



Gainesville-Hall County MPO

Hall County Government Financial Services

# State Route 13/Atlanta Highway Corridor Study

RFQ/P #45-005 // MAY 30, 2024

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SECTION 1

**COVER LETTER  
& EXECUTIVE  
SUMMARY**



3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092  
T: 678.336.7740

May 30, 2024

Hall County Government Center  
Purchasing Division - 4th Floor,  
2875 Browns Bridge Road  
Gainesville, GA 30504

**Re: Qualifications with Price Proposal RFQ/P #45-005  
State Route 13/Atlanta Highway Corridor Study**

Dear Members of the Selection Committee,

The State Route 13/Atlanta Highway Corridor Study represents an immense opportunity to support people who walk and bike the corridor, and to reduce congestion through strategic operational improvements. This corridor study is a chance to dive into the deficiencies, identify and align a community vision, and catalyze implementation. Our team’s past experience working in Hall County, our passion for Complete Streets, and our research to best understand this large project area have positioned us to lead this project. We have identified the following keys to success for this project:

- **Hall County Experience.** Our *Principal-in Charge Richard Fangmann, PE, Project Manager, Kat Onore, AICP*, and several members of the project team have proven experience with Hall County projects and procedures. Richard has led several countywide transportation planning efforts, as well as the Jesse Jewell Parkway Corridor Study. Kat served as the Deputy Project Manager for GHMPO’s Gainesville and South Hall Trail Studies, and helped to develop the alignment that Gainesville is now advancing through implementation. Our team is excited about another opportunity to work with GHMPO again.
- **Corridor Study Expertise.** Our design team has worked on *dozens of corridor studies in Georgia, including the Jesse Jewell Parkway Study and Green Street Improvements for Hall County*. This combined expertise positions us well to be GHMPO’s trusted partner on this project. It also allows our team to draw from design and community outreach strategies that have repeatedly proven successful.
- **A Creative & Effective Approach.** Our team has been working for months to understand the details of the project corridor as well as the stakeholders involved. In this proposal, you will find a very comprehensive approach that takes into account all of the keys to success; this approach includes visioning, engineering, and public engagement. We visited the corridor and examined conditions to understand the existing environmental and its character. We are confident that you will find our team is not only knowledgeable about the details of the project corridor, but also excited to assist Hall County in delivering a corridor study that truly reflects the County’s vision of connectivity.
- **Outreach to the Hispanic Community.** *The Pond team includes several native Spanish speakers, including Juan Morales, PE, Jessica Florez, Carlos Pavon, and Iricelis Patino*. We are joined by Contente Consulting to deliver meaningful and effective outreach to the Hispanic community to make sure the vision reflects the needs of the people who live, work, and play along the corridor, and not just the people who drive through it. The team’s Spanish-speaking staff who understand the ins and outs of the project will be present at all public meetings to have meaningful conversations with the Spanish-speaking community members.

Sincerely,  
Pond & Company

**Richard Fangmann, PE, PTOE**  
Vice President | Principal  
Richard.Fangmann@pondco.com

**PROPOSER INFORMATION**

Name of Proposer	Pond & Company
Person Who Will Manage Engagement	Kat Onore, AICP Project Manager
Mailing/Physical Address	3500 Parkway Lane, Suite 500 Peachtree Corners, GA 30092
Phone Number	678.336.7740
Email Address	Kat.Onore@pondco.com



## Executive Summary

The State Route 13/Atlanta Highway Corridor Study presents a pivotal opportunity to enhance pedestrian and cyclist infrastructure and alleviate traffic congestion through targeted operational improvements. This study will address current deficiencies, establish a cohesive community vision, and spur implementation efforts. Our team’s extensive experience in Hall County, commitment to Complete Streets, and thorough research uniquely qualify us to lead this project.

Kat Onore, AICP will serve as the project manager for the SR 13/Atlanta Corridor Study and will be supported by Principal-in-Charge Richard Fangmann, PE, PTOE. The organizational chart on page 22 illustrates the resources we have assigned to this project and includes several Spanish-speaking individuals to support the diverse language needs of this contract. The Pond Team has the resources needed to complete the full scope of work, as described in further detail on page 12 and following.

With our interdisciplinary team of professionals, the Pond Team is ideally suited to identify problems and work with the community to develop solutions that improve transportation safety and mobility while serving all users. As illustrated throughout this proposal, we have a wealth of experience serving the Gainesville and Hall County communities. Our team includes multi-modal transportation planners, traffic and roadway design engineers, roadway safety engineers, land use experts, community outreach specialists, and more. Combined, we have the knowledge and skillsets necessary to successfully complete this project.

We are experienced with a variety of public outreach techniques and have won awards for our diverse outreach programs. Pond has performed outreach for numerous transportation planning projects with Pond as the outreach lead and with key partners, including MPP. Pond was recognized by the National Association of Counties (NaCO) for our ability to “reach out to diverse communities” as part of the Gwinnett County Unified Plan (2019). Similarly, we were recognized by the Georgia Planning Association for our “Outstanding” Public Outreach, as part of the City of Roswell Bike and Pedestrian Plan (2021).

The following proposal outlines a comprehensive, inclusive, and effective approach to the State Route 13/Atlanta Highway Corridor Study, reflecting both our expertise and commitment to Hall County’s transportation future.

### REQUIRED INFORMATION

- Organization:** Corporation
- Locations:** Peachtree Corners (HQ) | Atlanta, GA
- Key Staff:** See page 22 and following for organizational chart and resumes.
- References:** See pages 2 and following

### ADDENDA

Pond acknowledges receipt of Amendment #1 (updated cost form), Addendum #1 (responses to Q/A), and updated contract language received via email 5/21/24.

SECTION 2

**ANSWERS TO  
ALL QUESTIONS**

# Technical Responses

The following answers the Mandatory Technical Questions outlined in Exhibit E.

1. **Does your company have at least three (3) sequential years of experience in providing services as detailed in the Scope of Work outlined in this RFQ/P document?**

Yes. Pond has been in continuous operation since 1965 and has provided multiple transportation planning/engineering projects over the past three years, as detailed throughout this proposal. The full project team includes:



**Pond & Company (Pond)** has a proven history of developing multi-modal solutions, crafting community-focused transportation safety strategies, and developing outreach strategies tailored for specific communities. The cornerstone of the Pond approach is integrating local context and community character into the project development process to develop cost-efficient solutions. Pond has provided design services for Atlanta Metro cities and counties for more than 50 years and is recognized as a leader in A/E design for municipal clients. We are proud to be consistently ranked among the city's top A/E firms.



**Contente Consulting** is a multi-faceted urban planning and strategic consulting firm based in Atlanta. Founded in 2005 by urban planner Contente Terry, their boutique studio structure includes a diverse team of skilled professionals with a distinguished history in planning, designing, and shaping urban communities using expertise in land planning, neighborhood planning, transportation planning, urban design, strategic & organizational development, community building, and public engagement for municipal and private clients. Contente Consulting is especially proud of the recognition as a leader in public engagement, providing a community-driven approach to engage stakeholders in conversations that are participatory, innovative, and action-oriented.

When the final recommendations and implementation plan was presented to the community there was broad agreement with the findings. We anticipate that the CTP will be very helpful in guiding our transportation decision making in the years to come.

Genetha Rice-Singleton, Rockdale County CTP Update (completed 2018)

2. Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names and contact details.

# Memorial Drive Scoping Study

DeKalb County, GA

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## Client Contact:

DeKalb County | Cedric Hudson  
404.371.2178 | chudson@dekalbcountyga.gov

## Project Dates:

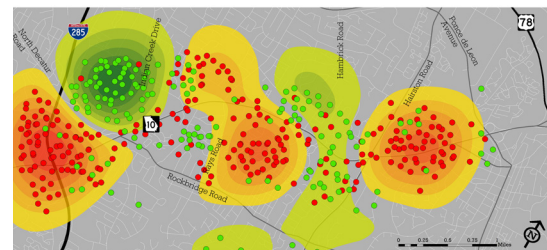
April - December 2019

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Pond led a comprehensive redevelopment plan along the Memorial Drive corridor in unincorporated DeKalb County. This plan included a variety of elements including demographic analysis, market research, master planning, transportation planning, and housing. The goal of the plan was two-fold: (1) assist the community in better envisioning its preferred future through illustrative examples of redevelopment and (2) identification of the public side tools that the County can consider to attract and encourage private reinvestment.



The plan was aided by a comprehensive community engagement strategy that included tactical opportunities to engage with students, area shoppers, residents, and specific engagement to under-served communities. This strategy was further supported by a series of community meetings (with attendance of over 400 people!) and an online Social Pinpoint survey and an interactive map with nearly 6,900 responses.



Community Open House - Change & Preserve Analysis

The final plan includes a detailed action plan of policy and infrastructure initiatives. A unique component of this emerging action plan is a focus on immediate implementation steps that can be taken by the County as proofs of concept and intent for redevelopment. The County is currently budgeting and planning to implement several of the initiatives recommended, including pedestrian safety studies along the corridor, studying the feasibility of a CID, constructing pocket parks, and forming a Community Action Group.

## Takeaways:

- Community engagement in incredibly diverse community of many non-English speakers
- Multi-modal safety considerations
- Addressed a complex range of multi-modal issues and along diverse land uses
- Identified several context sensitive safety countermeasures



# SR 6 Scoping/Corridor Study

Paulding County, GA

## Client Contact:

Paulding County DOT | Kathy Stallard  
770.445.4759 | kstallard@paulding.gov

## Project Dates:

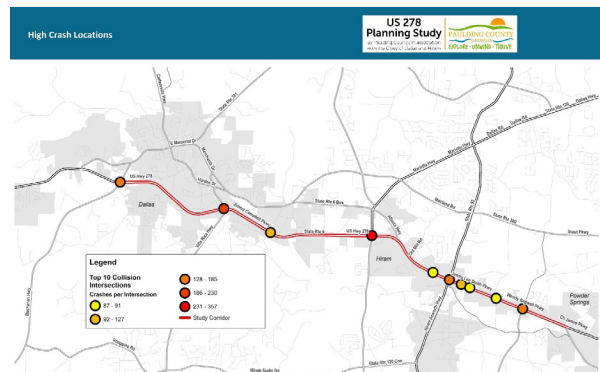
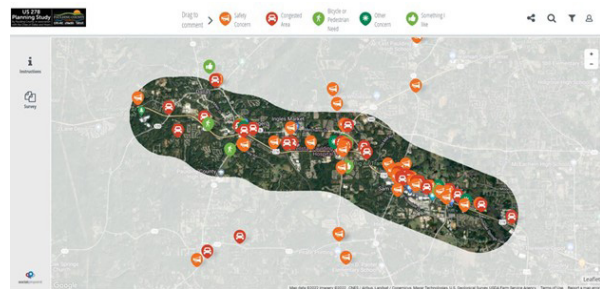
December 2021 - Present

Pond are currently conducting a scoping study for Paulding County on US 278/SR 6. US 278 is a vital transportation asset to Paulding County providing long distance mobility as well as access to residential and commercial development. Pond is tasked with looking at ways to maintain mobility, improve safety, and provided better pedestrian access along the study area.

Analysis being conducted includes crash data analysis to identify higher risk locations along the corridor; a detailed roadway safety audit at ten intersections along the corridor, an in-depth traffic forecasting process that examined existing and future land use, historical growth trends, ARC Travel Demand Model data; capacity analysis of existing and no build conditions; in-person and online public engagement; and alternative development and analysis.

Pond is currently assessing potential alternatives including additional capacity (widening the roadway); access management improvements (conversions of intersections to RCUT or Right-In/Right-Out configurations, consolidating traffic signals, improved inter-parcel access); and the development of parallel alternative routes. Once a preferred alternative is selected, Pond will develop typical sections, planning level concept design at all major intersections, and cost estimates for the recommendations from the planning process.

This scoping study included a concept design layout, a GDOT Concept Report, and cost estimate, which were included as part of the scoping study deliverable.



## Takeaways:

- Recommendations included close coordination with county on their improvement needs, including safety
- Significant investment in online engagement including an interactive comment map utilizing Social Pinpoint to express the planning process and emerging recommendations
- Explored solutions to enhance connectivity to SC trail

# SR 365/Jesse Jewell Parkway

Hall County, GA

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**Client Contact:**

GHMPO | Joseph Boyd  
770.297.5541 | jboyd@hallcounty.org

**Project Dates:**

July 2019 - October 2020

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The Gainesville-Hall Metropolitan Planning Organization (GHMPO) and City of Gainesville collaborated on the study to hire Pond to address existing and future traffic needs along Jesse Jewell Parkway and other key corridors in the eastern part of Gainesville. The study was initiated to proactively address anticipated traffic congestion due to several planned and new large scale developments including the new Lanier Tech campus, several redevelopment projects along Jesse Jewell Parkway, new commercial areas, and ongoing industrial and freight oriented growth along the SR 365 corridor anchored by the Georgia Ports Authority's announcement for a new Inland Port.

The core focus of the study was on 30 key intersections along the Jesse Jewell Parkway, Limestone Parkway, SR 365, and SR 11 corridors to identify short and long term operational needs at the intersections. A unique combination of travel demand modeling (with a detailed review to determine what land use developments were reasonably accounted for in the pre-existing model) and historical growth analysis was used to develop future scenarios, which in turn were used to identify needs, test alternatives, and finally develop recommendations. A broader longer term focus also included recommendations that involved new location roadways and corridor improvements that would help improve traffic flow circulation in and around the Gainesville area.

The study was further coordinated with several partners in the Gainesville region including GDOT District 1, neighborhood planning units, Georgia Ports Authority, Norfolk-Southern, key businesses such as Kubota, Lanier Tech, Northeast Georgia Regional Hospital, and the Chamber of Commerce. Interviews and engagement with key individuals representing these organizations were used to further understand their unique transportation challenges and needs and to generate support for the study's recommendations. Those recommendations were prioritized using a unique evaluation system to identify how critical each project would be to implement and identify an ideal short, mid, or long-range timeframe for construction.

## Takeaways:

- Proven collaboration with Hall County/City of Gainesville staff
- Understanding of Hall County/City of Gainesville communications for local outreach
- Study considered multiple needs (from citizens, commuters, and businesses) along the study corridors

# Green Street Concept Design

Gainesville, GA

## Client Contact:

City of Gainesville | Chris Rotalsky  
770.535.6882 | crotalsky@gainesville.org

## Project Dates:

August 2021 - Present

This 0.70-mile project is in the City of Gainesville, Hall County that looks to enhance safety and improve mobility for vehicles along the corridor, addressing needs for improved drainage and pedestrian accessibility while maintaining and enhancing the historic context of the corridor. The context sensitive design includes pavement full depth replacement throughout much of the corridor, a variable width raised median ranging from two ft to 16 ft, with 11 ft travel lanes, and 6-inch width header curb. A 2-ft landscape/hardscape strip, six-foot sidewalk and two-foot utility shoulder for utilities and pedestrian light. The road cross slope will be inverted towards the raised median. The drainage will be primarily running along the center of the road and in the raised median.

Pond previously completed the Green Street Study for the City of Gainesville to evaluate traffic congestion and pedestrian safety. The Pond Team conducted a series of advisory committee meetings with key corridor stakeholders to identify the issues and receive feedback on alternatives. Many context-sensitive alternatives were developed for evaluation.



## Takeaways:

- Demonstrates Pond’s ability to focus on implementation
- Demonstrates ability to work directly with City of Gainesville engineering staff
- Proven local example of a multi-modal corridor design

# Howell Mill Road Complete Street

Atlanta, GA

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## Client Contact:

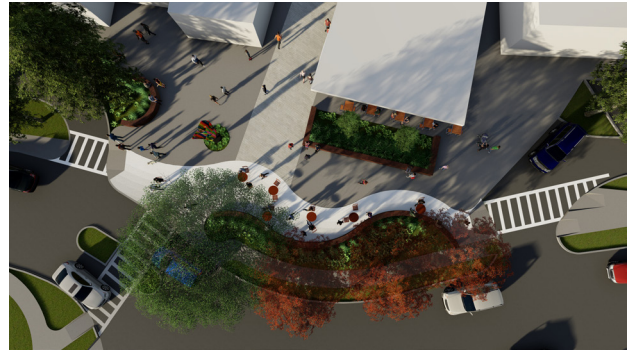
City of Atlanta | Ian MacRae, PE  
678.247.2448 | [renewatl-imagrae@atlantaga.gov](mailto:renewatl-imagrae@atlantaga.gov)

## Project Dates:

2016 - Present  
(under construction)

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This project includes a 3.5-mile revitalization of Howell Mill Road from West Marietta Street to Norfleet Drive, just past Collier Road. Pond's team includes urban designers, landscape architects, and traffic and transportation engineers, working together to improve the full range of transportation modes within the corridor. The character of Howell Mill Road changes dramatically from project beginning to end, and our team has devised different approaches for each section. The final design emphasized pedestrian and bicycle safety with a need for improved traffic operations and placemaking strategies.



Design solutions included driveway consolidation and raised medians, raised and roadway-grade bike lanes, rectangular rapid flashing beacons (RRFP) and one pedestrian hybrid beacon (PHB), traffic signal modifications at 15 intersections, TS components consisting of fiber optic communications, landscaping aesthetics, and resurfacing of the entire corridor. Due to the expansion of this area of Midtown, extensive coordination has been completed with various stakeholders including Upper Westside Community Improvement District.

As part of this project, the intersection of Brady Ave and Howell Mill Road was identified as a public space opportunity. Pond worked with the City of Atlanta and the Upper Westside CID to develop a higher and better use for the space in the form of a tiny park. The trees were protected through the construction of a decked seating area. Cor-ten steel planter boxes were fabricated to frame sides of the deck and create the feeling of enclosure in the space. The once flat, open space is now an inviting gathering spot under the shade of existing trees and buffered by additional plantings.



## Takeaways:

- Demonstrates integration of landscape architecture into design
- Example of coordinated concept to promote a sense of community identify
- Considered several multi-modal corridor design options

# Gwinnett 2050 CTP

Gwinnett County, GA

## Client Contact:

Gwinnett County | Jerry Oberholtzer  
678.822.7452 | Jerry.Oberholtzer@gwinnettcountry.com

## Project Dates:

January 2022 - April 2024

Pond is the lead consultant preparing the Gwinnett County 2050 CTP, “Destination 2050.” This plan provides a new direction for Gwinnett County transportation with focus on multimodal transportation solutions, system efficiency through innovative design and technology, providing equity in transportation, and support of transit through last mile connectivity. Pond was a team member participated in the previous 2021 CTP which provided knowledge and experience to allow Pond to hit the ground running in preparing the “Destination 2050” Plan.

The Plan Incorporates a multimodal approach to identification of needs and development of all improvements. It included coordination with the parallel Transit Development Plan through joint activities and bi-weekly meetings. The project also included coordination with GDOT’s planning efforts along I-85 and SR 316, ongoing planning by Gwinnett’s Community Improvement Districts, and the Gwinnett Unified Plan update. **The plan includes detailed corridor studies along ten representative corridors, to provide multimodal recommendations that can be translated to similar corridors.**

The study featured extensive use of GIS for planning decision making, including analysis of bicycle and pedestrian needs that considered demand, attractions/destinations, and roadway characteristics. Route-based analysis of roadway characteristics was combined with travel demand model data to predict potential future bottlenecks so they can be addressed before becoming congestion hot spots. Project prioritization emphasizes transit connectivity to provide benefit to FHWA-Justice 40 designated disadvantaged communities. An extensive public outreach program was employed including: reaching people where they are through 24 pop up events and 2 stakeholders open houses, joint public outreach with Transit Development Plan including two rounds of joint public meetings, and use of a Social Pinpoint tool for map-based interactive outreach.



Figure 4.3. Before and After Images of Western Gwinnett Bikeway, Pleasant Hill Road and Peachtree Industrial Boulevard



Figure 4.4. Before and After Images of SR 60 Gateway Parkway at Ridgecrest Drive

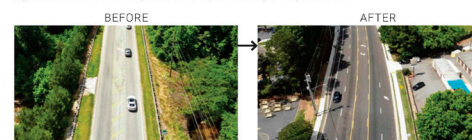


Figure 4.5. Before and After Images of Five Forks Truckin Road at Hasty Court and Oremor Road

## Takeaways:

- Developed prioritization process consistent with BIL (spell it out)
- Developed work program to better position Gwinnett County for federal funding opportunities
- Conducted several context sensitive corridor studies

# Safe Routes For All (SS4A) Action Plan Experience

Pond is leading three SS4A Action Plans for Carroll County, Cherokee County, and Fayette County, and supporting two other SS4A Action Plans for the Hinesville Area Metropolitan Planning Organization (HAMPO) and Chatham County—further demonstrating our team’s experience and expertise in planning and designing implementable transportation safety projects. These initiatives aim to enhance road safety and accessibility through comprehensive planning, data analysis, stakeholder engagement, and innovative storytelling.

To develop these Action Plans, a variety of data sources are utilized:

- **GDOT Historical Data:** Includes traffic incident reports, roadway conditions, and safety metrics.
- **Replica Data:** A comprehensive dataset for insights into pedestrian and bicycle activity, crash information, travel patterns, and demographics, particularly focusing on vulnerable road users.
- **US Census Tract Data:** Demographic and socio-economic data that will be used to understand community characteristics and identify underserved populations.
- **Justice 40:** The Justice 40 Initiative aims to ensure that 40% of the overall benefits of certain federal investments flow to disadvantaged communities that are marginalized, underserved, and overburdened by pollution. Data collection will include identifying these communities using metrics such as income levels, minority status, and environmental burden indicators, ensuring targeted safety improvements and equitable distribution of resources.
- **Baseline Information on Transportation Network:** This includes an inventory of existing and planned roadway and pedestrian projects.
- **Crash Data Analysis:** Detailed examination of crash data to develop a high injury crash network and assess conditions affecting vulnerable road users.

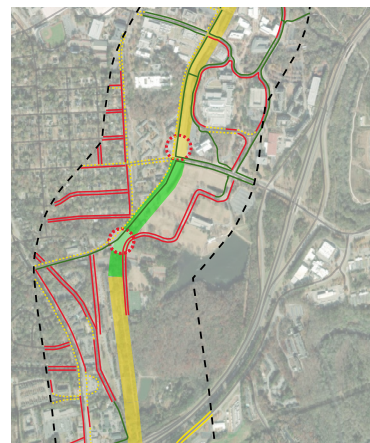
The analysis will employ several advanced techniques to ensure a thorough understanding of the current safety landscape and to identify effective interventions:

- **Field Surveys:** On-site evaluations of roadway conditions, traffic patterns, and pedestrian facilities to gather real-time data and insights.
- **Proven Countermeasures:** Utilization of established safety countermeasures, such as traffic calming measures, improved signage, and enhanced pedestrian crossings, based on best practices and past successes.
- **Intersection and Roadway Segment KSI Rates:** Detailed analysis of intersections and roadway segments to determine Kill/Serious Injury (KSI) rates. Locations with the highest KSI crash rates are identified as having the most critical safety concerns and are prioritized for further evaluation and project identification. This targeted approach ensures that interventions are focused on the areas with the greatest need for safety improvements.

Engaging the public and stakeholders is a crucial component of the SS4A Action Plans. The outreach strategy includes Social Pinpoint, Public Meetings, Stakeholder Meetings (law enforcement, EMS, school representatives, GDOT, community groups, and County/City staffs) to review data, draft projects, and final recommendations. Interactive Story Maps using ArcGIS Online (AGOL) and ArcGIS Hub, the platform will provide dynamic maps and data visualization tools, allowing stakeholders to explore community-driven initiatives and ongoing projects.

# Additional Relevant Experience

**UGA Connectivity Study.** Pond is working with UGA's Office of the University Architect on a feasibility study to retrofit an unused rail right-of-way into a multimodal corridor with bus rapid transit and shared use path. This project is a unique opportunity to create an uninterrupted busway connecting to some of UGA's busiest destinations in the east campus area. The bus route would ultimately connect from the intermodal transfer facility to a new park and ride facility five miles to the south.



The proposed design includes shared use path running parallel to the bus corridor, and first- and last-mile solutions to connect the stations to the existing walking and biking network. Pond conducted a gap analysis to identify key gaps and barriers in the walking and biking network, and identified places where the UGA project could fill those gaps. Pond also conducted a propensity analysis comparing volumes of walking and biking activity on the streets surrounding the transit route and access to popular destinations.

The corridor includes underpasses and bridges that will need to be retrofit or reconstructed in order to accommodate the BRT and shared use path. Pond presented alternatives and led discussions with stakeholder to determine the right solution that appropriately balances the needs of multiple users in a limited right-of-way with physical constraints. The project will conclude with a 20% design for the corridor.

**GHMPO MTP.** Pond prepared this multimodal study in 2015, the first comprehensive transportation study focused on the needs of the City. It builds on the work performed in the Hall County area 2040 Metropolitan Transportation Plan and the City of Gainesville Comprehensive Plan. It addresses automobile, pedestrian, bicycle, and transit modes.

**GHMPO 2040 Regional Transportation Plan.** Pond completed a 2015 update to the GHMPO Regional Transportation Plan (RTP), covering Hall County and a portion of Jackson County. The project involved the incorporation and compilation of several legacy planning projects including the Gainesville Transportation Master Plan and GHMPO Bicycle and Pedestrian plan. Pond led coordination with GDOT regarding travel demand modeling, development of socioeconomic data, an funding and construction escalation assumptions for the preparation of a fiscal constraint analysis. The project resulted in prioritization and phasing process that included both quantitative and qualitative performance measures related to congestion and delay, community support, and consistency with community goals. This additional emphasis on performance metrics underscored the plan's success as a performance based plan consistent with MAP 21 standards. The successful implementation of the prioritization process ensured that the most needed and desired projects were included in the fiscally constrained component of the plan.



### 3. List current projects, percent complete, and total possible workload.

The table below summarizes the Pond team’s current project commitments. Total potential workload may change over the course of the project as existing commitments are completed and additional projects are assigned. Rest assured, our team is fully committed to this project’s success and meeting the schedule outlined in the RFQ/P. Upon selection for the proposed project, the Pond Team will incorporate this project’s staffing needs into existing backlog and maintain the resources needed to complete this project throughout the duration.

<b>Pond Active Projects as Prime</b>	<b>Percent Complete</b>
Columbus MTP Update	15%
Hinesville MTP Update	35%
Carroll County SS4A Action Plan	35%
Cherokee County SS4A Action Plan	10%
Brunswick Area Transportation Study (BATS ) Regional Freight Plan	35%
Fayette County SS4A Action Plan	5%
Chatham County SS4A Action Plan	30%
Hinesville SS4A Action Plan	50%
<b>Contente Active Projects</b>	<b>Percent Complete</b>
Atlanta Zoning 2.0 - Ordinance Rewrite -City of Atlanta	75%
NW Clayton LCI- ASCID & ARC	25%
Price Barbershop Engagement -City of College Park	75%
Summerhill BRT -MARTA	30%
Woodstock LCI -City of Woodstock & ARC	1%
Bus network redesign - MARTA	15%
Campbellton BRT - MARTA	25%
Rockdale County SS4A - Rockdale County	1%



#### 4. Why Hall County should select your firm for this project. Describe your technical approach

### Project Understanding

Atlanta Highway is an important corridor that runs from Gainesville’s Brown Bridge Rd, through Hispanic neighborhoods and businesses, and crosses the rail line before transitioning to a lower density area with industrial land, single-family neighborhoods, and Chicopee Golf Course. This corridor has long been identified in planning work as a target for further studies. This study is long-awaited opportunity for Hall County and Gainesville to advance its goals of improving safety and mitigating congestion, particularly for people on foot and bike.

The County has laid a strong foundation for this project, dating back to the 2006 Bicycle and Pedestrian Plan, and subsequent updates in 2014 and 2024. GHMPO is also currently developing its Metropolitan Transportation Plan (MTP) and a Safe Streets for All (SS4A) Action Plan. These efforts, along with the current Bicycle and Pedestrian Plan Update, touch on many of the themes and issues on the Atlanta Highway Corridor Study, and therefore coordination between the teams will be crucial for cohesion. We can learn valuable lessons from these projects about what they have heard from community members thus far on their process.

The focus of this study will be twofold:

1. Improve safety and connectivity for the many people who walk and bike the corridor, in spite of minimal accommodations
2. Improve traffic operations at ten key intersections

Pond’s team understands that these two goals are not to be siloed from one another. They will be part of a Complete Streets approach that balances the needs of all users, presented in a unified concept. The final plan will identify a preferred vision for the corridor, as well as some near-term implementation steps that Gainesville and Hall County can take to move toward the vision incrementally.



*There are high volumes of people walking and biking on the corridor, despite minimal walking and biking infrastructure. Long distances between dedicated pedestrian crossings encourage people to cross mid-block instead of traveling out of their way to get to a crosswalk.*

Here are Pond, there are three key themes that run through our planning projects:

**Integrating Community Context** – The Pond approach goes well beyond assessing hot spots, analyzing crash data, and applying safety countermeasures based on best practices. While these are important items, the Pond team recognizes that safety is impacted by more than just the roadway. Safety is profoundly impacted by the character of the areas they serve. Before creating a design solution, it is crucial to understand the environment in which it will be implemented thoroughly. This includes surrounding land uses, geographical features, traffic patterns, road configurations, pedestrian usage, and historical crash data. A key component of the baseline conditions will be to review previous and ongoing plans to identify the desired character of the areas along Atlanta Highway and the overall vision that safety projects need to foster. Pond has a team of traffic engineers, transportation planners, land use and zoning professionals, and landscape architects that will actively work for community-based safety solutions along the County’s corridors and activity centers.

**Ensuring Equitable Solutions** – Historically disadvantaged populations typically experience deficiencies in infrastructure, such as inadequate lighting, and poorly maintained streets. These factors can contribute to higher crash rates. The Pond approach to the corridor study integrates opportunities for equitable solutions through its outreach and data collection processes. The outreach program will be tailored to enhance participation from historically disadvantaged communities. As shown in the image on the next page, the entirety of the corridor is within census tracts that are overburdened and underserved as identified by the Climate and Economic Justice Screening Tool.

Given the need for more detail in this regard, the Pond team will utilize the Replica data to better identify trips from disadvantaged communities and identify safety trends specific to the Hispanic neighborhoods that line Atlanta Highway. The images on the next page represent an example of analytical options to identify low income and minority households.

**Focus on Implementation** – Another key element of the Pond approach is the spotlight on implementation from the very beginning. Our existing conditions analysis will include consideration of implementation methods and funding sources available to Gainesville and Hall County. We will use that information to develop solutions that are achievable within the given implementation framework. Pond understands that there may also be future SPLOST funding available to implement this study’s recommendations. Solutions will be presented in logical project groupings, with some smaller projects that can be implemented in the near term.

The contents of the final plan will be designed such that they can easily be repurposed in appropriate grant applications, should they decide to pursue them. For example, given the ongoing SS4A Action Plan, this project could be well positioned for a SS4A Implementation Grant. Therefore, the Pond team will explore opportunities within the SS4A program for “demonstration projects” that “use quick-build strategies that inform permanent projects in the future with experimental techniques.”

**Sidewalk Infill on McFarland Parkway**

Location	McFarland Parkway from Atlanta Hwy to Weatherstone Pl, Ridgeland Parkway to Anderson Road, and McGinnis Ferry Road to Shiloh Road
Project ID #	18_35_36
Cost (2021)	\$2,923,000 - \$4,713,000 <sup>1</sup>
Implementation Timeframe	Tier 3 (2028-2032)
Description	This project will fill in sidewalk gaps to promote a safer environment for pedestrians.

**Implementation Steps**

- Step 1: Coordinate with Forsyth County to determine project lead and funding source(s)
- Step 2: Check available right-of-way and/or easements
- Step 3: Issue RFP and procure consultant for sidewalk preliminary and final design
- Step 4: Submit design to Forsyth County for approval
- Step 5: Issue RFB and procure contractor for installation

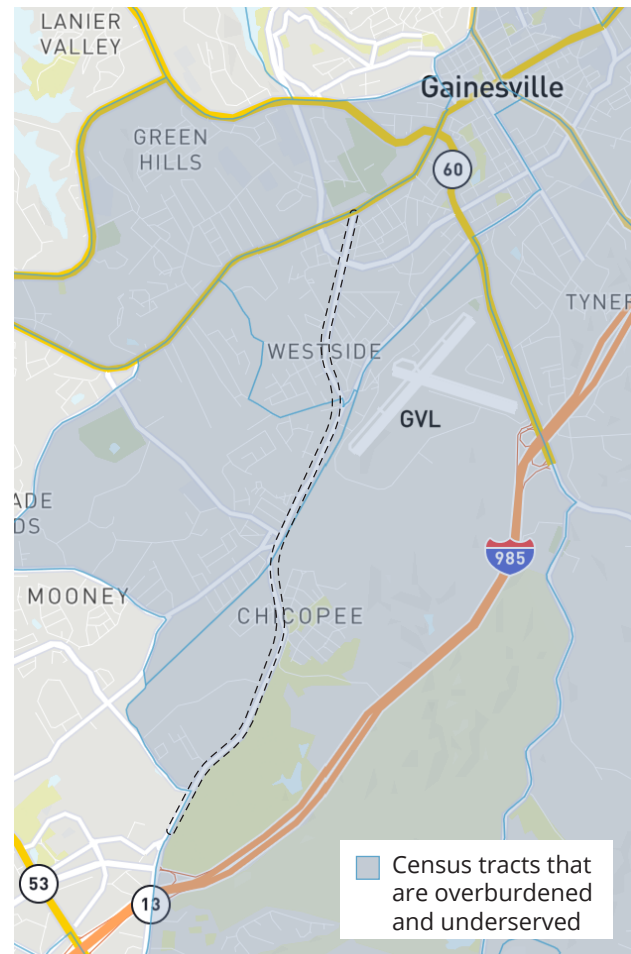
**SOUTH FORSYTH Community Improvement District**

Estimate assumes right-of-way is sufficient and no utilities need to be moved along the roadway to add sidewalk. Sidewalk added is 6-ft wide.

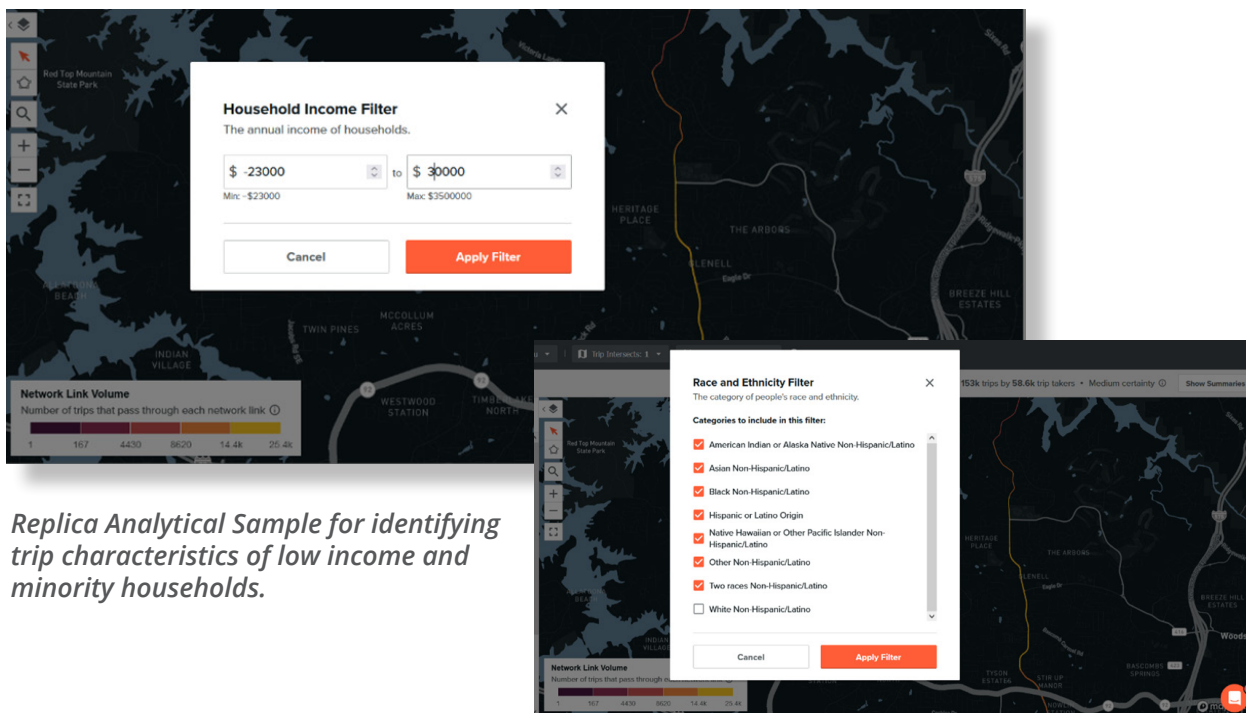
*The final plan will be graphically rich and provide decision makers with the information they need to move forward with implementation.*

## EQUITABLE ELEMENTS OF THE POND APPROACH

- An Equity-Focused Outreach Program.** The Pond team approach seeks to develop outreach strategies that promote widespread involvement, particularly targeting populations that have not previously been engaged or have been negatively affected by transportation planning decisions. Outreach strategies could include interviewing community leaders, identifying trusted local champions to promote participation from within communities, and attending other organizations' meetings/events to interact with residents where they live and work.
- A Framework and Goals for Addressing Inequity.** The Pond approach calls for developing specific goals and performance measures that set equitable targets as part of the Atlanta Hwy Corridor Study.
- An Equity-Driven Prioritization Process.** The Pond approach will prioritize those that provide benefits to low-income and minority populations, such as better access to jobs and affordable housing.



*Census tracts that are overburdened and underserved as identified by the Climate and Economic Justice Screening Tool*

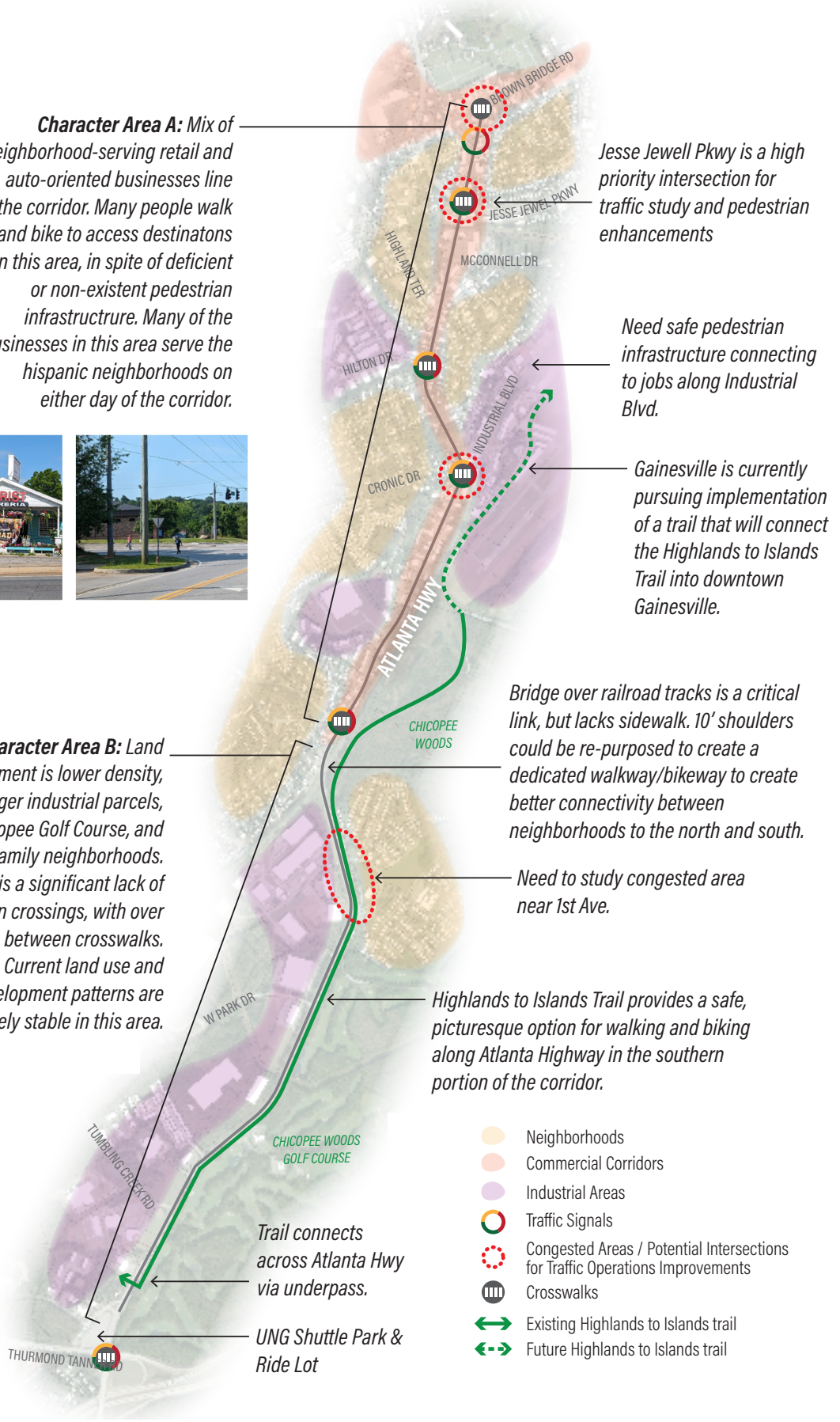


*Replica Analytical Sample for identifying trip characteristics of low income and minority households.*



**Character Area A:** Mix of neighborhood-serving retail and auto-oriented businesses line the corridor. Many people walk and bike to access destinations in this area, in spite of deficient or non-existent pedestrian infrastructure. Many of the businesses in this area serve the hispanic neighborhoods on either day of the corridor.

**Character Area B:** Land development is lower density, with larger industrial parcels, Chicopee Golf Course, and single-family neighborhoods. There is a significant lack of pedestrian crossings, with over two miles between crosswalks. Current land use and development patterns are relatively stable in this area.



Jesse Jewell Pkwy is a high priority intersection for traffic study and pedestrian enhancements

Need safe pedestrian infrastructure connecting to jobs along Industrial Blvd.

Gainesville is currently pursuing implementation of a trail that will connect the Highlands to Islands Trail into downtown Gainesville.

Bridge over railroad tracks is a critical link, but lacks sidewalk. 10' shoulders could be re-purposed to create a dedicated walkway/bikeway to create better connectivity between neighborhoods to the north and south.

Need to study congested area near 1st Ave.

Highlands to Islands Trail provides a safe, picturesque option for walking and biking along Atlanta Highway in the southern portion of the corridor.

Trail connects across Atlanta Hwy via underpass.

UNG Shuttle Park & Ride Lot

- Neighborhoods
- Commercial Corridors
- Industrial Areas
- Traffic Signals
- Congested Areas / Potential Intersections for Traffic Operations Improvements
- Crosswalks
- Existing Highlands to Islands trail
- Future Highlands to Islands trail

## Proposed Scope

Pond proposes the following scope to achieve the project’s goals:

### Task 1—Project Initiation

#### 1.1 Kick Off Meeting

Pond will host a kickoff meeting with the Project Management Team (PMT), including the Pond project manager and principal, key GHMPO, Hall County, and Gainesville staff, and any other stakeholders who will be involved in the day-to-day project development. During the kick off, we will review the draft Community Engagement Plan (CEP), coordinate transfer of available GIS and digital data, brainstorm communications channels to utilize for promotional materials, and review and verify project goals and objectives. We will conduct an initial “tour” along the corridor, looking at printed and virtual maps to discuss opportunities and challenges.

#### 1.2 Community Engagement Plan

Organization and communication are key to a successful project. Pond will produce a Community Engagement Plan at the outset of the project. The Community Engagement Plan will outline elements of both the public and stakeholder program, including in-person meetings and online engagement. It will outline responsibilities of Pond, GHMPO, Hall County, City of Gainesville, and stakeholders.

#### 1.3 Previous Plan Review

Pond understands that this project builds on a strong planning foundation built by GHMPO and its partners. Pond will review recent plans and identify key goals and recommendations that are related to this study. The list of plans will include the following and others as identified by the PMT:

- GHMPO Metropolitan Transportation Plan
- Gainesville Trail Study and design for the new Highlands to Islands trail extension
- GHMPO Bicycle and Pedestrian Plan Update

- GHMPO SS4A Action Plan
- Gainesville 2040 Comprehensive Plan

### Task 2—Data Collection and Existing Conditions Analysis

#### 2.1 Data Collection

Pond will provide a list of data to be provided by the PMT. Pond will also collect data available publicly and through our subscribed services, such as walking and biking volume data from Replica. Our team of planners and landscape architects will utilize ArcGIS Pro to analyze data and build maps of the county’s existing trail system and interjurisdictional connections.

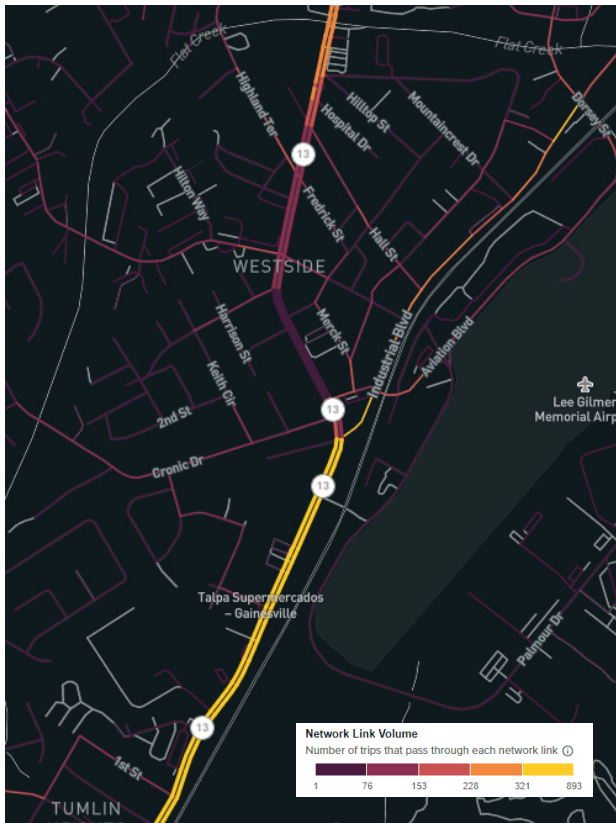
#### 2.2 Traffic Counts

Pond will work with Marr Traffic Data Collection, a trusted partner, to conduct traffic counts at up to ten intersections. The intersections will be selected based on input from the PMT and the community members during the first public meeting. These intersections will serve as the ten priority intersections to focus on for detail improvements (in task 5). Pond will then compile the data into a format that is legible for the PMT and for reference during task 5 recommendations development.

#### 2.3 Existing Conditions Maps

We will create a series of maps describing key factors that describe the current conditions on the corridor. This list will be developed in conjunction with the PMT, but it may include:

- Vehicular Traffic Volumes (based on the 2020 and 2025 Travel Demand Model data as provided by GHMPO)
- Walking & Biking Traffic Volumes
- Number of Lanes and Traffic Control Devices
- Functional Classification
- Congested Areas
- Walking Infrastructure



*Pond subscribes to Replica, which combines modeling techniques with actual data sources to estimate travel patterns and economic activity. Replica is an invaluable part of the Pond approach because it allows us to estimate not only the number of trips, but also the user and trip characteristics. This map example show relative volumes of people walking and biking in the study area. (Source: Replica, Fall 2023)*

- Land Use
- Key Destinations (including workplaces)
- Demographics and Vulnerable Populations
- Street Lighting

## 2.4 Safety Analysis

Pond’s approach to safety analysis will include both crash history and risk.

The primary data source for crash history will be GDOT Numetric Data Set. Pond will map crashes over the past five years of available data. Maps will identify crash locations, mode, and severity. Pond will analyze crashes to understand contributing factors that are most prevalent along the corridor. Pond has extensive

experience in working with this data throughout its multiple planning activities throughout Georgia.

While historical crash data is useful for identifying predictive behavior concerning auto crashes, they represent system “failures” of the network and its users in the past tense. Furthermore, because they are infrequent, crash data is not nearly as predictive for bicycle and pedestrian crashes. In order to assess crash *risk*, we will incorporate information from the community survey about near-miss crash locations they have experienced along the corridor. Another means of proactive analysis will be through the utilization of Replica data, which provides a much larger dataset of traveler behavior and profiles. Pond will develop maps showing crash risk factors such as speeding, number of lanes, and presence of pedestrian infrastructure.

## Task 3—Public Involvement

### 3.1 Public Meetings

Pond will hold three public meetings—two in-person and one virtual. The in-person meetings will be held at a central location along the corridor, or as close to the corridor as possible, such as the Chicopee Baptist Church. Meeting location options will be brainstormed among the PMT and then confirmed by the Hall County project manager. If desired, one of the public meetings could be held at an existing public event such as Trick or Treat on the Square, in order to reach a population that wouldn’t normally attend a standalone public meeting.

Targeted stakeholders will receive direct invitations to all public meetings. Pond will provide materials to Hall County to share via their social media and other communication channels.

Pond proposes the public meetings to be held at the following project milestones:

- **Public Meeting 1**—Introduce the project to the public; present existing conditions; collect feedback about where people feel unsafe, experience congestion, and have trouble accessing destinations; vote on intersections to focus on for traffic counts and detailed improvements; vote on goals and priorities
- **Public Meeting 2**—Present alternative design options; vote on preferred design
- **Public Meeting 3**—Present preferred design concept and collect feedback for final refinements.

For each meeting, Pond will design materials and activities to be interactive and engaging. Materials will be translated into Spanish, and Spanish-speaking staff will be in attendance. In addition, materials will be designed to communicate information graphically, without requiring attendees to read a lot of text.

### 3.2 Website

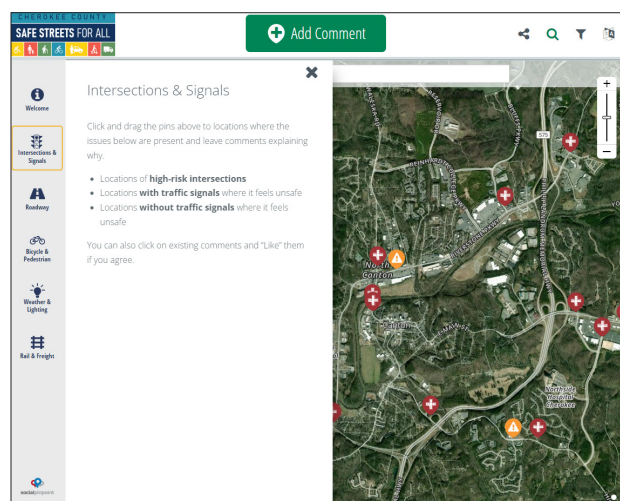
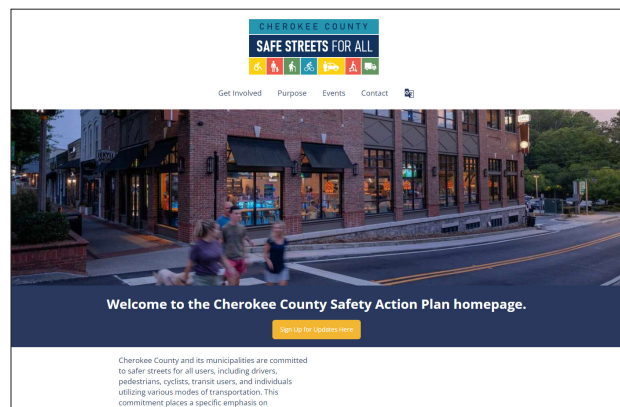
Pond will develop a project website using Social Pinpoint platform. The website will serve as a central hub for all project information. The website will be live for the duration of the study. The website will include project information such as meeting details, links to the online survey and interactive map, and draft and final deliverables.

### 3.3 Survey & Interactive Map

Pond will develop an online survey and interactive map to be launched in the first months of the project. The interactive map will provide a platform where people can drop pins and comments about where they feel unsafe, have trouble accessing destinations, experience congestion, and would like to see improvements along the corridor. The online survey will focus more on users' overall experience using the corridors, and what they value as goals and priorities for the improvements.



*It is often effective to bring the public meeting to an outdoor public space or to a pre-existing event in order to reach an audience that may not normally go to a traditional public meeting.*



*Project websites and online interactive maps represent an opportunity for ongoing engagement with the community, on their schedule. Interactive Maps also provide very usable data that can be used to prioritize proposed recommendations.*

This information will be crucial to the safety risk assessment in task 2, and to identifying priority improvements in task 5. A second round of online survey will be launched once the alternatives are developed. This second round of the survey will give people an opportunity to comments on what they like or dislike about each option, and vote on which they most prefer.

## Task 4—Stakeholder Involvement

### 4.1 Monthly PMT Coordination Meetings

Following the kick-off, Pond will host monthly virtual meetings with the PMT to review ongoing project tasks, discuss any progress barriers, and get input on decisions. During these meetings, we will revisit the detailed task list and schedule and solicit feedback about task progress.

### 4.2 Stakeholder Committee

Pond will work with the PMT to assemble a Stakeholder Committee (SC) with people who are familiar with the corridor and will be instrumental in implementation efforts. This group should have some overlap with the stakeholder committee from the MTP, Bicycle and Pedestrian Plan Update, and SS4A study in order to ensure cohesive integration between efforts. We will also identify property and business owners from the corridor to participate.

The SC will meet four times throughout the process, in alignment with the milestones from the public meetings. The SC Meeting will occur 2-3 weeks in advance of the following public meeting in order to show draft materials and get stakeholder input before share it with the public.

- SC Meeting 1—Introduce the project to the public; present existing conditions; collect feedback about where people feel unsafe, experience congestion, and have trouble accessing destinations; brainstorm goals and priorities

- SC Meeting 2—Present alternative design options; collect feedback on refinements to show for the public meeting
- SC Meeting 3—Present preferred design concept and collect feedback for final refinements.

### 4.3 GDOT and Parallel Effort Coordination

Pond understands that the following ongoing efforts will have data, findings, and insights that will help make this project a success:

- MTP
- Bike/Ped Plan Update
- SS4A Action Plan

Our team proposes meeting with project managers from these projects early in our process in order to incorporate any insight that will be helpful in refining our project delivery approach. We will also discuss potential data that can be shared for the Atlanta Hwy corridor study.

Pond also recognizes that Atlanta Hwy is a GDOT-owned roadway, and therefore GDOT will be an important stakeholder in the process. In addition to inviting GDOT to participate on the Stakeholder Committee, we will hold two dedicated GDOT coordination meetings. The first will be held in the data collection and discovery phase, with the goal of understanding GDOT's goals for the corridor and their capacity for improvements. A second GDOT meeting will be held during the alternatives development task, in order to present initial solutions and allow GDOT to give feedback. GDOT will be asked to review all draft deliverables and weigh in on recommendations.



## Task 5—Stakeholder Involvement

### 5.1 Alternatives Development

Based on the findings from tasks 1-4, Pond will develop a program of potential improvements to address deficiencies with the corridor. Proposed improvements will focus on corridorwide active transportation enhancements (e.g. sidewalk, shared use path), as well as intersection improvements for up to ten priority intersections. Pond will identify and assess up to three alternatives for the corridor. For each alternative, Pond will create typical cross sections, and an issues and opportunities diagram. Pond will create an evaluation matrix based on the goals and priorities identified by the public and stakeholders in the first round of meetings. These alternatives will be presented to the public and stakeholders during the second round of meetings and online survey.

### 5.2 Preferred Alternative

Pond will use the public and stakeholder input to identify the preferred alternative. The team will then refine the alternative based on feedback, integrating comments from GDOT as needed. Planning-level schematics will be prepared to inform the County and City of Gainesville on next steps.

Pond will identify short-term projects and other actions Hall County and Gainesville can take to implement the preferred design.

Pond will produce a planning-level cost estimate based on linear measurements.

### 5.3 Draft & Final Report

Pond will develop a draft document that summarizes the process, public engagement feedback, supporting actions, supporting information, and recommendations. The document will be provided to the PMT, SC, and GHMPO Committees for review and comment in April 2025. The draft will be posted on the Social Pinpoint website for public comment.



*Pond will develop conceptual design graphics that are easily understood by the public, but also provide enough technical guidance to move forward into future design phases.*

The PMT will meet to discuss feedback from stakeholders and the public. The client will compile the comments from stakeholders and the public into a single set of non-contradictory comments. Pond will make any final edits and deliver a final draft document in July 2025.

### 5.4 Draft & Final Executive Summary

Pond will develop a draft executive summary that summarizes the major findings and preferred alternative. The executive summary will be provided to the , SC, and GHMPO Committees for review and comment. The draft will be posted on the Social Pinpoint website for public comment in April 2025.

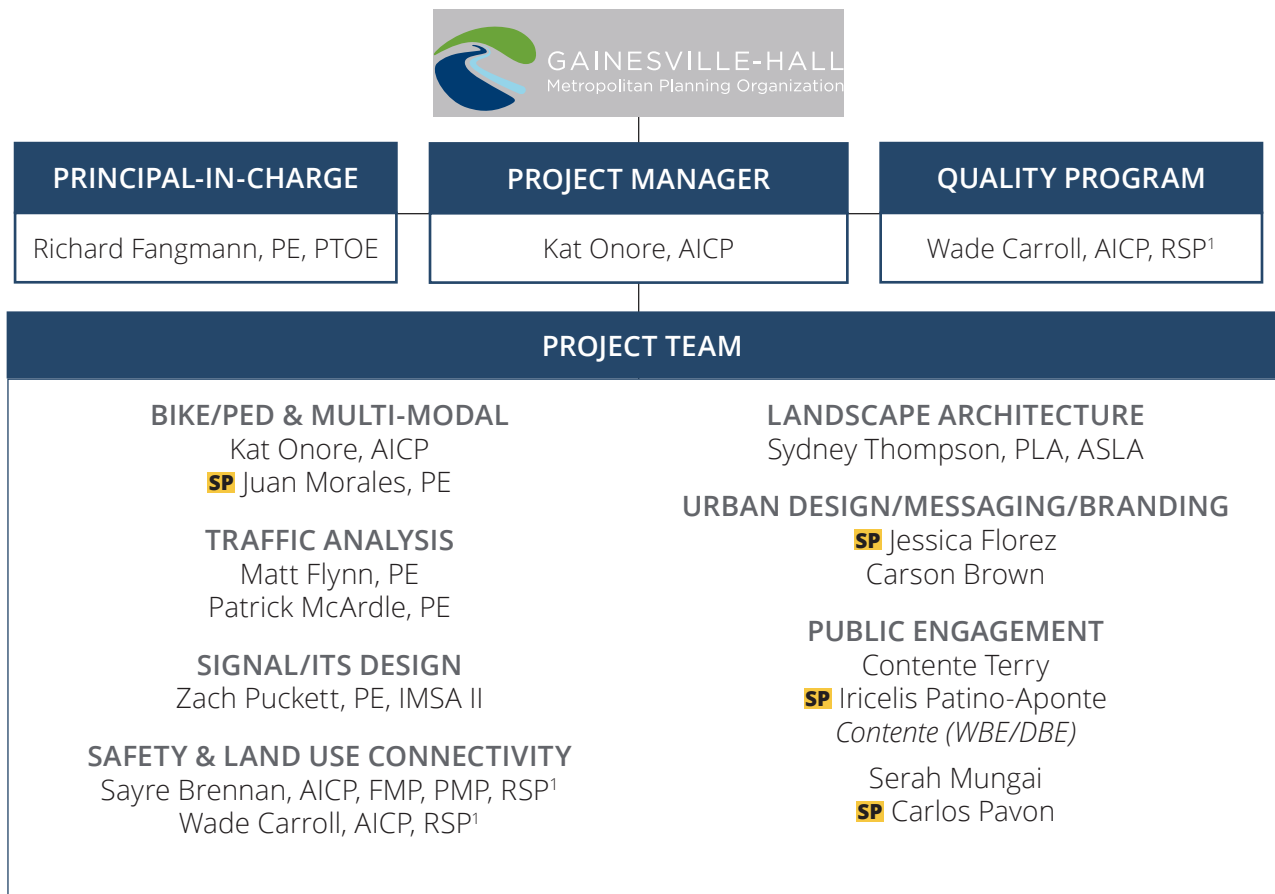
The PMT will meet to discuss feedback from stakeholders and the public. The client will compile the comments from stakeholders and the public into a single set of non-contradictory comments. Pond will make any final edits and deliver a final draft executive summary in July 2025.

5. Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third party(ies).

We are subcontracting approximately 15% of this contract to DBE firm Contente Consulting.

6. Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.

The organizational chart below outlines this project's work force. Resumes describing the expertise and experience for each person begin on the following page.



**SP** Spanish-speaking team members

# RICHARD FANGMANN, PE, PTOE (POND)

Principal-in-Charge | Peachtree Corners, GA | 25 years experience



## EDUCATION

- MS, Civil Engineering, Georgia Institute of Technology, 1992
- BS, Civil Engineering, Georgia Institute of Technology, 1991

## REGISTRATION

- Professional Engineer, GA #22957
- Professional Traffic Operations Engineer, GA #352

Richard has more than 25 years of experience in planning and engineering, ranging from long-range community and transportation plans to short-term operational studies. He is experienced in preparing plans for GDOT, Metropolitan Planning Organizations (MPOs), counties, cities, and corridors. Richard has also led development of the transportation component of several component of several county Comprehensive Transportation Plans, and Livable Centers Initiatives, giving him a thorough knowledge of the nexus between land use and transportation.

## PROJECT EXPERIENCE

**GHMPO Metropolitan Transportation Plan**, *Project Manager*

**GHMPO 2040 Regional Transportation Plan**, *Project Manager*

**GHMPO SR 365/Jesse Jewell Parkway Traffic Impact Study**, *Project Manager*

**City of Gainesville Transportation Master Plan**, *Project Manager*

**City of Gainesville Green Street Design**, *Project Advisor*

**Gwinnett County CTP**, *Principal-in-Charge*

**Howell Mill Road Complete Street Design**, *Principal-in-Charge*

**DARTS MPO Bicycle & Pedestrian Plan**, *Principal-in-Charge*

**Carroll County SS4A Action Plan**, *Project Manager*

**Fayette County SS4A Action Plan**, *Project Manager*

**Cherokee County SS4A Action Plan**, *Project Manager*

**Paulding County SR 6 Planning and Scoping Study**, *Project Manager*

**Fayette County SR 74 Comprehensive Corridor Study**, *Project Manager*

**Douglas County Lee Road Extension Scoping Study**, *Principal-in-Charge*

**Coweta County Poplar Road Corridor Study**, *Principal-in-Charge*

**Gwinnett County Jimmy Carter/MIB Corridor Study**, *Principal-in-Charge*

# KAT ONORE, AICP (POND)

Project Manager | Atlanta, GA | 10 years experience



## EDUCATION

- MS, City & Regional Planning, Georgia Institute of Technology, 2016
- BA, Art: Architecture + Urbanism, Smith College, 2012

## REGISTRATION

- AICP #410466

Kat is a mobility planner who helps communities identify priorities and develop plans with context-sensitive tools and strategies for implementation. As an everyday walker and biker, Kat is passionate about growing active transportation networks so more people can realize the amazing benefits of walking and biking in their communities. She brings over 10 years of experience with active transportation planning and design, and balancing needs of all users in complex multimodal systems, including as Deputy Project Manager on the Gainesville and South Hall Trail Studies. Project contexts range from small rural towns to complex urban activity centers. She creates graphically rich plans, with maps, diagrams, and renderings that make change approachable and legible for a wide audience.

## PROJECT EXPERIENCE

**Gainesville & South Hall Trail Studies**, *Deputy Project Manager*

**Oconee County Hwy 123 Corridor Study**, *Project Manager*

**Decatur, GA Reimagine Howard Avenue**, *Corridor Designer*

**East Cervantes Street Corridor Management Plan, Pensacola, FL**, *Planner*

**Park Street Corridor Study, Jacksonville, FL**, *Planner*

**Portland Avenue Corridor Study, Hennepin County, MN**, *Planner*

**5th Street Complete Streets Design**, *Alternatives Analyst and Conceptual Designer*

**UGA Campus Connectivity Study**, *Bicycle and Pedestrian Connectivity Planner*

**Athens-Clarke County Leisure Services Master Plan**, *Planner*

**Gwinnett County CTP**, *Transportation Planner*

**Clarkston Parks & Trails Plan**, *Project Manager*

**Harrison County Active Living Initiative**, *Project Manager*

**Cherokee County SS4A Action Plan**, *Deputy Project Manager*

**Carroll County SS4A Action Plan**, *Active Transportation Safety Lead*

**Fayette County SS4A Action Plan**, *Active Transportation Safety Lead*

**DARTS MPO Bicycle & Pedestrian Plan**, *Transportation Planner*

**Cherokee County Comprehensive Plan Update**, *Transportation Planner*

**City of Winder Comprehensive Planning & Zoning**, *Project Manager*

**Clarkston Connecting Communities Grant Writing Assistance**, *Transportation Planner*

**Cycle Atlanta 2.0 Bicycle Plan**, *Bikeway Designer*

**Bike to Ride: An Idea Book of Regional Strategies for Improving Bicycling Access to Transit**, *Transportation Planner*

**Aerotropolis Blueprint 2.0**, *Mobility Planner*

## WADE CARROLL, AICP, RSP<sup>1</sup> (POND)

Safety/Land Use Connectivity | Atlanta, GA  
26 years experience



### EDUCATION

- Masters of Public Administration, Urban Planning & Management, University of South Florida, 1997
- BS, Geography, City & Regional Planning, Western Kentucky University, 1993

### REGISTRATION

- AICP #015749
- Registered Safety Professional

Wade Carroll has over twenty-five years of experience, including over 18 years based in the Atlanta region. He has worked with a wide range of agencies to meet their safety and freight mobility needs. He served as Project Manager on NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success for MPO best practices. Wade has also been instrumental in developing work programs that reflect FHWA priorities to position our clients for SS4A Implementation Grants and other funding opportunities.

### PROJECT EXPERIENCE

**Gwinnett County CTP**, *Senior Project Advisor*

**BATS MPO Freight Study**, *Project Manager*

**Carroll County SS4A Action Plan**, *Senior Project Advisor*

**Cherokee County SS4A Action Plan**, *Senior Project Advisor*

## JUAN MORALES, PE (POND) SP

Bike/Ped & Mobility | Charlotte, NC | 25 years experience



### EDUCATION

- MS, Civil Engineering, University of North Carolina at Charlotte, 2010
- BS, Civil Engineering, Pontificia Universidad Javeriana, 2002

### REGISTRATION

- Professional Engineer in North Carolina

Juan has 25 years of experience in civil, structural, water resources, environmental, and transportation engineering. Throughout his career, Juan has been involved in a variety of public projects including greenways and trails, separated bike lanes, Complete Streets, intersections, ADA improvements, transit, and traffic calming. Responsibilities include project management, planning, feasibility studies, design, permitting, construction administration, and client relations. Juan's broad experience provides him with the vision needed to integrate the different components of a project and the ability to deal with interdisciplinary teams.

### PROJECT EXPERIENCE

**UGA Campus Connectivity Study**, *Bicycle and Pedestrian Connectivity Engineer*

**Uptown CycleLink, 5th Street/6th Street Protected Bicycle Lane, Charlotte, NC**, *Deputy Project Manager*

**Cross Charlotte Trail - Multiple Segments**, *Project Manager & Bicycle and Pedestrian Connectivity Study*

## MATT FLYNN, PE (POND)

Traffic Analysis | Peachtree Corners, GA | 10 years experience

### EDUCATION

- BS, Civil Engineering, University of Florida, 2016

### REGISTRATION

- Professional Engineer, GA #047910

Matt is a transportation engineer and project manager with Pond. Since graduating from the University of Florida in 2016, he has provided traffic engineering support for a number of engineering projects including corridor studies, traffic engineering studies, crash analyses and traffic operations analyses. Matt has the ability to manage and perform traffic engineering tasks with the overarching goal of practical and safe designs with innovative solutions.

### PROJECT EXPERIENCE

**Carroll County SS4A Action Plan**, *Traffic Analysis*

**Cherokee County SS4A Action Plan**, *Traffic Analysis*

**Sugar Hill Buford Drive Pedestrian Bridge & Traffic Signal Warrant Study**, *Transportation Engineer*

**Atlanta Upper Westside CID Howell Mill Road Pedestrian Crossing Study**, *Transportation Engineer*

**Town of Tyrone Traffic Calming Study**, *Transportation Engineer*

**Spalding Drive from Winters Chapel Road to Holcomb Bridge Road/SR 140**, *Transportation Engineer*

**DeKalb County Kensington Road Diet**, *Transportation Engineer*



## PATRICK MCARDLE, PE (POND)

Traffic Analysis | Peachtree Corners, GA | 6 years experience

### EDUCATION

- BS, Civil Engineering, Valparaiso University, 2018

### REGISTRATION

- Professional Engineer, AL # 54173

Patrick has experience with traffic analysis, transportation planning, GIS, and commute planning. He is skilled with traffic projections, studies, and technical analysis using softwares such as VISSIM, Synchro, HCS, ArcGIS, and Cube. He also has experience with public involvement conducting meetings and analyzing the public's input.

### PROJECT EXPERIENCE

**City of Gainesville Green Street Design**, *Traffic Analysis*

**Carroll County SS4A Action Plan**, *Lead Analysis Support*

**Cherokee County SS4A Action Plan**, *Lead Analysis Support*

**Gwinnett CTP**, *Traffic Analysis*

**Paulding County SR 6 Planning and Scoping Study**, *Traffic Analysis*



## ZACH PUCKETT, PE, IMSA II (POND)

Signal/ITS Design | Peachtree Corners, GA | 11 years experience



### EDUCATION

- BSCE, Georgia Institute of Technology, 2012

### REGISTRATION

- Professional Engineer, GA #042056
- IMSA Travel Signal Technical Level II & Work Zone Temporary Traffic Control Tech Certifications #112031

Zach Puckett has experience with street improvements and urban roadway design, traffic signal design, and Intelligent Transportation Systems (ITS) design with both local municipalities and state agencies. Through the years of his experience in Signal/ITS design, Zach has had the opportunity to work down at the GDOT Transportation Management Center (TMC) and coordinate directly with the staff regarding plan review, permitting, and design. This has given him more insight for certain applications to apply to his projects.

### PROJECT EXPERIENCE

- Gainesville Green Street Corridor Design**, *Transportation Engineer*
- Paulding County SR 6 Planning and Scoping Study**, *Transportation Engineer*
- Fayette County SS4A Action Plan**, *Traffic Analysis/Operations Advisor*
- Cherokee County SS4A Action Plan**, *Traffic Analysis/Operations Advisor*

## SAYRE BRENNAN, AICP, PMP, RSP<sup>1</sup> (POND)

Safety/Land Use Connectivity | Peachtree Corners, GA  
14 years experience



### EDUCATION

- MBA, University of the People, 2022
- Certificate, Construction Project Management, Columbia Engineering, 2021
- MPA, University of Utah, 2012
- Graduate Certificate, City Planning, University of Utah, 2011
- BS, Political Science, Minor City Planning, University of Utah, 2008

### REGISTRATION

- AICP #31067
- PMP #2984036
- Road Safety Professional

Sayre has 14 years of experience as a city planner and project manager. His primary interest is the nexus between land use and transportation. He has worked as a municipal planner for resort cities, rural towns and counties, and a regional planning agency. Sayre has direct experience with long range/comprehensive planning, zoning administration, zoning map amendments, capital improvement plan management and implementation, and traffic operations.

### PROJECT EXPERIENCE

- Gwinnett CTP**, *Assistant Project Manager*
- Carroll County SS4A Action Plan**, *Land Use Connectivity*
- Cherokee County SS4A Action Plan**, *Land Use Connectivity*

# SYDNEY THOMPSON

PLA, ASLA (POND)  
Landscape Architect | Peachtree Corners, GA | 10 years exp.



## EDUCATION

- BS, Landscape Architecture, University of Georgia, 2013

## REGISTRATION

- Professional Landscape Architect, GA #001801
- GA Soil and Water Conservation Comm Lvl II Certified Design Professional, GA #81873

Sydney has 10 years of experience as a landscape architect. She has been involved in a wide variety of projects that include multi-mile trails, campground renovations, the Atlanta BeltLine's Enota Park design, multiple public space re-designs, streetscape design, federal design, and master planning documentation. She is skilled in all aspects of a project ranging from concept design and planning graphics, technical construction documents, to client communication.

## PROJECT EXPERIENCE

**Winder Downtown Master Plan**, *Landscape Architect*

**BCID Wieuca Roundabout**, *Landscape Architect*

**Tyrone Town Center Master Plan**, *Landscape Architect*

**Perimeter Community Improvement District Trail Master Plan**, *Landscape Architect*

# JESSICA FLOREZ

AICP, LEED AP ND, RELI AP (POND) **SP**  
Urban Design/Messaging/Branding | Atlanta, GA |  
21 years experience



## EDUCATION

- MS, Urban Design, Georgia Institute of Technology, 2012
- BA, Architecture, National University of Colombia, 2000

## REGISTRATION

- AICP #348484
- LEED AP #0011292429

Jessica is an urban designer with 20 years of combined experience in the fields of design and social justice. She brings a vast knowledge of stakeholder engagement and community resilience strategies in distressed neighborhoods. Her career approach bridges design and social justice in order to build resilient communities from the ground up.

## PROJECT EXPERIENCE

**Tara Boulevard LCI**, *Urban Designer*

**100RC Resilient Strategies: Louisville and Minneapolis**, *Project Manager*

**Turner Field Stadium Livable Centers Initiative**, *Urban Designer*

**Atlanta District 3 Westside Revive Master Plan**, *Urban Designer*

**City of LaGrange Gateway Corridor Plan**, *Project Manager*



## CONTENTE TERRY (CONTENTE CONSULTING)

Public Engagement | Atlanta, GA | 20 years experience

### EDUCATION

- MCP, City Planning, Georgia Institute of Technology, 2000
- BS, Computer Science, Spelman College, MCP, City Planning, Georgia Institute of Technology, 1994

### ASSOCIATIONS

- American Planning Association & Georgia Planning Association
- Conference of Minority Transportation Officials (COMTO)

Contente is an urban planner with over 20 years of diverse experience in two specialized areas – comprehensive community planning for urban neighborhoods and public engagement/facilitation. As the founding principal of Contente Consulting, she is an exceptional resource with a solid track record of developing and implementing public engagement programs while applying an innovative approach to relationship building, facilitation, and consensus building amongst a wide range of stakeholders. Her previous experience includes the Henry County CTP (with Pond), Atlanta Comprehensive Transportation Plan Update, MARTA Clayton County BRT, and City of Clarkston Pedestrian/Streetscape LCI.



## IRICELIS PATINO-APONTE (CONTENTE) **SP**

Public Engagement | Atlanta, GA | 25 years experience

### EDUCATION

- BS, Advertising & Communications, University of Florida, 1993

Iricelis is a bilingual brand-builder and innovative thinker that thrives when overcoming challenges with clear communication and hard work. She has proven success in developing integrated engagement programs that lead to growth and award-winning results. Iricelis’ areas of expertise include tactical implementation plans, stakeholder alignment workshops, research management and analysis, four-screen engagement, and insight-mining.



## SERAH MUNGAI (POND)

Public Engagement | Peachtree Corners, GA | 3 years experience

### EDUCATION

- BS, Civil Engineering, Georgia Institute of Technology, 2020

Serah has experience with transportation planning and engineering, including traffic engineering, GIS, and public engagement. She has developed traffic simulation models using PTV Vissim, analyzed traffic capacity using Synchro, and performed traffic studies and traffic projections. Serah is passionate about planning and transportation projects that uplift communities. She strives to promote sustainability and equity in transportation to ensure safe, comfortable, and efficient mobility for all. Serah has developed websites and interactive online surveys for several of Pond’s planning and design projects, including Paulding County SR 6 Planning and Scoping Study, and Carroll and Cherokee Counties SS4A Action Plans.



**7. Describe how your company verifies that staff adequately performs work for delivery of the service(s) described under this RFQ. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented**

At the start of a project, a Project Management Plan (PMP) is developed to formally document the work plan. The PMP is an important tool for communication among team members and the client, and it is a critical first step toward mapping out a strategy for successful delivery. Potential Project Risks are identified in the PMP along with proposed mitigation strategies to minimize the possible impacts to schedule or budget.

For Planning projects, risks often include softer considerations such as stakeholder issue or sensitivity to messaging. Similarly, Planning projects can often fail or succeed by their chosen methodology so risks and mitigation strategies are developed at the beginning of the project and included in the PMP. As a result, all team members are made aware of the issues and will be prepared to address them early in the Planning process where the cost, quality, and schedule impacts are smaller than allowing them to fester.

Another key aspect of the PMP is identification of individual and team responsibilities for QA/QC (noted a). The submittal schedule is established in the PMP, which clearly blocks out dates for internal reviews to verify delivery of service. As PIC, Richard Fangmann will be responsible for assigning appropriate people and resources to required quality control and assurance reviews and to ensure that the process is being followed in a timely manner. Corrective actions with staff are addressed through project meetings, and by checking confirming that work has been revised as instructed. The table below summarizes QA/QC Responsibilities.

Role	Responsibility
<b>Project Manager</b> <b>Kat Onore</b>	<ul style="list-style-type: none"> <li>■ Develops and updates the Project Plan</li> <li>■ Assures Project Plan is followed</li> <li>■ Monitors scope, schedule, and budget for entire process</li> <li>■ Initiates problem resolution based on professional judgment</li> <li>■ Performs progress and milestone reviews</li> </ul>
<b>Project Team Members</b> <b>All Project Team Members</b>	<ul style="list-style-type: none"> <li>■ Advance project toward designated milestones</li> <li>■ Conduct technical QA/QC in accordance with Project Plan</li> <li>■ Initiate problem resolution based on professional judgment</li> </ul>
<b>QA/QC and Independent Design Peer Reviewers</b> <b>Rebecca Hester</b>	<ul style="list-style-type: none"> <li>■ Interact closely with the team Project Manager</li> <li>■ Perform independent reviews at various stages of the Planning process as identified in the Project Plan</li> </ul>

**8. Per documentation of this solicitation you must keep a sufficient work force to perform the requirements of this contract. Describe how you will continue to maintain this work force. What is your companies succession planning when an employee quits or calls out?**

Pond currently employs 700+ staff firmwide (400+ in the Atlanta Metro area), and has maintained this workforce size for several years. The table at right summarizes the staffing of our Atlanta offices, illustrating we can maintain the workforce for this contract.

Through proactive project planning, which identifies milestone dates through the entire project, we can keep the project moving if an employee is out of office for a period of time (ie., vacation or illness) or quits.

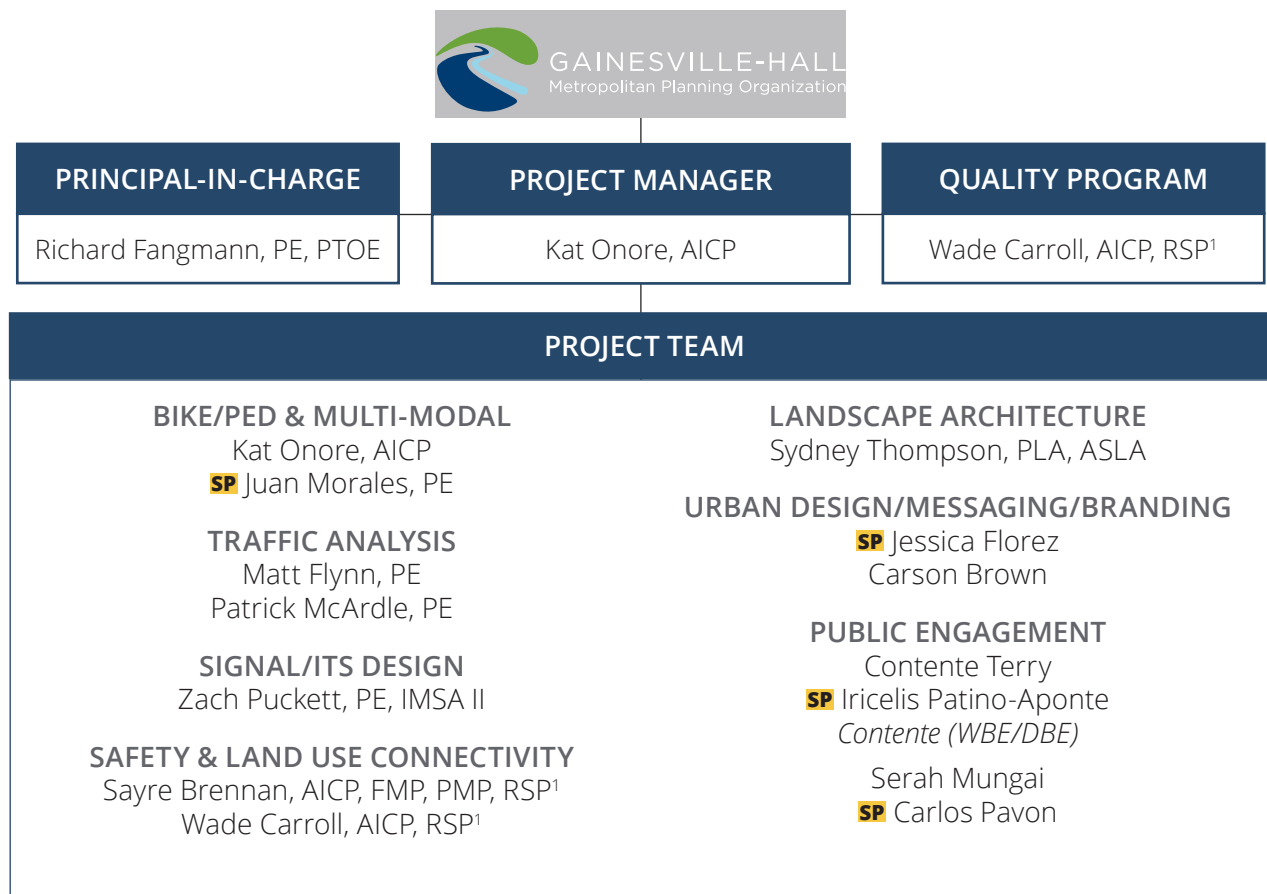
Discipline	HQ	Cobb County	Midtown ATL
Administrative	65	7	-
Architect	24	1	-
CADD Technician	12	-	-
Chemical Engineer	1	-	-
Civil Engineer	37	4	3
Computer Programmer	9	-	-
Construction Inspector	7	-	-
Construction Manager	5	-	-
Corrosion Engineer	5	9	-
Cost Engineer/ Estimator	2	-	-
Electrical Engineer	32	3	-
Environmental Engineer	2	-	-
Environmental Scientist	6	4	2
Fire Protection Engineer	4	1	-
GIS Specialist	1	-	-
Landscape Architect	8	-	3
Mechanical Engineer	46	1	-
Planner: Urban/ Regional	1	2	1
Project Manager	55	-	3
Safety/Occupational	1	-	-
Structural Engineer	15	5	-
Transportation Engineer	17	2	-
Water Resources	3	2	-
Other	34	2	2
<b>Total</b>	<b>391</b>	<b>46</b>	<b>14</b>

## SECTION 4

# **KEY STAFF & PREVIOUS PROJECTS**

## Key Staff & Previous Projects

Kat Onore, AICP will serve as the Project Manager for the SR 13/Atlanta Corridor Study and will be supported by Principal-in-Charge Richard Fangmann, PE, PTOE. The organizational chart below illustrates the team members who will be involved with this project, with key staff resumes beginning on page 23.



**SP** Spanish-speaking team members

This team has a wealth of related project experience in corridor studies that culminate in implementable projects. Examples include:

- Memorial Drive Scoping Study, DeKalb County, GA
- SR 6 Scoping/Corridor Study, Paulding County, GA
- SR 365/Jesse Jewell Parkway, Hall County, GA
- Green Street Concept Design, Gainesville, GA
- Howell Mill Road Complete Street. Atlanta, GA
- Gwinnett 2050 CTP, Gwinnett County, GA
- SS4A Action Plans in Carroll, Cherokee, Fayette, and Chatham Counties, and for Hinesville Area MPO
- UGA Connectivity Study, Athens, GA
- GHMPO MTP, Gainesville/Hall County, GA
- GHMPO 2040 Regional Plan, Gainesville/Hall County, GA

See page 2 and following for additional project details and reference contact information.

SECTION 5  
**PROJECT  
UNDERSTANDING  
& PROPOSED  
APPROACH**

## Project Understanding and Approach

The Pond Team has extensive knowledge of the Gainesville and Hall County area, drawn from our previous projects and considerable experience with similar corridor studies. Over the past several months, we have delved into understanding the project corridor's specifics and identifying key stakeholders. This proposal outlines a thorough strategy that includes visioning, engineering, and public engagement as essential elements for success. We have personally visited the corridor to assess its current environmental conditions and character. We are confident you will find our team not only well-versed in the project's details but also eager to help Hall County deliver a corridor study that aligns with the County's vision for enhanced connectivity.

The study will focus on two main objectives

1. Improve safety and connectivity for the many people who walk and bike the corridor, in spite of minimal accommodations
2. Improve traffic operations at ten key intersections

Pond's team recognizes that these objectives should be integrated, not treated separately. They will be addressed through a Complete Streets approach, ensuring a balanced solution for all users within a cohesive plan. The final plan, slated for adoption in August 2025, will outline a preferred vision for the corridor and suggest initial steps that Gainesville and Hall County can take to gradually achieve this vision. Our methodology also prioritizes community context, equitable participation, and practical solutions.

*Please see page 12 for a detailed project approach.*

SECTION 6  
**EXHIBITS &  
ATTACHMENTS**





# Hall County Government

FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #45-005

For the provision of  
**State Route 13/Atlanta Highway Corridor  
Study**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR  
**Taylor Samples, CPA**

## **ARTICLE #101 – INTRODUCTION**

This Contract for transportation planning, traffic congestion management, and engineering services (hereinafter “Services”) is made and as entered into as of \_\_\_\_\_ (Execution Date) and \_\_\_\_\_ (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Pond & Company, located at 3500 Parkway Lane, Suite 500. Peachtree Corners, GA 30092 (Hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

**WHEREAS** the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

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

**Whereas**, this contract will become legally binding and executed upon signature by both parties; and,

**Whereas**, any attached quotes, exhibits, attachments, site plans, specifications, and references are all incorporated herein by reference;

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

**ARTICLE #102 – CONTRACT**

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.
- B. County hereby agrees as good and valuable compensation as provided in the attached *Exhibit C – Cost Proposal* as incorporated herein by reference.

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**

Michael Haire  
Transportation Planning Manager  
Gainesville-Hall Metropolitan Planning Organization  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
mhaire@hallcounty.org  
(770) 297-2604

**COUNTY ISSUING OFFICER**

Andrew Youngblood  
Purchasing Supervisor  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
andrew.youngblood@hallcounty.org  
Ph: (770) 531-4940

**CONTRACTOR'S CONTACT INFORMATION**

Name: Richard Fangmann  
Title: Vice President  
Physical Address: 3500 Parkway Lane, Suite 500  
City, State, ZIP: Peachtree Corners, GA 30092  
Email: Richard.Fangmann@pondco.com  
Phone: 678.336.7740

**REMIT-TO ADDRESS (if different):** Same as above

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**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

### **ARTICLE #105 – CONTRACT TERM**

Until substantial and final completion of Services according to the agreed time schedule, and after all subcontractor(s) and material suppliers' liens are satisfied, if applicable.

### **ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

### **ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

- B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, Contractor shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

#### **ARTICLE #108 – TERMINATION PROVISIONS**

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either Party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE #105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination no later than thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days written notice, either Party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
  6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes one or more of the default events set out in this *ARTICLE*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the Party's Notice of Default. If the breach or

noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

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

**D. Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

**E. Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, incorrect, or incomplete.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require; and,
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor; and,
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract; and,
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor; and,
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. ~~**Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project or abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.~~

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS**

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation,

warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

- B. The County shall not be bound by any terms and conditions of the Contractor that are only accessible by hyperlink. All terms and conditions must be in print and approved by the County.

#### **ARTICLE #116 – WAIVER**

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

#### **ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

- A. ~~The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc., considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.~~
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in *Scope of Work* prior to subcontractor's performance of work.

#### **ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list County as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

##### **Workers Compensation Insurance: Required for all contracts.**

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

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

**General Liability Insurance: Required for all contracts.**

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

**Commercial Auto Liability Insurance: Required for all contracts,** except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos.
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

**Umbrella Liability Insurance: Required for all contracts**

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

**Additional Provisions:**

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

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

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

**ARTICLE # 119 – NO WAIVER:**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract



constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

#### **ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

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

#### **ARTICLE #121 – COMPENSATION**

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County as per *Exhibit C – Cost Proposal Worksheet*.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement between the Parties.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the immediate cancellation of the Contract.

#### **ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

The Scope of Services shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment**

1. Contractor shall invoice the County via email each month solely to [accounts payable@hallcounty.org](mailto:accounts payable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *EXHIBIT C – COST PROPOSAL WORKSHEET*.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.
3. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance; Delay of Payment.**

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

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

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

**F.** The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not in any circumstances pay a third party.

### **ARTICLE #123 – RETAINAGE**

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

### **ARTICLE #124 – VENUE AND GOVERNING LAW**

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

### **ARTICLE #125 – NOTICE OF INTENT TO LITIGATE**

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

### **ARTICLE #126 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-91 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform Services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing the Georgia Security and Immigration Compliance Act Affidavit (attached herein as *EXHIBIT E – E-Verify Affidavit*), notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

### **ARTICLE #127 – ORDER OF PRECEDENCE**

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

1. Any amendments to the Contract, including all Exhibits thereto.
2. The Contract itself, including all Exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the contract.

### **ARTICLE #128 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

- EXHIBIT A – Contract for Services
- EXHIBIT B – Bid Response Form
- EXHIBIT C – Cost Proposal Worksheet
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit

EXHIBIT F – Ethics Affidavit  
EXHIBIT G – Scored Questions

**ARTICLE #129 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #130 – HOLD HARMLESS AGREEMENT**

The successful Bidder hereby agrees to indemnify and hold free and harmless Hall County Government, its Commissioners, agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County’s sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

**ARTICLE #131 – NOT A JOINT VENTURE**

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

**ARTICLE #132 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein, and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor’s terms and conditions or service level agreements.
4. The County retains the right to “red line” sections of the Supplier’s terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a PO and delivery of goods or services serves as the Supplier’s full and complete acceptance of the County’s terms and conditions.
6. The terms “supplier”, “vendor”, “bidder”, “offeror”, “contractor”, “designer”, “distributor”, “dealer” or “manufacturer” or otherwise purveyor or source of supply or performance of Service shall mean one and the same, herein denoted as “Supplier” for goods and “Contractor” for services.
7. The terms “goods”, “materials”, “commodities”, “components”, “drawings”, “drafts”, “renderings”, “plans” (physical or digital), software, SaaS, engineering or architectural capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as “goods” and shall mean one and the same.
8. “Services” shall mean all services either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on a PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier’s bid response.

11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
- ~~15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, redi mix products (concrete, paint, etc.), fabrication, decoration, or otherwise custom designed specifically for the County.~~
- ~~16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.~~
17. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding and other such agreements.
- ~~18. Deliveries go to the ship to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship to address exist on the PO.~~
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
20. Receipt of goods or services does not constitute acceptance. Title to the goods shall remain with the Supplier until acceptance by the County.
21. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
22. The County shall have the right to inspect all goods or services at the time and place of delivery.
23. Contractor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
24. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
26. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County are considered County property and shall be delivered to the County upon request.
27. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
28. In the event that a PO has an attached contract or agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
30. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
31. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

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

PRINT COMPANY's FULL LEGAL NAME

Pond & Company \_\_\_\_\_

**HALL COUNTY, GEORGIA**

By: *Richard Fangmann*

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

Print Name: Richard Fangmann

Richard Higgins, Chairman  
Hall County Board of Commissioners

Title: Vice President

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

Sworn to and subscribed before me this

Attestment:

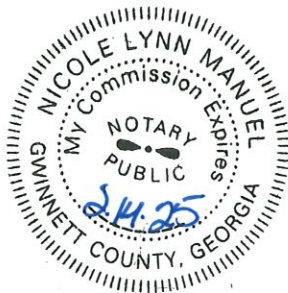
21 Day of May, 2024.

\_\_\_\_\_  
Board of Commissioners Clerk

Notary Public: *Nicole Lynn Manuel*

Approved as to Form

Notary commission expires: February 14, 2025  
[Locus Sigilli – Seal or Stamp]





Hall County Government  
FINANCIAL SERVICES

EXHIBIT B – BID RESPONSE FORM

Bidders must complete and return this form with their bid.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f:  
770.531.6711

INTERIM DIRECTOR  
Taylor Samples, CPA

By submitting a proposal, the respondent certifies that it has fully read and understands the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one hundred twenty (120) days from date of signature.

**Bid No:** RFQ/P #45-005

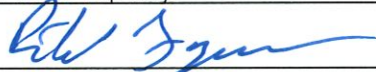
**Bid Name:** State Route 13/Atlanta Highway Corridor Study

**Date of Bid Submittal:** May 30, 2024

**Affirmation:** Bidder affirms the following by affixing a wet signature in blue ink below:

"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal."

Company Name: Pond & Company

Bidder Signature: 

Print Name: Richard Fangmann

Title: Vice President / Principal-in-Charge

Phone Number: 678.336.7740

Email Address: Richard.Fangmann@pondco.com

Physical Address: 3500 Parkway Lane, Suite 500

City, State, ZIP: Peachtree Corners, GA 30092

Unsigned bids may be declared as "Non-Responsive" and may not be evaluated.

If you desire to submit a "No Bid", please indicate by checking one or both of the reasons listed below and explain.

Bidder does not offer this service

Unable to meet specifications

---

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Pond &amp; Company, Inc</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>3500 Parkway Lane Ste 500</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Peachtree Corners, GA 30092</b>		
	7 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
5 8 - 1 6 3 9 1 2 8	

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>May 10, 2024</b>
------------------	----------------------------	----------------------------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 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?* on page 2 for further information.





Hall County Government
FINANCIAL SERVICES

EXHIBIT E – E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program, commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, driver's licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

1624474 Federal Work Authorization User ID Number
1.08.21 Date of Authorization

Pond & Company Name of Contractor
RFQ/P #45-005 State Route 13/ Atlanta Highway Corridor Study Name of Project

Hall County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 21, 2024 in Peachtree Corners (city), GA (state).

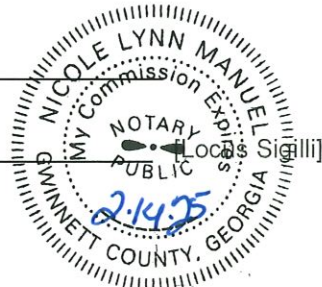
[Signature]
Signature of Authorized Officer or Agent

Richard Fangmann, Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21 DAY OF May, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires: February 14, 2025





# Hall County Government

FINANCIAL SERVICES

## EXHIBIT F – ETHICS AFFIDAVIT

### RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia (herein “County”) must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR  
Taylor Samples, CPA

- A. It is the policy of the County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.

- F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Purchasing Manager, subject to the approval of the Director of Financial Services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments, or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.
- H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.
- I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the purchasing associate named in the solicitation, or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the County Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.
- L. All County commissioners, officials, and employees shall adhere to the standards outlined in the County Code of Ethics.
- M. **(AMENDED)** The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070. (Res. of 11-14-19(1), § 1 (Exh. A))

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 21, 2024 in Peachtree Corners (city), GA (state).



\_\_\_\_\_  
Signature of Authorized Officer or Agent

Richard Fangmann, Vice President/ Principal-in-Charge  
Printed Name and Title of Authorized Officer or Agent

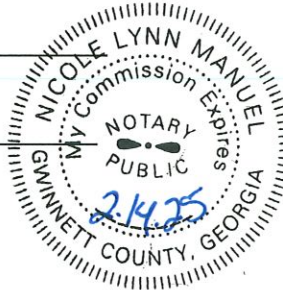
SUBSCRIBED AND SWORN BEFORE ME on this the 21 Day of May, 2024.



\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: February 14, 2025

[Locus Sigilli]



# EXHIBIT G

## SCORED QUESTIONS TECHNICAL RESPONSE WORKSHEET

**Bidder's company name:** Pond & Company

All eight (8) questions below MUST be answered. Each question is weighted and scored for completeness and detail. The maximum possible amount of points is eight-hundred (800) for this Technical Response Worksheet. The County's Evaluation Committee will review and assign percentage scores to each question depending on the answers provided. The Contractor with the highest point values will be considered the apparent contract award winner and may be invited to interview with the County's Evaluation Committee for further discussions or negotiations. Use additional pages and attach if needed.

No.	Question	Answer
1	Does your company have at least three (3) sequential years of experience in providing services as detailed in the Scope of Work outlined in this RFQ/P document?	Yes. Pond was founded in 1965 and has been providing planning/design services for 35+ years. See page 1.
2	Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names and contact details.	See information beginning on page 4.
3	List current projects, percent complete, and total possible workload.	See page 12.
4	Why should Hall County select your firm for this project? Describe your technical approach.	See information beginning on page 13.
5	Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).	See page 22.
6	Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.	See information beginning on page 22.
7	Describe how your company verifies that staff adequately performs work for delivery of the service(s) described under this RFQ. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented	See page 32

8	Per documentation of this solicitation you must keep a sufficient work force to perform the requirements of this contract. Describe how you will continue to maintain this work force. What is your companies succession planning when an employee quits or calls out?	See page 33.
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# Prime Consultant Pond & Company Licenses

Business License



## 2024 BUSINESS OCCUPATIONAL TAX CERTIFICATE

Architectural Services  
(NOT TRANSFERABLE)

Business ID  
00838  
License Number  
2024-4929  
Date Issued  
03/13/2024  
Date Expires  
03/31/2025

CITY OF PEACHTREE CORNERS  
310 TECHNOLOGY PKWY  
PEACHTREE CORNERS, GA 30092

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS, GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE SUSPENDED OR REVOKED, AND IS SUBJECT TO ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only:

BUSINESS NAME / ADDRESS:	CORPORATE / MAILING ADDRESS:
POND & COMPANY 3500 PARKWAY LN STE 500 PEACHTREE CORNERS GA 30092	POND & COMPANY 120 S CENTRAL AVE, STE. 350 - C/O CT-BL CLAYTON, MO 63105

MUST POST IN A CONSPICUOUS LOCATION

Engineering License

**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Board of Registration for Engineers / Land Surveyors  
Engineer Firm  
LICENSE NO. PEF000802  
Pond & Company  
3500 Parkway Lane  
Suite 500  
Norcross GA 30092  
EXP DATE - 06/30/2024  
Active

# Subconsultant Contente Consulting DBE Letter



**Russell R. McMurry, P.E., Commissioner**  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

September 18, 2018

**Amended**

Contente Terry, President  
**Contente Consulting, Inc.**  
 P.O. Box 28162  
 Atlanta, GA 30358

**ANNIVERSARY DATE: Annually on August 2013**

**Contente Terry:**

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification **Amendments** indicate that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: [www.dot.ga.gov](http://www.dot.ga.gov). Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

**Your GDOT Vendor ID Code is: 2CO195**

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS)

- 541320** Urban Planning Services
- 541611** Administrative Management and General Management Consulting
- 541820** Public Relations Agencies
- 541370** Geographic Information Systems
- 541910** Market Research & Public Opinion

**It is your obligation to notify GUCP of any changes in ownership and/or control of your company.** If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with **49 CFR Part 26, Section 26.83 (j)** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,

  
 Betty C. Mason, Asst. EEO Administrator

  
 Kimberly A. King, EEO Director

KAK/ SA

# Subconsultant Contente Consulting Business License

5/27/24, 10:02 PM

GEORGIA



GEORGIA  
 CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
 BRAD RAFFENSPERGER

[HOME \(/\)](#)

**BUSINESS SEARCH**

**BUSINESS INFORMATION**

Business Name: **CONTENTE CONSULTING, INC.** Control Number: **0654704**  
 Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**  
 Business Purpose: **NONE**  
 Principal Office Address: **POBOX 28162, Atlanta, GA, 30358, USA** Date of Formation / Registration Date: **7/27/2006**  
 State of Formation: **Georgia** Last Annual Registration Year: **2024**

**REGISTERED AGENT INFORMATION**

Registered Agent Name: **Contente Terry**  
 Physical Address: **237 McIntosh Ave NE, Marietta, GA, 30060, USA**  
 County: **Cobb**

**OFFICER INFORMATION**

Name	Title	Business Address
Contente Terry	CEO	237 McIntosh Ave, Marietta, GA, 30060, USA
Contente Terry	Secretary	237 McIntosh Ave, Marietta, GA, 30060, USA
Contente Terry	CFO	237 McIntosh Ave, Marietta, GA, 30060, USA

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-Back  
 Filing History <https://sbs.ga.gov/> Business Search

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Pond & Company, Inc. 3500 Parkway Lane Suite 500 Peachtree Corners GA 30092 USA	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D: Allied world Surplus Lines Insurance Co		24319
	INSURER E:		
	INSURER F:		

Holder Identifier :

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570103240720</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CGD740998404	12/31/2023	12/31/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAH740998504	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Medical Payments Lia	\$5,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP0W005792	12/31/2023	12/31/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWG740998304	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Architects & Engineers Professional			03123252 Prof Liab - Claims Made SIR applies per policy terms & conditions	12/31/2023	12/31/2024	Each Claim Aggregate	\$10,000,000 \$10,000,000

Certificate No : 570103240720

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Pond & Company, Inc. 3500 Parkway Lane, Suite 500 Peachtree Corners GA 30092 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  





**POND**

3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092  
678.336.7740 | Pondco.com  
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