

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: 03/07/2024

ITB # _____ RFP# _____ RFQ# _____
 PSA Agenda Item 2023-1539 Change Order # _____
 GSA/SWC # _____ Other (specify) _____

Processed by: Yesenia Diaz, Title: Procurement Agent Amount: \$ 20,000.00
Revenue Generating Yes No

BOC Award/Approval Date: 12/19/2023
Company Name: Pendleton Consulting Group, LLC
Oracle Contract Number: 1365926
Project Title: Planning and Design Services for Transit Improvements in South DeKalb County

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: _____, Title: Procurement Manager Date: _____
Comments/Notes Routing for County signatures

FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received _____ Date Sent to P&C: _____
Law Department Log Number: _____ Reviewing Attorney: _____
Action Taken: (include date and signature on approved line): _____
Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____
Approved: _____
Comments/Notes: _____

**Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.*

FOR USE BY THE USER DEPARTMENT

Department: Board of Commissioners
Department Signature: _____ Date: _____
Contract Purpose: _____

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____ Date Out: _____
Action Taken: (include date and signature on approved line): _____
Returned: Purchasing & Contracting Approved: _____
Comments/Notes: _____

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

Director of Finance (for review)

Signature Received Date Out
 County Clerk (attestation and review)

Signature Received Date Out



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Master

File Number: 2023-1539

File ID: 2023-1539

Type: Resolution

Status: Consent

Version: 1

**Action
Type:**

Controlling Body: Board of
Commissioners

File Created: 11/29/2023

Subject:

Final Action: 12/19/2023

Title:

Commission District(s): Districts 6 and District 3

Appropriation of \$20,000.00 from the 2023 Reserves for Appropriation from District 6 to The Pendleton Group to Assist DeKalb County in Coordinating the Planning and Design Effort for Transit Improvements in South DeKalb County

Internal Notes:

Agenda Date: 12/19/2023

Agenda Number:

Sponsors:

Enactment Date:

Attachments: DC Prop Emory SD Transit 7.15.23 A1

Enactment Number:

Recommendation:

Hearing Date:

Entered by: kecato@dekalbcountyga.gov

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	3	12/8/2023	Dionne McKenzie	Approve	1/31/2024

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	12/19/2023	approved with a friendly amendment				Pass
<p>Action Text: MOTION was made by Ted Terry, seconded by Mereda Davis Johnson, that this agenda item be approved with a friendly amendment to retain a consultant for Super District 6 to provide the services identified in the agenda item. The motion carried by the following vote:</p> <p>Yes: 7 Commissioner Patrick, Commissioner Long Spears, Commissioner Johnson, Commissioner Bradshaw, Commissioner Davis Johnson, Commissioner Terry, and Commissioner Cochran-Johnson</p>							

Text of Legislative File 2023-1539

Public Hearing: YES NO

Department: Board of Commissioners - District 6

SUBJECT:

Commission District(s): Districts 6 and District 3

Appropriation of \$20,000.00 from the 2023 Reserves for Appropriation from District 6 to The Pendleton Group to Assist DeKalb County in Coordinating the Planning and Design Effort for Transit Improvements in South DeKalb County

Information Contact: Commissioner Edward C. "Ted" Terry

Phone Number: 404-471-4909

PURPOSE:

Approval of this funding will allow the Pendleton Group to provide assistance in coordinating the planning and the finding a reliable financing option for construction and operation. This effort will focus on insuring that the planning effort moves forward at a coordinated level involving all those with interest. Finding suitable financing options will include the State of Georgia and the Federal Government which will require finding a source for the local matching funds required.

NEED/IMPACT:

Transit for South DeKalb focuses on the area generally surrounding the Candler Road (SR 155) (Exit 65) and Interstate 20 (I-20) interchange. It is home to The Gallery at South DeKalb (commonly referred to as the South DeKalb Mall), retail businesses, community, and institutional facilities, and is adjacent to several residential neighborhoods. Planning for this effort will include connection with the South Dekalb Mobility Hub located at the intersection of I-20 and Candler Road (South Dekalb Mall) to the Avondale Marta Station and/or Kensington Marta Station and connection to the proposed Lindbergh to Emory line.

This proposal from Pendleton Group includes critical coordination and communication between all the local governments involved including but not limited to, Georgia Department of Transportation, MARTA, Atlanta Regional Commission and numerous CID's and other stakeholders. This work will also include coordination and communication between all the local governments involved including but not limited to, Georgia Department of Transportation, MARTA, Atlanta Regional Commission and numerous CID's and other stakeholders.

District 6 funding will provide assistance in coordinating the planning and the finding a reliable financing option for construction and operation. This effort will focus on insuring that the planning effort moves forward at a coordinated level involving all those with interest. Finding suitable financing options will include the State of Georgia and the Federal Government which will require finding a source for the local matching funds required.

FISCAL IMPACT: D6 Unincorporated Fund YR2023

Increase appropriations for the following account by the amount indicated below:

Non-Departmental - Unincorporated Fund - Transfer to Grant Fund (09130.611250.272.0000.0000)
\$20,000.00

Decrease appropriations for the following account by the amount indicated below:

Non-Departmental - Unincorporated Fund - Reserve for Appropriation (09130.579002.272.0000.0000)

\$20,000.00

RECOMMENDATION:

To approve the appropriation of \$20,000.00 from the District 6 2023 Budget Reserve for Appropriations to the Pendleton Group for the work included in this proposal and authorize the Chief Executive Officer to execute all the necessary documents/contracts appropriate for this award.

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ___ day of _____, 2024, (hereinafter called the "execution date") by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and Pendleton Consulting Group, LLC, a limited liability corporation organized and existing under the laws of the State of Georgia, with offices in Atlanta, Georgia (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide planning and design effort services for transit improvements in South DeKalb County in DeKalb County, Georgia.

WHEREAS, Contractor's services will assist the County with its provision of transportation services as authorized by the Georgia Constitution and transit improvements in South DeKalb will encourage economic development.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract upon execution. This Contract shall terminate on December 31, 2024, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed Twenty Thousand Dollars (\$20,000.00), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

The Contractor shall be paid based on approved invoices detailing work performed. Each invoice shall be approved by the Commissioner for Super District 6 prior to payment. The first payment

is to be made no later than thirty (30) days after approval of an undisputed invoice or full execution of the Contract, whichever is later. Any additional payments shall be made no later than thirty (30) days after approval of an undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: Kelly Cato, District 6 Chief of Staff
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

ARTICLE III. SEGREGATION OF COUNTY FUNDS

Funds paid to Contractor by County must be segregated from all other funds and only used for the specific purpose identified. County funds shall not be used for other expenses of the Contractor, such as rent, repairs or capital expenditures. The Contractor agrees to track the expenditure of funds to ensure that the funds are spent in accordance with the agreement and stated purpose. All County funds must be accounted for and accurate records maintained.

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all planning and design effort for transit improvements in South Dekalb County services in accordance with Attachment A, Scope of Work, attached hereto and incorporated herein by reference.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different

site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created

thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract

Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

L. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent (50%) of all jobs created by an Eligible Project; as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have (25%) or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact WorkSource DeKalb by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Scope of Work; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Articles of Organization/Operating Agreement.

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

Pendleton Consulting Group, LLC
12 Candler Grove Drive
Decatur, GA 30030

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

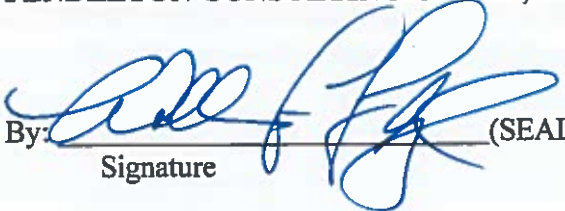
V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

PENDLETON CONSULTING GROUP, LLC

DEKALB COUNTY, GEORGIA

By:  (SEAL)

Signature

William F. Floyd

Name (Typed or Printed)

Managing Partner

Title

26-3674943

Federal Tax I.D. Number

FEB 27, 2024

Date

_____ by

Dir.(SEAL)

MICHAEL L. THURMOND

Chief Executive Officer

DeKalb County, Georgia

_____ Date

NOTARY:

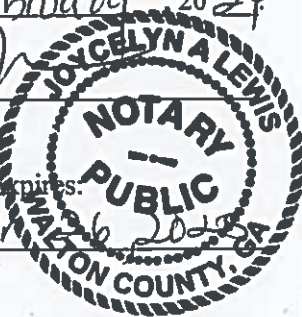
Subscribed and Sworn before me on this the

24th day of February, 2024.

NOTARY PUBLIC

My Commission Expires:

September 16, 2025



ATTEST:

_____ BARBARA H. SANDERS, CCC, CMC

Clerk of the Chief Executive Officer

and Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Commissioner Ted Terry

County Attorney Signature

ATTACHMENT A

Scope of Work

Planning for this effort will include connection with the South DeKalb Mobility Hub located at the intersection of I-20 and Candler Road (South Dekalb Mall) to the Avondale Marta Station and/or Kensington Marta Station and connection to the proposed Lindbergh to Emory line. This work will include coordination and communication between all the local governments involved including but not limited to, Georgia Department of Transportation, MARTA, Atlanta Regional Commission and numerous CID's and other stakeholders. Contractor will provide assistance in coordinating the planning and finding a reliable financing option for construction and operation. This effort will focus on insuring that the planning effort moves forward at a coordinated level involving all those with interest. Finding suitable financing options will include the State of Georgia and the Federal Government.

The scope of work will include the following items:

1. Develop a list of the individuals, governments, and other organizations with interest in the project to include names, jobs, and relationship to the project.
2. Prepare a detailed schedule of events which includes an estimate for producing the plan and design. This schedule must also include essential work and critical decisions necessary from others that directly impact the progress. A common schedule combining related work items from all involved is essential to success because once station sites are located and finalized all stakeholders must have been included in those decisions.
3. Schedule a regular pattern of meetings and method of communication with all key stakeholders. The purpose of these meetings is to share information and update interested parties on a regular basis.
4. Finding sources of funds to plan, design, build and operate the system is essential yet still very unclear. This project will require an in-depth look at different methods of financing to see how these methods might be used to provide funding. It may be necessary to find an additional source or organization outside the scope of this proposal that could investigate these methods, property values and other factors to use in deciding the available source of funds and how much funding might be available. Assembling the proper method of funding, which will involve all jurisdictions, is the key aspect of this effort.
5. As we move through the planning of this project, assessing the information as it becomes available, making sure it is processed properly and shared with those who need to know in order that timely and appropriate decisions can be made is essential.

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical 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. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1327022
Federal Work Authorization User Identification Number

07/26/2018
Date of Authorization

PENDLETON CONSULTING GROUP, LLC
Name of Contractor

SERVICES FOR TRAIT IMPROVEMENTS
Name of Project
DeKalb County Georgia Government
Name of Public Employer

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

Executed on FEB 27, 2018 in DECATUR (city), GA (state).

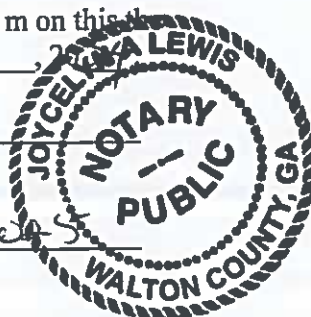
By: [Signature]
Signature of Authorized Officer or Agent

WILLIAM F FLOYD MANAGING PARTNER
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 27th day of February, 2018

[Signature]
NOTARY PUBLIC
My Commission Expires:

September 24, 2018



ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT E

ARTICLES OF ORGANIZATION/OPERATING AGREEMENT

**AMENDMENT TO THE OPERATING AGREEMENT OF
PENDLETON CONSULTING GROUP, LLC**

THIS AMENDMENT (“Amendment”) to the Operating Agreement of PENDLETON CONSULTING GROUP, LLC, a Georgia Limited Liability company (the “Company”) is made effective January 1, 2020, by the parties who have executed counterparts of this Operating Agreement as indicated on the signature pages attached.

RECITALS:

- A. The Members are parties to an Operating Agreement for the Company dated January 1, 2009, as amended, the terms of which are incorporated herein by reference (the “Operating Agreement”). Any proper nouns used in this Amendment which are not defined herein but are defined in the Operating Agreement shall have the meanings respectively ascribed to them in the Operating Agreement.
- B. The members desire to modify the ownership percentages and add a new Member.
- C. The members have agreed to modify the Operating Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties, intending to be legally bound, agree as follows:

The membership ownership percentages as of January 1, 2020 shall be:

- Craig Lesser 45%
- PATH Economic Development Solutions, LLC, a single member LLC owned by Amanda Shailendra 25%
- William Floyd 25%
- Phil Jacobs 5%

NON-USE OF SUBCONTRACTOR AFFIDAVIT

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now Affiant, WILLIAM F. FLOYD, who, after

being duly sworn, deposes and states as follows:

1. I am WILLIAM F. FLOYD (enter name), MANAGING PARTNER (enter title),
of PENDLETON CONSULTING GROUP, LLC (enter firm).

2. I will not use any Subcontractors in the performance of the Contract for Planning and Design Services for Transit Improvements in South DeKalb County.

3. In the event that I decide to use Subcontractor(s) in the performance of the above cited Contract, I will furnish to DeKalb County a Subcontractor Affidavit and Agreement in compliance with O.C.G.A. §13-10-91 prior to Subcontractor(s) performing any work.

4. In the event that I decide to use Subcontractor(s) in the performance of the above cited Contract, I will furnish to DeKalb County evidence of protective coverage for any Subcontractor's operations prior to Subcontractor(s) performing any work.

Further affiant saith not.

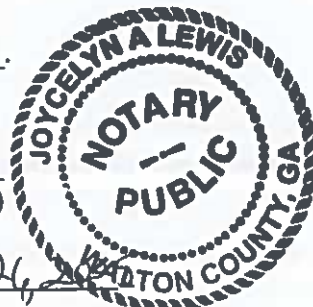
[Signature]
Signature of Affiant

Sworn to and subscribed before me this

27th day of February, 2024.

[Signature]
Notary Public

(Seal)



My Commission Expires: September 26, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2024

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 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).

PRODUCER HIGGINBOTHAM INSURANCE AGY INC/PHS 20266532 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED THE PENDLETON GROUP, LLC 2426 JETT FERRY RD TE 400 150 ATLANTA GA 30338	INSURER A: Sentinel Insurance Company Ltd.		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			20 SBM IA5527	02/22/2024	02/22/2025	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 SBM IA5527	02/22/2024	02/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			20 SBM IA5527	02/22/2024	02/22/2025	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - DEFENSE & LIAB COVG			20 SBM IA5527	02/22/2024	02/22/2025	Limit	\$50,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Dekalb County, Georgia
 1300 COMMERCE DR
 DECATUR GA 30030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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Revenue Division
City of Decatur
PO Box 220
Decatur, GA 30030

PENDLETON CONSULTING GROUP
12 CANDLER GROVE DR
DECATUR, GA 30030

Dear Business Owner:

Thank you for submitting your paperwork and payment for your occupation tax. Your occupation tax certificate/business license is below. Please detach it and display it in a visible location at your office as required by City Code (Article II, Section 22-5).

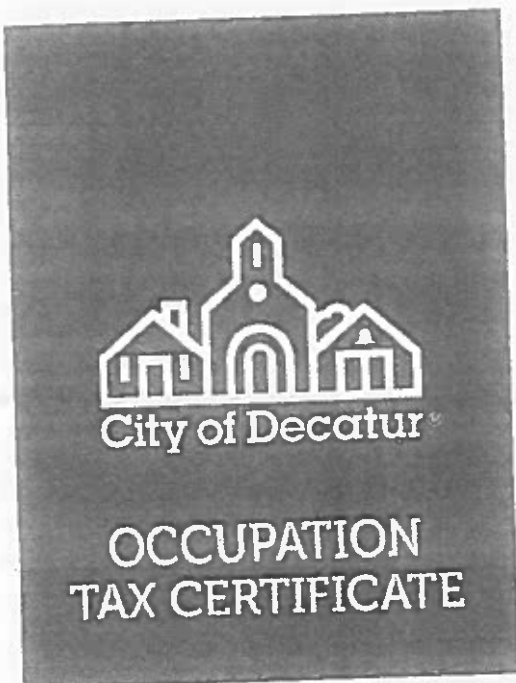
This certificate is valid until the date shown. You will receive a renewal notice 60 days before that expiration date reminding you to renew your license.

Thank you for choosing to do business in the City of Decatur.

Sincerely,

Business License Official

Detach lower portion and display



License number: 043315

Issued to: Pendleton Consulting Group

Location: 12 Candler Grove Dr

Type of business: Management and Consulting Svs

NAICS code: 541611

Date issued: Feb 05, 2024

Expiration date: Dec 31, 2024

Authorized signature: