged discriminatory occurrence.

*Participation with Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE)*

Recipients of SS4A grant funding are required to demonstrate efforts to improve equity and reduce barriers to opportunity. It is the intention of USDOT that these efforts include supporting wealth creation by including inclusive economic development and entrepreneurship in federally funded projects. This includes the utilization of Disadvantaged, Minority-owned, and Women-owned Business Enterprises (DBE/MBE/WBE). The DBE/MBE/WBE goal is fifteen (15%) for this project and the City will use DBE/MBE/WBE sub-consultant utilization as an evaluative criterion for all received proposals.

The Consultant(s) and sub-consultant shall not discriminate based on race, religion, color, national origin, age, disability or sex in the performance of this contract.

## ELGIBILITY REQUIREMENTS

The Consultant(s) team shall be pre-qualified with the Georgia Department of Transportation to perform all the Area Classes listed below:

- A. Area Class 1: Transportation Planning – 1.02, 1.05, 1.07, 1.10, 1.13
- B. Area Class 3: Highway Design Roadway – 3.06, 3.07, 3.09, 3.13, 3.15

## BID SOLICITATION SUBMISSION

### *Page Limit*

All bid solicitation submissions are limited to twenty-five (25) pages or less, inclusive of the cover sheet and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided and fold-out pages are not allowed. Any submission containing more than twenty-five (25) pages will not be considered.

Details to include under each tab are outlined below. This is a time-sensitive project and if the submission does not meet ALL requirements they will be immediately disqualified without exception.

### *Proposal Copies*

Five (5) 1½ inch to 2-inch binders should be submitted along with one electronic copy on a flash drive, in PDF format will be accepted no later than Wednesday, May 28, 2025, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

### *Delivery Location*

Proposals will be received no later than Wednesday, May 28, 2025, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021. Proposals received after the above date and time, or in any other location other than the Procurement Department, unless notified differently, will not be considered.

### *Tab 1 – Introduction*

The Introduction should demonstrate the primary Consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- A. Expression of firm's interest in the work.
- B. Statement of whether firm is GDOT pre-qualified.
- C. Date of most recent private engineering/planning firm qualifications.
- D. Statement regarding the firm's possible conflict of interest for the work; and
- E. Summation of information contained in the letter of interest.

#### *Tab 2 - Team Qualifications*

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

- A. Identify recent, similar projects the firm, acting as the prime contractor, has conducted, which demonstrates its ability to conduct and manage these projects. Provide a synopsis of each project and include the date completed and contact person.
- B. If sub-consultant(s) are involved, provide corresponding information describing their credentials and experience as requested in the above bullet.

#### *Tab 3 - Team Experience*

This chapter must provide the names, classifications, and location of the firm's employees and resources to be assigned to the advertised work; and the professional credentials and experience of the people assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project, specifically:

- A. The experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key team members and his/her qualifications for the proposed work, including experience developing Safety Action Plans in other communities.
- B. The team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

**Note:** If a project team or sub-consultant encounters personnel changes, or any other changes of significance dealing with the company, the City should be notified immediately.

#### *Tab 4 - Technical Approach*

The Consultant(s) shall provide information on their understanding of, and approach to, accomplishing this project, including their envisioned scope for the work, any innovative ideas/approaches, and a schedule to ensure achievement of the dates outlined in this RFP. The contracted schedule between the City and FHWA must be adhered to.

#### *Tab 5 - Cost Allocation*

The Consultant(s) shall identify the costs and man-hours for each labor classification for those tasks identified in the RFP section Scope of Work; "Safety Action Plan Content", "Project

Deliverables” and “Expectations of the Consultant”. The Cost Proposal shall be included in the proposal submittal.

#### *Tab 6 – Appendices*

- A. Greenway Trail Report – 2024
- B. Executed Agreement between the City and FHWA – December 2024
- C. Safe Route to School Report – 2018
- D. Road Diet Concept Plans – North Indian Creek Drive 2010
- E. Federal Use of Funds (Match and Cost Share Examples)
- F. DeKalb County Master Trail Study – ongoing (not attached)

### EVALUATION & SELECTION PROCESS

The City will establish a review committee to evaluate all eligible proposals and select the most responsive firm(s). In-person interviews may be conducted at the discretion of the City. Once completed, the committee will select a final firm based on the submitted document and interview performance.

Based on the evaluation of all eligible and received proposals, the most qualified firm(s) may be invited for an interview. The exact number of interviews, if applicable, will be determined based on the quality, diversity, and responsiveness of the proposals received.

The evaluation of firms submitting a bid solicitation for this service will be based on the following, but not limited to:

| Criteria                                                                                                                                  | Weight |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Relevant company experience and expertise in the Atlanta MPO area including demonstrated experience in performing similar work            | 35%    |
| Professional qualifications of the Project Team(s)                                                                                        | 25%    |
| Demonstrated ability to adequately staff the projects to meet the time schedule and demands including contract understanding and approach | 30%    |
| Participation with Disadvantaged, Minority Owned and Women-Owned Business Enterprises (DBE/MBE/WBE)                                       | 10%    |

#### Relevant Experience:

- A. Key project staff members and their project role as it relates to transportation/corridor plan updates.
- B. Statement of experience with the following:
  - 1. Experience developing a comprehensive, well-defined strategy to prevent roadway fatalities and serious injuries on local roads, collectors and arterial roadways and streets.
  - 2. Traffic modeling.
  - 3. Socioeconomic and land use forecasting.
  - 4. Traffic analysis and warrant studies.
  - 5. Operational Analysis of intersections.

6. Examination of Urban traffic operations, road network, transit services, non-motorized transportation alternatives, transportation demand management, and growth management techniques.
7. Identifying problems with various transportation systems and offering recommendations in the form of improvement projects and progressive programs that will relieve existing problems and/or meet the needs of the future.
8. Development of alternatives and recommendation for long- and short-range goals for the transportation system.
9. Cost estimations for recommended transportation system management improvements.
10. Intersection and street improvement engineering design experience for similar sized communities.
11. Innovative solutions to multi-lane corridors with significant pedestrian movements and associated conflicts with vehicles including multimodal improvements for parking, pedestrian, bicycle, and personal mobility systems/devices
12. Understanding of applicable environmental documents and amendments needed for project improvements.

Company/Team Qualifications:

- A. Describe the company's history in the industry.
- B. Provide resumes of key personnel and their ability to work on this project including experience on similar projects
- C. Briefly describe certifications and licenses held by the company in the state of Georgia.
- D.** The offeror should have at least one (1) or sub-contract a licensed Professional Engineer (P.E.) and include a copy of his/her current license.
- E. List and briefly describe the professional services the company provides with three (3) to five (5) references from other local government or state governments and the length of time the services have been provided.
- F. Demonstrated ability to adequately staff the projects to meet the time schedule and time demands including contract understanding and approach.
- G. Describe your understanding of the current needs of the City of Clarkston for the professional services being requested.
- H. Discuss your understanding of the City's approach and suggestions/recommendations on alternative methods and processes while fulfilling the SS4A criteria and set forth in the Federal Register and executed agreement.
- I. Identify and discuss any potential issues with staff availability to ensure the project is completed within the timeframe required and discuss backup contingencies

## ADDITIONAL INFORMATION

- A. No bid bonds are required, however; a Certificate of Insurance (COI) should be included in your bid package.
- B. Offers should place the Cost Proposal in a separate envelope and then insert inside binder.
- C. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if

required, and shall in no way assume any other liability of bidders in responding to this RFP.



# City of Clarkston

1055 Rowland Street | Clarkston, GA | 30021  
(404) 296-6489



## Bid Open Final Tabulation

|               |                                                                |
|---------------|----------------------------------------------------------------|
| Solicitation: | RFP - SAFE STREETS FOR ALL (SS4A) CONSULTING SERVICES - 052825 |
| Open Date:    | May 29, 2025                                                   |
| Open Time:    | 9:45 am (EST)                                                  |
| Open Site:    | City Hall Annex – BidNet Direct                                |
| Facilitator:  | Willis Moody, Purchasing Consultant                            |

|   | Company Name          | Bid Amount (\$) | Minority Class | Is vendor located within City limits | Has vendor previously worked w/Clarkston |
|---|-----------------------|-----------------|----------------|--------------------------------------|------------------------------------------|
| 1 | Cambridge Systematics | \$499,624.00    | N              | N                                    | N                                        |
| 2 | Keck & Wood           | \$1,107,796.57  | N              | N                                    | Y                                        |
| 3 | Foresite Group        | \$1,203,170.00  | N              | N                                    | N                                        |
| 4 | Toole Design Group    | \$1,246,128.30  | N              | N                                    | N                                        |
| 5 | Pond & Co             | \$1,249,695.00  | N              | N                                    | Y                                        |
| 6 | Kimley-Horn           | \$1,250,000.00  | N              | N                                    | N                                        |

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)  
(3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)  
(5) Native American Business Enterprise (**NABE**) (6) Minority Veteran (**MV**)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business.

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

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