

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC. IN THE AMOUNT OF \$120,600.00 FOR THE PERFORMANCE OF PROFESSIONAL SERVICES FOR THE CONCEPTUAL ANALYSIS AND DESIGN OF THE WIDENING OF FOREST HILL ROAD IN SUBSTANTIALLY THE SAME FORM AS THE ATTACHED EXHIBIT A; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is responsible for the maintenance, repair, and upkeep of streets listed on the County road registry; and

WHEREAS, an enhancement project has been recommended in order to widen a portion of Forest Hill Road extending from Forsyth Road to Wimbish Road in Macon, Georgia; and

WHEREAS, on or about November 16, 2015, an Invitation for Bids (Bid 16-028-CW) was issued by the Macon-Bibb County Procurement Department soliciting entities to perform the required services needed to design the widening of Forest Hill Road; and

WHEREAS, two (2) responsive bids were received by the Macon-Bibb County Procurement Department; and

WHEREAS, after a diligent review of the qualifications of each responsive bidder, the recommendation was made to utilize the services of Stantec Consulting Services Inc., a consulting and design firm with a location in Macon, Georgia, for the project; and

WHEREAS, the bid submitted by Stantec Consulting Services Inc., was for the amount of one hundred twenty thousand six hundred dollars (\$120,600.00); and

WHEREAS, the work is required to be completed within one hundred and twenty (120) days of the issuance of the Notice to Proceed; and

WHEREAS, a copy of the proposed contract has been attached hereto as Exhibit "A" for review and reference purposes; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; and

NOW, THEREFORE BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County

Commission authorizes the Mayor to execute an agreement with Stantec Consulting Services Inc., in the amount of one hundred twenty thousand six hundred dollars (\$120,600.00) for the performance of professional services for the conceptual analysis and design of the widening of Forest Hill Road from Forsyth Road to Wimbish Road in Macon, Georgia in substantially the same form as the attached Exhibit A.

APPROVED AND ADOPTED this ____ day of _____, 2016.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(S.L.A.)

INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

Bid Number: 16-028-CW

MACON-BIBB COUNTY

“Forest Hill Road Widening Project”

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter “Agreement”) is entered to this _____ day of _____, 2016, between MACON-BIBB COUNTY, a political subdivision of the State of Georgia, (hereinafter “County”) and STANTEC CONSULTING SERVICES, INC. a corporation authorized to do business in the State of Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A” and “A-1”, (hereinafter “Services”) which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor’s proposal or bid dated December 10, 2016, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter “RFP”) issued by the County on November 16, 2015 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all information that was divulged to Independent Contractor during any pre-bid conference is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all addendums to the RFP that were issued to Independent Contractor are hereby made a part of this Agreement and Independent Contractor agrees to all addendum terms except to the extent that the addendum information is inconsistent with the express provisions of this Agreement. Furthermore, the RFP and bidding information submitted by Independent Contractor are hereby included in Exhibit “A-1” and are expressly made part of this Agreement and incorporated as such.



1.2 Method of Performing Services

Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit "A", provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff

Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.

3. Warranties

3.1 Independent Contractor Warranties

Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Independent Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. Company Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment

The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default

(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out our causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term “subcontractor” shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the “Termination for Convenience” paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience

The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County’s convenience. If this Agreement is terminated, in whole or in part, for the County’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the “Notice”) and deemed given when (a) hand delivered by the sender and properly received for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier

service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County
ATTN: Mayor's Office
P.O. Box 247
Macon, GA 31201

For Independent Contractor:

Stantec Consulting Services, Inc.
ATTN: Mitchell Greenway, PE
1515 Bass Road, Suite G
Macon, Georgia 31210

7. **Indemnification, Insurance, Risk Management, Bonding**

7.1 Indemnification, hold harmless

Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any negligent act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements

In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter the County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Independent Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County's request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor's insurers showing

such coverage in effect and agreeing to give the County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance

The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees to indemnify and hold harmless the County for any claims arising from the Independent Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirement

When operating on the property of the County, the Independent Contractor shall abide by the County's applicable Risk Management requirements, as may be provided from time to time by the County.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver

County's waiver of Independent Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Applicable Law

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

13. Publicity

Independent Contractor shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Independent Contractor, identifying County receiving goods or services under this Agreement.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. Ownership

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

16. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. Disputes

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County's direction.

24. Equal Employment Opportunity

During the performance of this agreement, the Independent Contractor agrees as follows:

(a) The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

(b) The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(c) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(d) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the city's equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(e) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(f) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance

(g) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors

(h) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(g) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in

compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with Macon-Bibb County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. Affirmative Action

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

- (a) Hiring
- (b) Upgrading
- (c) Promotion
- (d) Transfer
- (e) Layoff
- (f) Termination
- (g) Rates of Pay and other forms of compensation
- (h) Training programs and selection for apprenticeship
- (i) Recruitment advertising and recruitment efforts
- (j) Employment goals
- (k) Written plan to achieve those goals with timetables

26. Insurance Requirements

(a) Commercial General Liability. Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter "CGL") GL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an

occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000.00 per occurrence; and \$2,000,000.00 general aggregate.

(b) Business Automobile Liability. Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter "BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(c) Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits as established by Georgia law.

(d) Professional Liability. Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than \$1,000,000.00.

(e) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

(f) Obligation to Verify Insurance. The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless the County for any claims arising from the Independent Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

27. Verifications and Compliance

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of County entering into this Agreement, an affidavit shall be executed and adhered to by Independent Contractor.

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: _____
Robert A.B. Reichert, Mayor Date _____

Attest: _____
Jean S. Howard, Clerk of Commission Date _____

On Behalf of Stantec Consulting Services, Inc.:

By: _____
Signature of Independent Contractor Date _____

Printed Name of Independent Contractor Job Title of Signor

Attest: On this, the _____ day of _____, 20____, before me personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public

(Notary Seal/Stamp)

EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1 regarding professional services for the conceptual analysis and design of the widening of Forest Hill Road from Forsyth Road to Wimbish Road in Macon, Georgia. Such services and work shall include all the required information included in Exhibit A-1 of this document, which is attached hereto and specifically incorporated into this Agreement.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until satisfactory completion of said project. Independent Contractor agrees to commence work on the project within thirty (30) calendar days of the issuance of the Notice to Proceed. The performance period to complete said work shall be one hundred and twenty (120) calendar days from the issuance of the Notice to Proceed.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall be in the amount of **one hundred twenty thousand six hundred dollars (\$120,600.00)** for the services and works provided to the County. Project must be completed within one hundred and twenty (120) calendar days of the issuance of the Notice to Proceed, or as otherwise specified above. Once the Project has been completed to the standards contained in this agreement, Independent Contractor will submit an invoice to County, and payment will be rendered by County to Independent Contractor within thirty (30) days of said invoice being received by County.

For each day that Project is not completed after the day performance period has run, Independent Contractor will be subject to liquidated damages in the amount of one hundred dollars (\$100.00) per additional day required.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The Independent Contractor guarantees and warranties all work and materials on said project for a period of one (1) year from the completion date. The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new and OEM certified unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will



Stantec Consulting Services Inc.
1515 Bass Road Suite G, Macon GA 31210-7579

December 10, 2015

Macon-Bibb County Procurement Department
700 Poplar Street Suite 308
Macon, Georgia 31201

Reference: 16-028-CW – Forest Hill Road Widening from Forsyth Road to Wimbish Road

To Whom It May Concern:

It's always great to be involved in every stage of a project's lifecycle. While Stantec did not perform the planning study that led to the original design of this project, I was the Project Manager and Lead Designer for the preliminary design. I'm excited that this project is finally moving towards a more favorable solution. Having worked on the project throughout the past 15 years, I feel a sense of ownership over its success. This kind of urban roadway widening project is exactly what Stantec excels at completing.

We haven't been selected for a new roadway design project here since 1998, and we think the time is right to begin afresh on this project, especially since we'll help develop the plan to make it a success. Since I will be the project manager for the proposed project, I can get to work right away on conceptual design for this effort. I will be aided throughout the conceptual process by Andrew Kohr, a Stantec planner with a history of successfully incorporating land preservation techniques into several projects. Andrew and I have worked on several projects together. The advantage of our tag-team approach is that we merge our technical knowledge with a practical approach to solve problems. This means you get something that is properly engineered, and, equally important, something that just makes sense within the context of this community. And when we move into design of the project, Andrew and I will both be involved with the design, so there will be continuity throughout the life of the project.

We know you're going to read several proposals from well-qualified firms, so you're probably asking yourself, "What makes *this* firm different from everyone else?" After all, many firms like ours offer the same services. What sets us apart is *how* we deliver the services. We have a background and knowledge of the project area that no other firm can offer, and we agree with you that the original concept was probably a little too grandiose. We will integrate our holistic approach with stakeholder involvement and open communication and will deliver a product that we all can live with. By working together as a cohesive team, we can help Macon-Bibb County seamlessly transition this project from concept to final design to constructed.

Thank you for your time and consideration.

Regards,

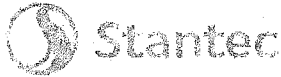
STANTEC CONSULTING SERVICES INC.

Mitchell Greenway, PE
Project Manager
Phone: (478) 474-5676
mitchell.greenway@stantec.com

I, Chancellor W. Moore
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

Chancellor W. Moore
Procurement Facilitator

Anna Schmitt
Witness



1515 Boss Road, Suite G, Macon GA 31210-7579

March 4, 2016
File: 1710

Attention: Mr. Chauncey Wilmore
Senior Procurement Officer
Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

Dear Chauncey,

Reference: Forest Hill Road – Traffic Study and Conceptual Design

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide professional services to Macon-Bibb County for conceptual analysis and design of Forest Hill Road Widening from Forsyth Road to Wimbish Road. Our conceptual analysis and design will include collection of traffic counts, projections of future traffic volumes, traffic analysis, conceptual design plans, and a public involvement process. This scope is based on our understanding of the project as identified in our submitted statement of qualifications dated December 10, 2015 for Request for Professional Service 16-028-CW. This proposal has been formatted to describe the scope of services offered and its associated fees.

SCOPE OF SERVICES

Task 1 - Traffic Analysis and Conceptual Plans

Stantec will collect weekday AM and PM peak-period turning movement counts at the following nine (9) major intersections or driveways along the corridor.

- 1) Forest Hill Road & Forsyth Road/Vineville Avenue
- 2) Forest Hill Road & Ridge Avenue/Drury Drive
- 3) Forest Hill Road & The Prado
- 4) Forest Hill Road & Overlook Avenue
- 5) Forest Hill Road & Forest Pointe Apartments
- 6) Forest Hill Road & Highland Park Apartments
- 7) Forest Hill Road & Charter Boulevard
- 8) Forest Hill Road & Wimbish Road
- 9) Wimbish Road & Northminster Drive

Stantec will develop build year and design year traffic volume estimates based on estimated baseline traffic growth, any planned developments identified, and considerations for development potential along the corridor. Where applicable, ITE's Trip Generation Manual will be used for trip generations.

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Reference: Forest Hill Road – Traffic Study and Conceptual Design

Stantec will develop Synchro / SimTraffic models for analyzing traffic conditions for five scenarios. The following models will analyze each of the nine study intersections, as well as the overall Forest Hill Road corridor:

- 1) Existing AM/PM
- 2) Opening Year No-Build AM/PM
- 3) Opening Year Build AM/PM (three-lane alternate)
- 4) Design Year No-Build AM/PM
- 5) Design Year Build AM/PM (three-lane alternate)

Our understanding is that three of the intersections are currently signalized. We will also collect 48-hour tube counts for the Charter Boulevard intersection so that we can perform signal warrant analysis on it as needed. Additionally, we will perform roundabout analyses for the Ridge/Drury intersection and the Wimbish Road intersection. We will use GDOT's roundabout analysis tool for this task.

In addition to the Synchro / SimTraffic models, we will also prepare VISSIM models for two scenarios. We will utilize the optimized timings from Synchro for these models since VISSIM does not optimize.

- 1) Design Year AM for roundabout plus up to two additional intersections (1 scenario)
- 2) Design Year PM for roundabout plus up to two additional intersections (1 scenario)

We will evaluate capacity, safety, pedestrian access, access management, and right of way impacts associated with improving the corridor. Using these parameters we will develop alternates for improving the Forest Hill Road corridor.

Using existing mapping data, aerial imagery, and GIS data, Stantec will develop conceptual plans for improving Forest Hill Road. Plans will be prepared on 36" scroll plots and will show proposed improvements and estimated proposed right of way.

Utilizing the Highway Safety Manual, Stantec will compare the average annual crash ratings for two alternatives.

- 1) Two-lane rural (Existing Configuration)
- 2) Three-lane urban (with two-way left-turn lane)

The results of this analysis will be detailed in the report and utilized during the public involvement process to highlight the pros and cons of each typical section.

Under this task we will also develop a conceptual landscape plan and report. This plan will identify a pallet of plan materials for the proposed project. We will coordinate with the Macon-

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Reference: Forest Hill Road – Traffic Study and Conceptual Design

Bibb Parks and Beautification Department to develop a list that is consistent with the vision for Macon-Bibb. Additionally, this landscape plan will identify hardscape items that will enhance the corridor.

In addition, to roadway and landscaping improvements, we will coordinate with the Macon-Bibb Facilities Management Department to develop a conceptual lighting plan. This plan will identify the preferred street lighting. This information will be incorporated into our cost estimates for the project.

Stantec will prepare a concept report summarizing the results of the capacity analyses, potential safety, pedestrian access, and access management, and right of way impacts, and detailed estimates of probable construction costs for each alternate. For estimating purposes we assume that the top two alternates will be detailed in the report.

Task 2 – Environmental Documentation and Special Study Updates

The following items list the requirements for environmental studies at the concept level for this project.

- **Noise** – Not needed at this phase. To be completed during preliminary engineering.
- **Air** – Not needed at this phase. To be completed during preliminary engineering.
- **History** – An addendum will have to be prepared that includes an update to the history survey. The addendum will be submitted to GDOT and will require SHPO concurrence. This is necessary to identify all currently eligible historic resources for concept development. This does not include and update to the Assessment of Effect, which will be prepared during preliminary engineering.
- **Ecology** – For this concept development task, field work for ecological resources will be completed to identify any changes since the previous EA. This does not include the preparation of an Ecology report addendum, which would be prepared during preliminary engineering.
- **Archaeology** – May require very minor archaeological field re-survey and report addendum will be prepared as necessary to ensure archaeological resources are identified.
- **EA Reevaluation(s)** – Not needed at this phase. To be completed during preliminary engineering.

As part of agency coordination, we are assuming up to three meetings with GDOT Office of Environmental Services and FHWA to discuss the project. As part of the public involvement process, we will prepare response letters for all comments received at the Public Information Open House. Based on the history of this project, we anticipate approximately 100 comments.

Task 3 - Public Involvement

For public involvement we are including one public information open house (PIOH) for this project. For the PIOH, we will coordinate with Macon-Bibb to advertise in the local newspapers

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Reference: Forest Hill Road – Traffic Study and Conceptual Design

and posting of signage for the meeting, and we will coordinate with Macon-Bibb to have a court reporter present at the meeting. Macon-Bibb will prepare and place signage notifying the public of the PIOH. Additional, PIOHs may be included for an additional fee.

To aid in public awareness and understanding of the project, we will create a project Facebook account. This site will provide an outlet for public feedback. It will be monitored regularly to ensure proper usage.

DELIVERABLES

Deliverables will be made in four phases as indicated below. All deliverables will be in a format to satisfy GDOT requirements for concept development.

Phase I – Preliminary Concept Development

Project Manager (2 Copies) & GDOT (Electronic)	Transmittal
	Concept Report
	Site Plan
	Opinion of Probable Costs
	Right-of-way Plan on Aerial
Facilities Management (1 Copy)	Transmittal
	Lighting Plan
Parks & Beautification (1 Copy)	Transmittal
	Landscape Plan

Phase II – Public Involvement

Display Material	Site Plan
	Right-of-way Plan on Aerial
	Comment Sheets

Phase III – First Final Concept Package

Project Manager (2 Copies) & GDOT (Electronic)	Transmittal
	Concept Report
	Site Plan
	Opinion of Probable Costs
	Right-of-way Plan
	Evaluation of Public Comments
	Annotated Concept Comments

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Reference: Forest Hill Road – Traffic Study and Conceptual Design

Facilities Management (1 Copy)	Transmittal
	Lighting Plan
Parks & Beautification (1 Copy)	Transmittal
	Landscape Plan

Phase IV – final Concept Package

Project Manager (2 Copies) & GDOT (Electronic)	Transmittal
	Concept Report
	Original Drawings (signed/sealed)
	Opinion of Probable Costs
	Evaluation of Public Comments
	Annotated Concept Comments
	CADD Drawings on CD-ROM
	PDF – Design Documents

SCHEDULE

We anticipate an approved concept report in approximately 6 months from notice to proceed. This excludes any delays due to agency review times or scheduling conflicts with stakeholders.

PROPOSAL FEE

Stantec proposes to perform the base services for the fees listed below.

TASK	AMOUNT
Task 1 - Traffic Analysis & Conceptual Plans	\$80,500.00
Task 2 - Environmental Analysis	\$29,100.00
Task 3 - Public Involvement	\$11,000.00
Total	\$120,600.00

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Reference: Forest Hill Road - Traffic Study and Conceptual Design

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in cursive script that reads "Mitchell Greenway".

Mitchell Greenway, P.E.
Senior Associate, Transportation
Phone: (478) 803-1860
Fax: (478) 474-8933
mitchell.greenway@stantec.com

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