




AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on January 27, 2025, for the February 3, 2025, Regular City Council Meeting

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AGENDA ITEM: Approval of a Professional Services Agreement between the City of Milton and Kimley-Horn and Associates, Inc. for Safe Streets for All Grant Implementation

SUMMARY:

The intent of this project is to complete 3 primary tasks to further work identified in the adopted Local Road Safety Plan. The project was selected for federal funding under the Safe Street for All (SS4A) discretionary grant program by the Federal Highway Administration (FHWA) and 80% of the project will be federal funded. The City will also be eligible to recover up to \$200,000 of its Local Match through an offer from True North 400.

Task 1

Complete a federally compliant ADA Transition Plan which includes data collection, identification of physical obstacles that limit accessibility of all publicly owned facilities to individuals with disabilities, recommendations on how to solve the obstacles, and a financially constrained schedule to implement the recommendations. The key deliverable out of this task is the implementation schedule and recommendations. Funding the recommendations will be determined in future budget cycles.

Task 2

Develop a demonstration project to install traffic calming devices at two of the City's roundabouts. This will include extensive data collection to determine what operational and safety issues are currently happening at the roundabouts, selection of countermeasures designed to solve the issues, and data collection after the countermeasures are installed to determine effectiveness. The two roundabouts that will be investigated in this effort are likely going to be Hopewell Road/Bethany Bend and Hopewell Road/Thompson Road.

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Task 3

Develop concepts for operational and safety improvements along two of the City's major north-south corridors, Hopewell Road and Freemanville Road. This will likely include data collection, road safety audits, and concept work to develop future scopes and budgets for future projects. This effort will also include coordination with partners from Georgia Tech who will be using real world roadway geometry extraction and evidence-based safety condition assessments with low-cost mobile devices and machine learning (NCHRP IDEA Project 214). This task is only for conceptual design as progress developing engineering documents and construction are not eligible under the terms of the SS4A grant.

The public will be given chances to provide input during all 3 Tasks. The city's website will also be used to provide updated information.

FUNDING AND FINANCIAL IMPACT:

This contract and grant funding will provide recommendations for improvements to be considered as part of future budget discussions and future TSPLOST funding.

ALTERNATIVES:

If this contract is not approved, the City will not be able to use the \$1 million of federal funding awarded for this project.

PROCUREMENT SUMMARY (if applicable)

Purchasing method used:	RFP
Account Number:	340-4101-521200000
Requisition Total:	\$1,100,000.00

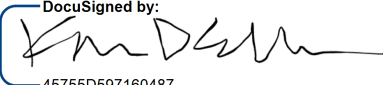
REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – January 27, 2025

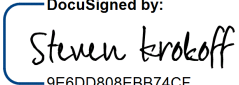
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – January 17, 2025

Concurrent Review: Steven Krokoff, City Manager –

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ATTACHMENT(S):

Professional Services Agreement

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**PROFESSIONAL SERVICES AGREEMENT
Safe Streets for All Grant Implementation**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation with its primary place of business in Georgia at 1200 Peachtree Street NE, Ste 800 Atlanta, Georgia 30309, (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit "A"** – City Solicitation Documents
- Exhibit "B"** – Consultant Response/Proposal
- Exhibit "C"** – Scope of Work
- Exhibit "D"** – Contractor Affidavit
- Exhibit "E"** – Subcontractor Affidavit
- Exhibit "F"** – Key Personnel
- Exhibit "G"** – Federal Requirements

B. Project Description. The "Project" at issue in this Agreement is generally described as: provide supplementary professional planning and engineering services to support further development of the Local Road Safety Plan. This will include three (3) primary tasks: complete a federally-compliant ADA Transportation Plan, develop a demonstration project to install traffic calming devices at two of the City's roundabouts, and develop concepts for operational and safety improvements along two of the City's major north-south corridors, Hopewell Road and Freemanville Road.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. Schedule, Completion Date, and Term of Agreement. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before December 31, 2026 (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

A. **Change Order Defined.** A “Change Order” means a written modification of the Agreement, signed by representatives of City and Consultant with appropriate authorization.

B. **Right to Order Changes.** City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

B. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Consultant.

C. **Authority to Execute Change Order.** The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the original contract amount.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City’s receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred for Tasks 1-3 stated herein, shall not, in any case, exceed **ONE MILLION, ONE HUNDRED THOUSAND, AND**

00/100 DOLLARS (\$1,100,000.00) , (the “Maximum Contract Price”), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a lump sum fee.

C. Reimbursement for Costs. The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows:

☐ There shall be no reimbursement for costs.

☒ Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant; Licenses, Certification and Permits. Consultant accepts the relationship of trust and confidence established between it and City, recognizing that City’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia’s Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant’s profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant’s profession and industry, Consultant will give written notice immediately to City.

C. City’s Reliance on the Work. Consultant acknowledges and agrees that City does

not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. Cristina Pastore, P.E., AICP shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City. Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, , servants, , attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), to the extent caused by negligent performance by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

- (1) **Requirements:** Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject

to amendment or waiver if so approved in writing by the City Manager.

- (2) Minimum Limits of Insurance: Consultant shall maintain the following insurance policies with coverage and limits no less than:
- (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.
 - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
 - (e) Commercial Umbrella Liability Coverage: \$
N/A per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.

- (i) **Additional Insured Requirement.** City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (ii) **Primary Insurance Requirement.** Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.
- (iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iv) **Separate Coverage.** Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
- (v) **Defense Costs/Cross Liability.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising

from Work performed by Consultant for City.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

(iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required

insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

- (7) Subcontractors: Consultant shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (10) Progress Payments: The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “D”**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “E”**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Consultant or Consultant’s subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant’s subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Consultant’s failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[DESIGNATE/MARK APPROPRIATE CATEGORY]**

- ☒ 500 or more employees.
- ☐ 100 or more employees.
- ☐ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to

provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Consultant by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Consultant shall make available to City or City's representative(s) for examination all Records. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's

compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

M. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. **Key Personnel.** All of the individuals identified in **Exhibit “F”**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant’s Project Manager or members of the Project team, as listed in **Exhibit “F”**, without written approval of City. Consultant recognizes that the composition of this team was instrumental in City’s decision to award the Work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for City’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Consultant’s obligations under this Agreement and shall be grounds for termination.

O. **Meetings.** Consultant is required to meet with City’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant’s Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. **Authority to Contract.** The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant’s board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant (“Materials”) shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Any modifications made by the City to any of the Consultant’s documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City’s sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney’s fees, resulting therefrom.

R. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended,

42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

T. Federal Requirements. In order to enable the City to comply with applicable grant funding requirements, Consultant shall comply with the general requirements set forth in Exhibit "G".

V. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representative. Robert Dell-Ross, Engineering Project Manager, shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. For Convenience. City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. For Cause. Consultant shall have the right to terminate this Agreement upon seven days' notice to the City upon breach by City of any of its obligations under this Agreement. In the event of Consultant's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Consultant for the costs of curing the default against any sums due or which become due to Consultant under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. Payment Upon Termination. Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by

representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Consultant shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant provides evidence that no such license is required.

F. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Consultant's Representative (named above) for Consultant.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONSULTANT shall be sent to:

Kimley-Horn and Associates, Inc.
Attn: Eric S. Bosman, FAICP
1200 Peachtree St NE, Ste 800
Atlanta, GA 30309

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants,

servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Consultant’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

Signature: 


Print Name: ERIC S. BOSMAN

Title: [CIRCLE ONE]
President/Vice President (Corporation)

[CORPORATE SEAL]
(required if corporation)



Attest/Witness:

Signature: 

Print Name: ROB ROSS

Title: SENIOR VICE PRESIDENT
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

City Attorney

Date

EXHIBIT “A”



CITY OF MILTON REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)

RFP Number: 24-PW08	RFP Title: Safe Streets for All Grant Implementation
Due Date and Time: July 23, 2024, by 2:00 pm EST <i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	Number of Pages: 64
ISSUING DEPARTMENT INFORMATION	
Issue Date: June 27, 2024	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
INSTRUCTIONS TO OFFERORS	
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Envelope/Package: RFP Number: 24-PW08 Name of Company or Firm Special Instructions: Deadline for Written Questions July 9, 2024, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Appendix A with Federal Requirements

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at <http://www.miltonga.gov/finance/bids-rfps> will include all questions asked and answered concerning the RFP.
5. _____ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.
7. _____ Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.
8. _____ Check the website for RFP addenda. Before submitting your response, check the City's website at <http://www.miltonga.gov/finance/bids-rfps> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:



RFP# 24-PW08
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PW08), Safe Streets for All Grant Implementation.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

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 the City of Milton 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 period 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(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Number

Date of Authorization

Name of Contractor

Safe Streets for All Grant Implementation
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

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

[NOTARY SEAL]

My Commission Expires:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	June 27, 2024
Site Visit (<i>recommended, but not mandatory</i>)	n/a
Deadline for Questions	July 9, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, July 16, 2024
Proposals Due	By 2:00 p.m. EST on July 23, 2024
Award Contract	September 4, 2024 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.miltonga.gov/finance/bids-rfps>) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT SUMMARY AND STATEMENT OF INTENT

The City of Milton is requesting qualifications and proposals from interested parties to provide supplementary planning and engineering services to support further development of the Local Road Safety Plan. This will include three primary tasks. 1) Complete a federally-compliant ADA Transition Plan which includes data collection, identification of physical obstacles that limit accessibility of all publicly owned facilities to individuals with disabilities, recommendations on how to solve the obstacles, and a financially-constrained schedule to implement the recommendations. 2) Develop a demonstration project to install traffic calming devices at two of the City's roundabouts. This will include extensive data collection to determine what operational and safety issues are currently happening at the roundabouts, selection of countermeasures designed to solve the issues, and data collection after the countermeasures are installed to determine effectiveness. 3) Develop concepts for operational and safety improvements along two of the City's major north-south corridors, Hopewell Road and Freemanville Road. This will likely include data collection, road safety audits, and concept work to develop future scopes and budgets for future projects. This effort will also include coordination with partners from Georgia Tech who will be using real-world roadway geometry extraction and evidence-based safety condition assessments with low-cost mobile devices and machine learning (NCHRP IDEA Project 214).

The City's intent is to shortlist the top-ranked 3-5 statement of qualification submittals and award the contract to the top-ranked proposal among the shortlisted parties. Technical proposals will only be requested from the shortlisted parties.

The City's intent is to begin Tasks 1 and 2 as quickly as possible after contract award. Task 3 will begin once Tasks 1 and 2 are far enough along to determine the remaining federal funding for Task 3.

The City's budget for the three (3) tasks above is \$1.1 Million which includes the 20% local match. All federal funding must be spent within 24 months of the grant executed by FHWA. This RFP will assume that date is June 1, 2026.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office:	Honor Motes, Procurement Manager
Address:	2006 Heritage Walk, Milton, GA 30004
Telephone Number:	678-242-2507
E-mail Address:	honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on July 9, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **July 16, 2024**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <http://www.miltonga.gov/finance/bids-rfps>. Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects requirements of State law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Consultants must organize their proposal into sections that follow the following format.

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Statement of Qualifications Submittal

Each Statement of Qualifications Shall Contain:

- a. No more than six (6) pages
- b. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit
- c. Minimum of 11-point font
- d. Cover letter – introductory remarks and proposal summary (1 page)
- e. Design Team – include project staffing, list any proposed subconsultants, qualifications of the design team, and what sets the team apart
- f. Related Projects and References – Describe any similar projects with references and the degree of involvement of the team
- g. Key personnel resumes may be included in the appendix. Appendix items will not count toward page limit.

5. Technical Proposal Submittal

Each Technical Proposal Shall Contain:

- a. No more than fifteen (15) pages
 - b. Minimum of 11-point font
 - c. Electronic submittal in PDF format, no hard copies are required
 - d. Cover letter – introductory remarks and proposal summary (1 page)
 - e. Work Plan – Describe team's plans to provide the requested services, and a description of the proposed methodology to accomplish the required tasks
 - f. Schedule – Provide a schedule to complete tasks 1-3 that meets the terms of the City's grant agreement requirements
6. Qualifications and related project information in the proposal will be used in the scoring.
 7. Applicable Addenda Acknowledgement Forms (if necessary)

Consultants must organize their proposal into sections that follow the format of Section 1.4 and Section 5.0.

B. Failure to Comply with Instructions.

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on July 23, 2024.

Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.

Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.

The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.

Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.

Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT LOCATION

This effort will include analysis of specified roundabouts and corridors and accessibility of all of the city right of way and city-owned facilities which includes parks and buildings.

3.1 GENERAL SCOPE OF SERVICES

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the necessary documents to complete the project. The completed design must comply with all applicable local, state, and federal environmental laws and regulations.

At a minimum, the following standards shall be utilized for the project:

- a. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
- b. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
- c. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, and applicable addenda.
- d. Manual on Uniform Traffic Control Devices (MUTCD) 11th edition
- e. Public Right of Way Accessibility (PROWAG) final rule from the US Access Board.
- f. Federal Highway Administration Guides.
- g. City of Milton Code of Ordinances.

3.2 BACKGROUND

The City of Milton is requesting qualifications and proposals from interested parties to provide supplementary planning and engineering services to support further development of a Local Road Safety Plan. This will include three primary tasks. 1) Complete a federally-compliant ADA Transition Plan which includes data collection, identification of physical obstacles that limit accessibility of all publicly owned facilities to individuals with disabilities, recommendations on how to solve the obstacles, and a financially-constrained schedule to implement the recommendations. 2) Develop a demonstration project to install traffic calming devices at two of the city's roundabouts. This will include extensive data collection to determine what operational and safety issues are currently happening at the roundabouts, selection of countermeasures designed to solve the issues, and data collection after the countermeasures are installed to determine effectiveness. 3) Develop concepts for operational and safety improvements along two of the City's major north-south corridors, Hopewell Road and Freemanville Road. This will likely include data collection, road safety audits, and concept work to develop future scopes and budgets for future projects. This effort will also include coordination with partners from Georgia Tech who will be using real-world roadway geometry extraction and evidence-based safety condition assessments with low-cost mobile devices and machine learning (NCHRP IDEA Project 214).

The Local Road Safety Plan was adopted by Mayor and City Council in August 2022. [Local Road Safety Plan](#)

\$1 Million in federal funding was awarded to the City of Milton based on the three (3) tasks listed above. The City will contribute 20 % matching funds for the projects.

LRSP Vision and Mission

The City has determined a vision and mission for the LRSP that aligns with the City's 2021 Strategic Plan.

- LRSP Vision Statement
The City of Milton will have a transportation system that is safe, offers a diversity of travel, and that allows our citizens to traverse safely and calmly throughout our city.
- LRSP Mission Statement
The City of Milton proactively strives through our Local Road Safety Plan to address roadway concerns through a combination of engineering, enforcement, education, and emergency services to strategically make our roadways as safe as possible.

Community Engagement and Survey

The City of Milton has an engaged community. Extensive public involvement was completed in 2021 and 2022 to guide the development of the Local Road Safety Plan. All three tasks in this scope should include a public outreach component.

The stakeholders and partners will be engaged throughout this process will include:

- Community
- Public Works Staff
- Police Department Traffic Staff
- Communications Department
- Mayor and City Council
- Georgia Department of Transportation
- Federal Highway Administration (for guidance)

3.3 SPECIFIC SCOPE OF SERVICES

Task 1: ADA Transition Plan

Complete a federally-compliant ADA Transition Plan which includes data collection, identification of physical obstacles that limit accessibility of all city owned facilities to individuals with disabilities, recommendations on how to solve the obstacles, and a financially-constrained schedule to implement the recommendations. For this scope, the City will be treating the latest MUTCD and PROWAG guidance as final while the approvals through DOJ and DOT happen.

A key component of this task will be the proposed data collection methodology and scope. All data collected in this task will need to be provided in a format that can be input to the City's GIS ESRI software and asset management platform (OpenGov) as seamlessly as possible.

The City may also supplement this contract with additional local funding to expand the scope of data being collected beyond what is required for the ADA Transition Plan, in order to provide more data to the OpenGov tool. This could include but is not limited to: an update to the 2010 stormwater inventory, signs, striping, and pavement condition. **Future Optional Task 4.*

The City may also supplement this contract with additional grant funding to add a Facilities Condition Assessment to the scope. The proposals should clearly identify whether they have the capability to deliver this as additional effort. It will not be included in the City's proposal evaluation review. **Future Optional Task 5.*

Task 2: Traffic Calming Demonstration Project

Develop a demonstration project to install traffic calming devices at two of the City's roundabouts. This will include extensive data collection to determine what operational and safety issues are currently happening at the roundabouts, selection of countermeasures designed to solve the issues, and data collection after the countermeasures are installed to determine effectiveness.

Two of the City's roundabouts will be selected for this demonstration project after a cursory review of the current conditions. Staff expects that Hopewell Road at Thompson Road and Hopewell Road at Bethany Bend will likely be chosen based on resident feedback and a review of the data since both roundabouts were opened to traffic.

This task will include all data collection needed from a research perspective to conclude whether the countermeasures were effective or not. Staff will also need a toolbox of countermeasures with expected outcomes to apply to other intersections once this effort is completed.

The purchase and installation of traffic calming devices that will be monitored as a part of this task will be contracted separately by the City.

Task 3: Freemanville Road and Hopewell Road Concept Development

Develop concepts for operational and safety improvements along two of the City's major north-south corridors, Hopewell Road and Freemanville Road. This will likely include data collection, road safety audits, and concept work to develop future scopes and budgets for future projects. This effort will also include coordination with partners from Georgia Tech who will be using real-world roadway geometry extraction and evidence-based safety condition assessments with low-cost mobile devices and machine learning (NCHRP IDEA Project 214). The contract with Georgia Tech will be separate from this scope and handled by the City of Milton. The City expects that both parties will work cooperatively.

Staff intends to spend all remaining federal funding towards advancement of projects along these two corridors that will improve operations and improve safety for all users. A key portion of this effort will be determining how to best accommodate active transportation needs along the two corridors while reducing the ability for vehicles to travel 10-20+ mph over the posted speed limit.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.



SECTION 5: COST PROPOSAL:

Intentionally Omitted at this Stage/Phase ~ Qualifications-Based Selection for federal funds

Cost will only be requested from the highest ranked Offeror from the Proposal Evaluation Process

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- A Cost Proposal will be only be requested from the highest ranked firm at the end of the proposal evaluation process.

Statement of Qualifications Criteria:

Qualifications of the Design Team

25 pts.

- Organizational strength and stability
- Education and experience of the assigned staff
- Key personnel's level of involvement
- Proximity and availability of key personnel

Related Projects and References

25 pts.

- Experience and technical competence on similar projects
- Previous experience as a design team
- Quality of the final work product
- Ability to meet the schedule

Work Plan

50 pts.

- Community outreach plan
- Project approach
- Project innovations
- Schedule
- Maximizing the amount of work product developed from Task 3

Interviews will only be considered from the short-listed firms from the technical evaluation

Total Possible Points Available are 100 points.

1. *Interviews and Product Demonstration*

If applicable, short-listed Vendors will be invited to make a presentation to City of Milton. At this time, they can provide live demonstrations and discuss the benefits with the City. A question and answer will follow the presentation.

2. *Final Ranking*

Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on a combination of the evaluation scores and presentation scores. The top-ranked proposal will be recommended for contract award, pending successful negotiations.

**Appendix A: Federal Requirements
To City of Milton Request for Proposals/Statement of Qualifications
RFP 24-PW08, Safe Streets for All Grant Implementation**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

Certifications Regarding Conflict of Interest; Tax Delinquency; Lobbying

By submitting a bid, each contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this ITB, that no employee of the City, nor any member thereof, nor any public agency or official affected by the proposed contract for services has any pecuniary interest in the business of the firm or its subcontractor(s), and that no person associated with the firm or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the proposed contract.

By submitting a bid, the bidder certifies the accuracy of the following two statements: (1) The bidder represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (2) The bidder represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

By submitting a bid, the bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Equal Opportunity

All work procured and performed must strictly comply with federal Equal Employment Opportunity requirements (Executive Order No. 11246 and amendments and supplements to that Order). More details regarding these requirements are found in Exhibit N.1 to the Sample Contract attached to the RFP.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in this solicitation are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors

performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, *Executive Order 11246*, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs,

especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under *41 CFR part 60-3*.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to *Executive Order 11246*.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to *Executive Order 11246*, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and *Executive Order 11246*, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with *41 CFR 60-4.8*.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the *Public Works Employment Act of 1977* and the Community Development Block Grant Program).

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth in the ITB or sample contract attached thereto.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	21.2	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Fulton County, Georgia.

Non-Segregation Notice to Prospective Federally Assisted Construction Contractors

By submitting a bid, the contractor certifies that it does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his/her files.

Buy America Certification and Agreement

As a condition of submitting a bid, the bidder agrees to comply with applicable Buy America requirements, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in the project are produced in the United States, unless the Federal government has issued a waiver for or otherwise exempted the product. Buy America requirements do not apply when the total value of the materials or equipment does not exceed \$2,500.

Certificate of Buy American Compliance for Manufactured Products

Engineering and Design Services

The Recipient shall award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

Non-Collusion Certification

The undersigned must be duly authorized to submit the bid on behalf of the bidding company, corporation, firm, partnership or individual ("bidder"). As a condition of submitting a bid, the undersigned affirms and declares under penalty of perjury that the bidder has not prepared this bid in collusion with any other bidder, and the bidder has not, directly or indirectly, entered into any agreement, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

Foreign Trade Restriction Certification

The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.

By submission of an offer, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Bidder/Contractor must provide immediate written notice to the City if the Bidder/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Bidder or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts.

The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S.

firms as published by USTR, unless the Bidder has knowledge that the certification is erroneous.

Disadvantaged Business Enterprises

No DBE goal has been specified for this project.

Title VI Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and its implementing regulations (49 C.F.R. Part 21 and 28 C.F.R. section 50.3), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PW08**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1 RFP 24-PW08

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

1. Should the Contractor Affidavit and Agreement Form be included in the Appendix?
~ No, that will be completed by the awarded Contractor.
2. Will the City allow electronic signatures? ~ Yes.
3. Are subconsultants required to complete any of the required forms? ~ Subconsultants of the awarded Consultant/Contractor will be required to complete a Subcontractor Affidavit at the time of contract execution.
4. Should applicable Addenda Acknowledgement Forms be included in the Appendix?
~ When the Addendum is published there will be an Acknowledgement Form that Offerors should complete and submit.
5. The RFP page 8 states, "Technical proposals will only be requested from the shortlisted parties.", but 1.4 Submitting Proposals instructions on page 10 include #5 - Technical Proposal Submittal. Please confirm if the technical proposal is part of this submission due July 23, 2024. ~ Technical Proposals will only be requested from the shortlisted parties and are not due on July 23, 2024. The exact schedule and due date for technical proposals has not been determined.
6. If the Technical Proposal is included in this submittal due July 23, 2024, should it be submitted as a separate document? ~ See Question 5.
7. If the Technical Proposal is to be submitted with the Statement of Qualifications as one document, does the City still require two separate cover letters, one for the SOQ and one for the Technical Proposal? ~ See Question 5.
8. Can the City provide more information as to which City owned facilities or properties are to be assessed in task 1? Specifically, can the City provide the following information so that manpower levels can be assessed for this task: a. Number of buildings/facilities and square footage. b. Approximate year facilities were constructed. c. Is there a desired time frame in which the City would like to see this task completed? This directly affects manpower needs. d. Identification of other City-owned properties/right-of-way that will need to be assessed. ~ The City is reliant on the expertise from the selected consultant team to understand federal requirements and deliver a complete USDOJ-compliant ADA Transition Plan. A list of city owned facilities is located here: <https://www.miltonga.gov/government/parks-rec/parks-facilities> A list of fire stations is here: <https://www.miltonga.gov/government/fire/fire-stations-and-apparatus> GIS mapping is available here: <https://ondemand-miltonga.hub.arcgis.com/> Not all facilities are open to the public currently. City Hall,

Public Safety Complex and the Public Works Maintenance Building should also be included in this list. All federal funding must be spent by June 1, 2026. A complete list of buildings with square footage and year of construction will not be provided. Prior to contract award, staff will be determining scope of data collection in this contract which could be supplemented by city in-house staff and information.

9. Is there a specific naming convention for the submittal document? Page 1 of RFP (Proposal Cover Page) states "Mark Envelope/Package: RFP Number: 24-PW08 Name of Company or Firm", does that apply to the document name for the electronic submittal? ~ The file name should contain the RFP name and Offeror's name.
10. Can organizational chart be included on 11 x 17 page? ~ Yes, but 11 x 17 pages count as two pages.
11. On p. 16 of the RFP document, reference is made to a facilities condition assessment. Is this assessment for roadway/transportation facilities or building/structural facilities? The purpose of the Facilities Condition Assessment is to review all city-owned buildings, describe existing conditions and provide an efficient and cost-effective capital work program with estimates that will feed into the City's asset management platform (OpenGov)
12. Please confirm that consultants are required to submit both the Statement of Qualifications Proposal package and Technical Proposal package as two separate documents in accordance with the RFP deadline of July 23, 2024, at 2:00 PM EDT.~ See Question 5.
13. In correlation with the above question, are consultants required to submit the same cover letter for both the Statement of Qualifications and Technical Proposal packages? ~ See Question 5. Further information regarding Technical Proposal requirements will be provided to shortlisted parties.
14. On page 10 of the RFP document (Submittal Requirements), please clarify whether consultants are permitted to submit the schedule on 11 x 17 paper sizing. ~ 11 x 17 pages are allowed but they count as two pages.
15. On page 10, Sections 1.4, 4 and 5, can firms include an 11x17 sized page for an organizational chart or a schedule and it be considered one page? ~ See Question 10.
16. Are firms allowed to use the City's logo in their proposal? ~ yes
17. On page 20, Section 6.0 Evaluation Criteria, are the bullets under the "Work Plan" section applicable to the Technical Proposal submittal? ~ Work Plan points are applicable only to the shortlisted Offerors from the Qualifications Review Phase. *See explanation page of Section 6.0 below.

18. On page 10, 1.4 Submitting Proposals, Statement of Qualifications, is the maximum amount of six pages including the one page cover letter? ~ a single page cover letter will not count towards the page limit.
19. On pages 15 and 16, in reference to 3.2 Background and 3.3 Scope of Services, can the City confirm which facility types should be evaluated for ADA compliance as part of the ADA Transition Plan? The following facility types are typically included, and we wanted to verify if the City is aiming to evaluate each of these or only certain facility types as part of this project. a. Public rights of way sidewalk corridors including curb ramps and pedestrian intersection crossings b. City-owned or maintained signalized intersections, including curb ramps, pedestrian intersection crossings, and pedestrian pushbutton equipment c. City buildings that provide access to the public, including parking, exterior paths of travel (excluding public rights-of-way), and building interiors d. Parks including parking, park amenities, and pedestrian paths of travel e. Public parking areas not associated with a building or park ~ See Question 8. The City is reliant on the expertise of the selected consultant to provide a federally-compliant plan. The City-owned road network contains approximately 181 centerline miles and 86 miles of sidewalk over approximately 40 square miles. Prior to contract award, staff will be determining scope of data collection in this contract which could be supplemented by city in-house staff and information.
20. Based on the response to the previous question, can the City quantify or provide an estimate of the number of miles of sidewalk/intersections and provide a listing of the building, park, and stand-alone parking sites that should be included for evaluation as part of this project? ~ See Questions 8 and 19.
21. On page 16, Section 3.3 Specific Scope of Services, can the City clarify what type of condition information is desired as part of the Future Optional Task 5 Facilities Condition Assessment? It is assumed that any condition information in this task would be in addition to the accessibility-specific condition information that is necessary to determine ADA compliance as part of the ADA Transition Plan, please confirm. ~ See Question 11. Future Optional Task 5 is an expansion of the component of the Transition Plan regarding facilities. The Transition Plan will only be determining ADA Compliance. The FCA is a complete assessment of city-owned facilities to develop ongoing maintenance and repair needs along with recommendations on lifecycle cost savings and sustainability strategies.
22. On page 19, Section 5 Cost Proposal, can the City confirm that, as stated in section 5, cost will only be requested from the highest ranked offeror? It is assumed that this request will only be initiated after the City has ranked and confirmed the highest ranked offeror from the submitted proposals, please confirm. ~ See page 20. The cost proposal will only be requested from the highest ranked offeror once the proposal evaluation process is complete.
23. Could the City clarify the schedule on page 7? A statement on page 8 indicates, "The City's intent is to shortlist the top-ranked 3-5 statement of qualification submittals and award the contract to the top-ranked proposal among the shortlisted parties. Technical proposals will only be requested from the shortlisted parties" and Section 1.4 lists several items on page 10. Is the City's intention that Items # 1-4 listed in Section

1.4 on page 10 are due on 7/23/2024? 2. If the City intends for the technical proposal (Item #5 in Section 1.4) to be submitted at a later date, could the City provide an expected due date? ~ See Question 5. The exact schedule and due date for technical proposals has not been determined. The City expects to provide 3 weeks once the shortlisted parties have been identified and contacted.

Clarification of Evaluation Points:

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- A Cost Proposal will be only be requested from the highest ranked firm at the end of the proposal evaluation process.

Statement of Qualifications Criteria: ** For Qualifications Review Phase Only (maximum pts = 50)

Qualifications of the Design Team 25 pts.

- Organizational strength and stability
- Education and experience of the assigned staff
- Key personnel's level of involvement
- Proximity and availability of key personnel

Related Projects and References 25 pts.

- Experience and technical competence on similar projects
- Previous experience as a design team
- Quality of the final work product
- Ability to meet the schedule

*** Work Plan Criteria Points (50 pts) will be applied to shortlisted Offerors only from the Qualifications Review Phase.*

EXHIBIT “B”

JULY 2024

STATEMENT OF QUALIFICATIONS FOR
SAFE STREETS FOR ALL
GRANT IMPLEMENTATION

RFP 24-PW08

PREPARED FOR
MILTON 
EST 2006

PREPARED BY
Kimley»Horn





CITY OF MILTON REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 24-PW08	RFP Title: Safe Streets for All Grant Implementation		
Due Date and Time: July 23, 2024, by 2:00 pm EST		Number of Pages: 64	
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>			
ISSUING DEPARTMENT INFORMATION			
Issue Date: June 27, 2024			
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004		Phone: 678-242-2500 Website: www.miltonga.gov	
INSTRUCTIONS TO OFFERORS			
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.		Mark Envelope/Package: RFP Number: 24-PW08 Name of Company or Firm Special Instructions: Deadline for Written Questions July 9, 2024, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS			

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address: Kimley-Horn and Associates, Inc. 1200 Peachtree Street NE, Suite 800 Atlanta, GA 30309	Authorized Offeror Signatory: Eric S. Bosman, FAICP (Please print name and sign in ink)
Offeror Phone Number: 404 201 6135	Offeror FAX Number: N/A
Offeror Federal I.D. Number: 56-0885615	Offeror E-mail Address: eric.bosman@kimley-horn.com
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror Kimley-Horn and Associates, Inc.

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>

Eric S. Bosman, FAICP
Vice President/Authorized Signer
07/22/2024



RFP# 24-PW08
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PW08), Safe Streets for All Grant Implementation.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 07/22/2024

Print/Type Name Eric S. Bosman, FAICP

Print/Type Company Name Here Kimley-Horn and Associates, Inc.

CITY OF MILTON

SAFE STREETS FOR ALL GRANT IMPLEMENTATION

COVER LETTER

July 23, 2024

City of Milton

Attn: Honor Motes, Procurement Manager
2006 Heritage Walk
Milton, GA 30004

Kimley-Horn and Associates, Inc.

1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
404 419 8700

RE: Milton Safe Streets for All (SS4A) Grant Implementation

Ms. Motes and Members of the Selection Committee:

Kimley-Horn is eager to support the further development of Milton's Local Road Safety Plan (LRSP). Our specialized combination of local expertise, nationwide resources, and proven track record with Americans with Disabilities Act (ADA) Transition Plans and the SS4A Program makes us the ideal partner for this important project. Since the City's early days of incorporation, Kimley-Horn has had the fortunate opportunity to partner with Milton to identify transportation solutions that serve all roadway users. Recently, I served as deputy project manager on the 2023 Milton CTP Update and learned a lot about the City's community and transportation system. I am thrilled at the prospect of leading a multidisciplinary team to support the City's efforts to advance the mission and vision of the LRSP. As you consider the Kimley-Horn team, please consider the following benefits to the City of Milton.

Local Presence and Deep Understanding of the City of Milton. The Kimley-Horn team has a strong and established presence with the City. Kimley-Horn has partnered with the City since 2009 for the first CTP. Our teaming partner, **KCI**, led the development of the LRSP, which provided the foundation for identifying transportation safety projects and policy recommendations in the latest CTP Update. Our team understands Milton's transportation system, having completed at least eleven projects with the City (showcased below). Using this past experience, our team is able to hit the ground running and tailor our solutions to community needs, which in turn saves the City time and money.

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Selection of Kimley-Horn Team Experience	Milton CTP							Milton CTP Update								Milton CTP Update				
	North Fulton CTP										North Fulton CTP		Milton LRSP (KCI)							
				Highway 9 LCI						Milton Comprehensive Parks and Recreation Master Plan							Highway 9 LCI Update			
											Park at the Former Milton Country Club									
											Milton Trail Blueprint and Community Trail Prioritization Plan									

Expertise in ADA Transition Plans. Our team has assisted numerous municipalities and agencies across Georgia and nationwide in conducting federally compliant ADA Transition Plans. We understand what it will take to develop a turn-key transition plan and can effectively guide City staff through the process. With our experience, you get a team that works with you, not just for you, to achieve project success.

Nationwide Network of Technical Experts. In addition to our local team, the City has access to a nationwide network of technical experts. This helps to ensure we can provide the specialized skills and experience required for all three tasks outlined in the RFP. Kimley-Horn boasts a proven track record in SS4A Program projects. With more than 170 SS4A projects completed and 50 Road Safety Professionals (RSPs), you can rest assured your project will receive effective transportation safety solutions that serve all road users.

Collaborative Approach and Advanced Technologies. We are committed to a collaborative approach throughout the project, working closely with City staff and Georgia Tech partners. Our teaming partner, **Spatial Plans** has a strong Georgia Tech connection. Spatial Plans has transportation engineering students/alumni on staff and has employed students to assist with previous projects. Due to this strong connection, Spatial Plans will be integral to the data collection and community engagement activities. We will leverage relationships with additional teaming partners who focus on advanced data collection modalities, including LiDAR (**Citian**), for Task 1 and drone video analytics (**Data from Sky**) for Task 2. **DLZ** will assist with parks and building infrastructure for Task 1. With the Kimley-Horn team, the City receives the right skill sets where and when you need them, keeping your project moving forward on schedule.

Our technical expertise, experience, and commitment to collaboration enables us to deliver a comprehensive and effective SS4A Grant Implementation project for the City of Milton. Should you have any questions, please contact me at the information below.

Sincerely,

Kimley-Horn



Luis Taboada, PE, RSP₁
Project Manager
470 763 1170
luis.taboada@kimley-horn.com



Eric Bosman, FAICP
Authorized Signer
404 201 6135
eric.bosman@kimley-horn.com

Kimley-Horn will not replace the proposed Project Manager Luis Taboada, PE, RSP₁, without permission from the City of Milton.

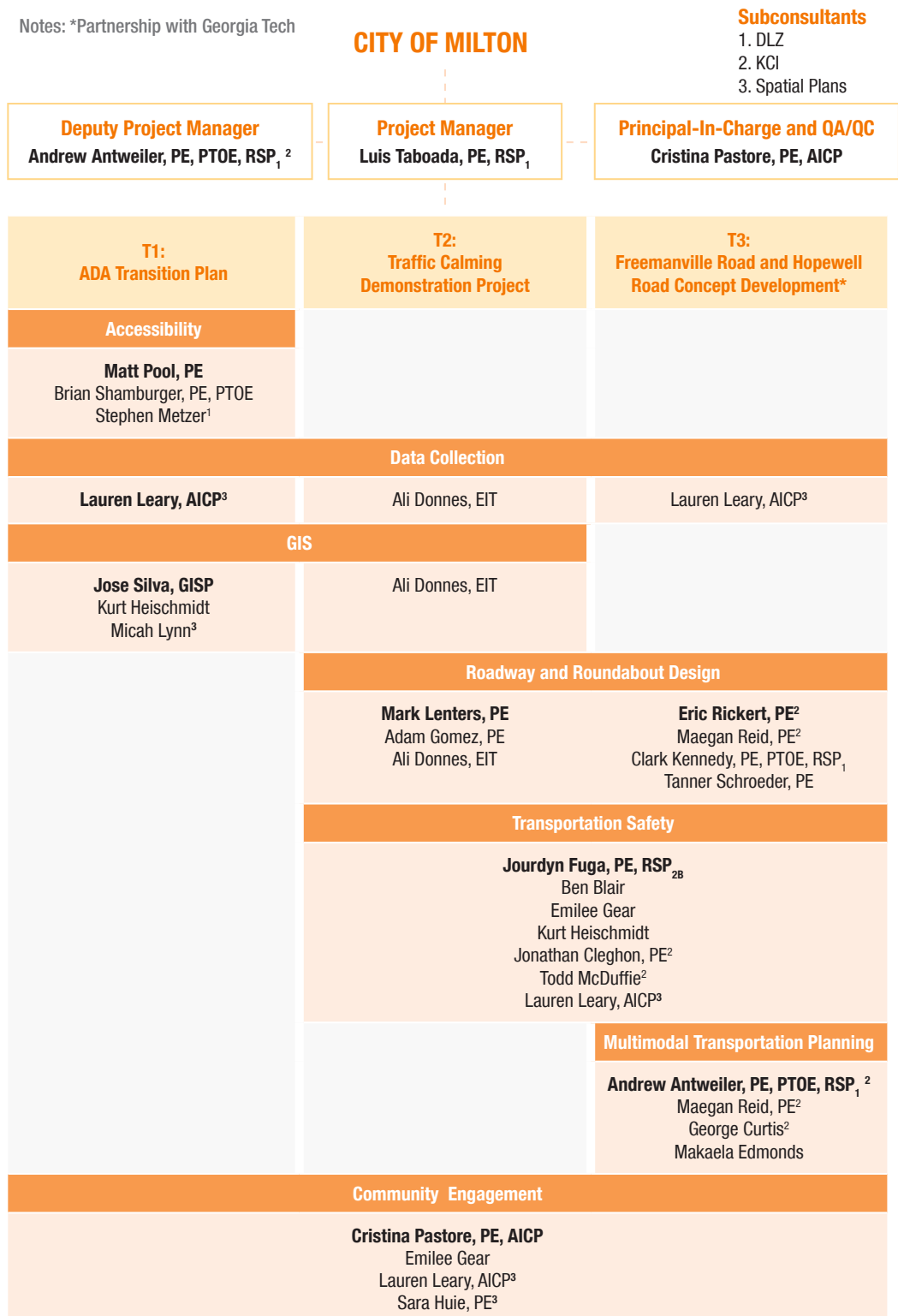
CITY OF MILTON

SAFE STREETS FOR ALL GRANT IMPLEMENTATION

DESIGN TEAM

Project Staffing

Notes: *Partnership with Georgia Tech



Luis Taboada, PE, RSP₁ will serve as the project manager for the Milton SS4A Grant Implementation project. He has selected a team of professionals who are both available to serve the City and are experienced with completing similar projects. Luis will be the City's main point of contact for this project and will make sure your project is completed within schedule and budget. We understand how important it will be to stay on schedule for this project. As Project Manager, Luis Taboada will use Kimley-Horn's workload management system known as "cast-aheads," to detail personnel needs and determine each person's availability each month. Our cast-ahead system schedules and organizes 1-, 3-, and 6-month forecasts into workload for individuals across operating units, providing an effective tool for keeping tasks and projects on schedule.

Our proposed team's composition is shown on the organization chart to the left. In addition to the team members shown to the left, our vendors also include **Data from Sky** and **Citian**. We propose collecting aerial video recordings to digitally document traffic patterns using Data from Sky's trademarked algorithm-based processing. Video analytics algorithms allow us to track traffic characteristics in the roundabouts, including speed, trajectories, lane changes, incorrect lane use, and conflicts through the video analytics algorithm. Citian will assist with LiDAR technology.

Why Kimley-Horn? Our team will utilize our nationwide network of technical specialists, expertise and knowledge of ADA transition plans, and deep understanding of the City of Milton to provide you with solutions that address your community's needs on time and within budget. We are committed to the City of Milton.

Our project experience, including how our team members have worked together, can be found starting on Page 3. Key personnel resumes are provided in the appendix.

CITY OF MILTON

SAFE STREETS FOR ALL GRANT IMPLEMENTATION

Qualifications of Design Team

LUIS TABOADA, PE, RSP₁

Project Manager

📍 ATLANTA, GA

Luis has first-hand experience of Milton's stakeholders and its transportation system as he served as deputy manager in the City's 2023 CTP Update. Luis also has a passion for transportation safety having served as technical lead on SS4A Program projects as well as safety studies with local municipalities and state DOTs. Leveraging nearly a decade of experience in transportation safety, traffic engineering, long-range plans, and GIS, Luis brings a specialized blend of technical expertise and community focus to the Safe Streets for All Grant Implementation project. **He is 40% available for this project.**



ANDREW ANTWEILER, PE, PTOE, RSP₁

Deputy Project Manager and Multimodal Transportation Planning Lead

📍 DULUTH, GA

Andrew has more than two decades of experience in transportation engineering and planning. Previously, Andrew served seven years as the city traffic engineer with the City of Roswell, managing projects ranging from planning studies and complete street studies to traffic operational studies and roadway and signal design projects. His broad range of transportation experience along with his prior knowledge of Milton's needs from performing previous studies and projects for the City's Public Works Department will be a beneficial to the City. **He is 60% available for this project.**



CRISTINA PASTORE, PE, AICP

Principal-In-Charge, QA/QC, and Community Engagement Lead

📍 ATLANTA, GA

Cristina has had the opportunity to work closely with Milton as it has grown and evolved over the past 15 years. She has learned about the Milton community and been a part of the transportation progress within the City from her work on three Milton CTPs, the North Fulton CTPs, Milton Trails Engagement and Analysis, Plan the Park, and SR 9/GA 400 Master Plan. In addition, Cristina has managed some of the most complex comprehensive transportation and transit plans in the metro Atlanta region. Her approach includes an important balance of technical analysis and stakeholder engagement to let the data provide a baseline for decision making while understanding and incorporating stakeholder perspectives. **She is 35% available for this project.**



MATT POOL, PE

Accessibility Lead

📍 FORT WORTH, TX

Matt has more than two years of research experience with the University of Texas Center for Transportation Research and eleven years of practical experience with the transportation planning and traffic operations team at Kimley-Horn. He has placed a heavy emphasis on developing GIS-based data collection, analysis, and management tools for ADA Transition Plan and other asset management projects. Matt's focus is the development of ADA self-evaluations and transition plans nationwide. **He is 40% available for this project.**



LAUREN LEARY, AICP

Data Collection Lead

📍 ATLANTA, GA

Lauren is a detail-oriented transportation planning and GIS professional with 25 years of experience. Lauren has extensive experience with client and project management, regional transportation studies, long range transportation plan updates, corridor and streetscape studies, transit development and multimodal studies, interactive mapping applications, StoryMaps, data analytics and dashboards, and innovative community engagement. **She is 40% available for this project.**



JOSE SILVA, GISP

GIS Lead

📍 FORT WORTH, TX

Jose is a GIS professional with six years of expertise in public asset data collection, geospatial database management, and GIS application development. He excels in optimizing geospatial data, drawing from his extensive experience as a GIS lead on large-scale, intricate asset management and transportation projects. **He is 30% available for this project.**



MARK LENTERS, PE

Roundabout Design Lead

📍 AUSTIN, TX

Mark has a 33-year record of continuous intersection safety and design experience underpinned by highway engineering, traffic engineering, transportation planning, and project management. He has blended experience in the public and private sector, broadening his understanding of the needs of agencies. Leading small teams, he has also developed nationally renowned skills in roundabout design, facilitation, training, and safety reviews. He provides solutions to capacity deficiencies, traffic control, pavement markings, traffic signing, and speed management with a strong emphasis on driver expectancies. **He is 40% available for this project.**



ERIC RICKERT, PE

Roadway Design Lead

📍 DULUTH, GA

Eric has more than 25 years of experience in the design and management of roadway projects for both GDOT and local governments. He has extensive experience leading the engineering efforts for transportation projects. This combined with his past experience successfully completing City of Milton projects, brings a wealth of information and experience to this project. **He is 30% available for this project.**



JOURDYN FUGA, PE, RSP_{2B}

Transportation Safety

📍 ATLANTA, GA

Jourdyn is effective at successfully identifying, evaluating, and prioritizing safety countermeasures, having spent her more than 10-year career developing solutions that are data-driven, transformative, cohesive, and cost-friendly, while balancing needs across all modes of travel on both urban and rural roadways. Jourdyn routinely partners with local agencies to help them meet their safety goals. **She is 40% available for this project.**



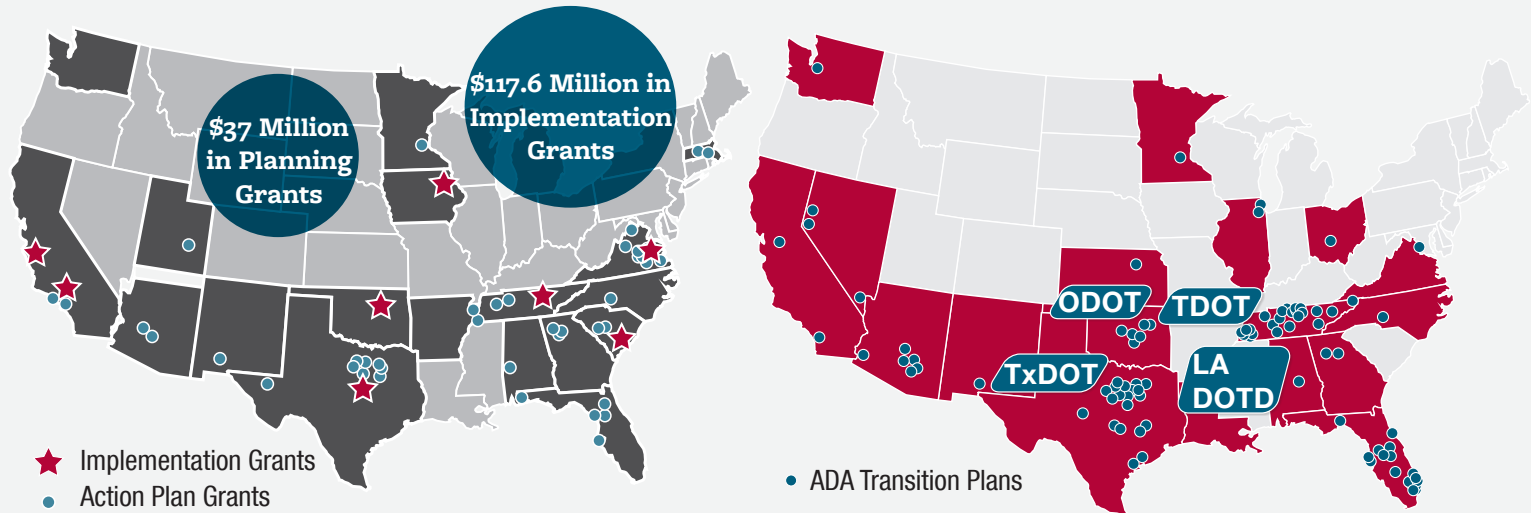
CITY OF MILTON

SAFE STREETS FOR ALL GRANT IMPLEMENTATION

RELATED PROJECTS AND REFERENCES

Our Team's Experience

Our team has experience with SS4A Program elements and ADA transition plans, traffic calming, and roadway concept development both locally and nationally. Please see the graphics below for an overview of our experience.



10% of all 2023 grant awards went to applicants that had Kimley-Horn support with a total of 35 awardees.



Milton CTP (2023, 2016, and 2009)

📍 MILTON, GA

Our team is intimately familiar with Milton's transportation system from supporting the development of the City's original CTP and two subsequent updates.

In 2023, Kimley-Horn and KCI led the planning effort to update the Milton CTP. The CTP Update identified transportation priorities, established a relationship between local and regional expectations, and aligned transportation improvement priorities with Milton's 2021-2025 Strategic Action Plan and 2040 Comprehensive Plan. The planning effort involved extensive in-person and virtual public outreach activities, policy recommendations, a funding plan, and the development of a five-year action plan. Additional CTP tasks included performing a traffic study to explore the transportation feasibility of building out the District at Mayfield and an evaluation of seven intersections and three roadway corridors to identify operational and safety improvements in the City.

In 2016, Kimley-Horn led the planning effort to update the City of Milton's CTP. The plan addressed current and future needs associated with all aspects of the City's transportation system. To formulate a package of transportation and land use strategies to better prepare the community for future transportation demand, the project team focused

efforts on coordinating regional transportation issues and the City's comprehensive land use plan. The planning effort included an extensive public outreach initiative consisting of public workshops and meetings, community presentations, a project website and newsletters, and participation in community events.

In 2009, Kimley-Horn supported the City in developing its first CTP with a long-term vision for mobility, connectivity, and accessibility through 2030. The plan addressed current and future needs associated with all aspects of the City's transportation system. The plan coordinated with both regional transportation issues and the simultaneous development of the City of Milton's Comprehensive Land Use Plan to formulate a package of transportation and land use strategies to better prepare for future transportation demand. Kimley-Horn developed a phased list of multimodal recommendations as well as an implementation plan. The planning effort included an extensive public outreach initiative consisting of a stakeholder committee, public workshops and meetings, community presentations, a CTP website, and participation in community events. The project also included a pavement management plan, an access management ordinance and pilot study, a trail implementation plan, and a subarea connectivity study for the Crabapple Crossroads community.

Firm Involvement: Kimley-Horn (Prime); KCI (Subconsultant in 2023)

Personnel Involved: Cristina Pastore, Luis Taboada, Emilee Gear, Andrew Antweiler, (KCI), and George Curtis (KCI)

Schedule: Projects completed on schedule

Reference: Robert Dell-Ross | Engineering Project Manager | 2006
Heritage Walk, Milton, GA, 30004 | 678 242 2538 |
robert.dell-ross@miltonga.gov

CITY OF MILTON

SAFE STREETS FOR ALL GRANT IMPLEMENTATION



Local Road Safety Plan

📍 MILTON, GA

The City developed its first LRSP to guide efforts in making Milton's transportation network safer for drivers, bicyclists, and pedestrians. This effort began in November 2020, and the document was completed in July 2022. The plan is tailored to local conditions while also incorporating national and state guidance in developing a safety plan. The City initiated the LRSP and partnered with KCI to assist in developing the components, which included reviewing safety trends and identifying six emphasis areas of focus. The plan identified potential strategies and safety countermeasure projects most appropriate to address the six emphasis areas. An action plan was developed to guide the implementation of both educational campaigns and engineering countermeasures.

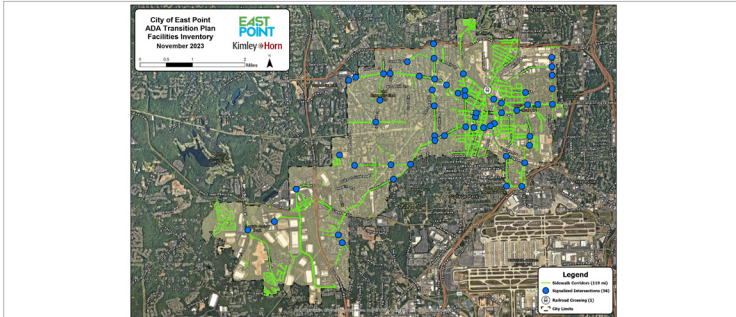


Firm Involvement: KCI (Prime)

Personnel Involved: Andrew Antweiler (KCI)

Schedule: Project completed on schedule

Reference: Sara Leaders | Public Works Director | 2006 Heritage Walk, Milton, GA, 30004 | 678 242 2559 | sara.leaders@miltonga.gov



ADA Transition Plan

📍 EAST POINT, GA

Kimley-Horn was selected to conduct a Self-Evaluation and develop an ADA Transition Plan. The draft Transition Plan, which is still under final review by the City, was completed in February 2024. The completed tasks included developing the Transition Plan framework, documentation of City's efforts to date related to Title II compliance, inventory of City facilities and programmatic elements to be evaluated in future phases, and developing a budget and schedule to complete the City's Self-Evaluation. The facility inventory included documentation of the City's 8 buildings, 18 parks, 56 signalized intersections, and 119 miles of sidewalk corridors, including 1,003 unsignalized

intersections and driveways. All facility inventories were summarized in an ArcGIS geodatabase for future City use.

Firm Involvement: Kimley-Horn (Prime)

Personnel Involved: Matt Pool, Brian Shamburger, and Luis Taboada

Schedule: Project completed on schedule

Reference: Cadell Hall | Transportation Division Manager | 2757 E Point Street, East Point, GA | 30344 | 612 673 3885 | chall@EastPointCity.org



ADA Self-Evaluation and Transition Plan

📍 NORTH LAUDERDALE, FL

Kimley-Horn completed a Self-Evaluation of the City's current programs, services, and activities related to the ADA, including a review of the City's departments, boards and commissions, ordinances, employment practices, and emergency management plan. All public City facilities were evaluated which included 10 public buildings and their associated parking, 19 parks, 23 signalized intersections, 117 miles of sidewalk and all associated unsignalized intersection curb ramps and pedestrian crossings, and 22 transit stops. Kimley-Horn prepared cost estimates to remediate the identified barriers, prioritized the remediation projects, and developed the City's ADA Transition Plan. Kimley-Horn also provided training to City staff related to using the project database and progress monitoring and tracking tools. This training will allow the City to continue to update the Transition Plan and associated database as accessibility improvements are implemented over time.

Firm Involvement: Kimley-Horn (Prime)

Personnel Involved: Brian Shamburger

Schedule: Project completed on schedule

Reference: Tammy Reid-Holguin | Community Development Director | 701 SW 71st Ave, North Lauderdale, FL 33068 | 954 597 4737 | tholguin@nlauderdale.org



GDOT On-Call Roundabout Contract

📍 STATEWIDE, GA

Kimley-Horn, managed by Mark Lenters and Adam Gomez, led a team of intersection specialists providing GDOT alternative intersection policy, planning, design, and review services to GDOT for over 100 roundabout projects located throughout the state. Our team was responsible for supporting the use of practical intersection control solutions, specifically with modern roundabouts. Our services included plan reviews for concept validation, Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR) milestones, concept design, feasibility studies, in-service reviews, quick response (QR) plan preparation, DPM changes, and the development of GDOT's first practical roundabout design guide. This contract, consisting of 360 work authorizations, had one consistent objective to build a legacy of cost-beneficial and practical safety and operational improvements using roundabouts in Georgia. For the most recent on-call contract, this team also managed and contributed to deliverables for 360 work authorizations through approximately 30 task orders. This contract included:

- Working with the District staff on their projects, providing design training, mentoring, and incremental review
- Ninety-five assignments for review of plans for Concept Validation, PFPR and/or FFPR milestones
- Seventy-seven concept designs provided to other design teams for optimal quality layouts
- Forty-three assignments for generating oversize and overweight (OSOW) truck type and direction tables for input to designs
- Twenty-eight feasibility studies delivered, many of which have gone to plans or construction
- Twenty-four in-service reviews, with some of the results prompting quick-response projects
- Eighteen incremental review assistance on plan preparation to GDOT staff
- Nine separate work authorizations generated to perform intersection control evaluation (ICE) Stages 1 and 2 for innovative intersections, and a study that involved 25 individual ICE reports
- Six quick response plan packages prepared with District 1 and District 6 staff
- Demonstrated flexibility to embrace and contribute to the development of turbo design elements to overcome right-of-way issues and circumvent problems with how multilane roundabouts operate

Additionally, this team prepared synopsis reports, signal warrants, validated concept reports, and prepared three full plan, specification,

and estimate (PS&E) packages for roundabout construction. They also assisted the other programs (TIA, Safety, and Operations) by providing ICE, concept reports, concept designs, peer reviews, and plan reviews. Kimley-Horn is attentive to the detailed technical aspects of these projects, including addressing critical roundabout safety elements during the design phase, informing the public, and developing final plans. They also developed training for roundabout software and knowledge exchanges on roundabout design for GDOT staff.

Firm Involvement: Kimley-Horn (Prime)

Personnel Involved: Adam Gomez, Mark Lenters, Ali Donnes, and Jourdyn Fuga

Schedule: Project completed on schedule

Reference: Chris Raymond | Georgia Department of Transportation District 6 Traffic Engineer | 935 United Avenue SE, Wayne Shackelford Building (#24), Atlanta, GA 30316 | 678 721 5240 | craymond@dot.ga.gov



FHWA Pooled Fund Study, Reasons for Drivers Failing to Yield at Multilane Roundabouts, Phase 2 (HRSO10230015)

📍 NATIONWIDE, U.S.

Multilane roundabouts have recently been associated with an unusual number of crashes. While those crashes tend to be low in severity, with only minor injuries, if any, the high number of crashes causes negative public perception of these roundabouts, which could affect the further implementation of roundabouts elsewhere. A list of common countermeasures was identified in Phase I and site-specific data to recommend specific countermeasures for implementation in Phase II. This work plan is designed to accomplish the project objectives and provide an example for a study methodology that road agencies can use in future evaluations and implementations in their own jurisdictions. Team member, Mark Lenters, is the principal investigator for the research with Adam Gomez and Texas Transportation Institute.

Firm Involvement: Kimley-Horn (Subconsultant); Texas Transportation Institute (Prime)

Personnel Involved: Mark Lenters and Adam Gomez

Schedule: Project on schedule for completion in early 2025

Reference: Marcus Brewer, PE, PMP | TTI Research Engineer | 1111 RELLIS Parkway, Room 4426, Bryan, TX 77807-3135 | 979 317 2147 | M-Brewer@tti.tamu.edu



Image from KCI

Lumpkin Campground Road Corridor Study

DAWSON COUNTY, GA

Lumpkin Campground Road is a two-lane local road that serves as a vital north-south parallel road to SR 400. The road provides access to residences and businesses and serves as a secondary route for locals trying to avoid traffic congestion along SR 400. KCI assisted Dawson County by performing a transportation review of existing conditions, holding one public meeting to identify transportation concerns, and identifying corridor improvement recommendations. KCI conducted traffic volume counts, field observations, and received community input to identify areas of concern. Based on discussions with county staff, the recommendations/projects were prioritized and grouped into tiers based on current traffic conditions and safety concerns. Nine projects were identified for the northern segment and grouped into two tiers. Seven projects were identified for the southern segment and grouped into two tiers. The recommendation options included additional turn lanes at intersections (left-turn or right-turn lanes along major roads, or side-street), roundabouts, re-alignment of side streets, paved shoulders, center two-way left-turn lanes along major road, and adding crosswalk/sidewalks for pedestrians. Concept layouts were prepared.

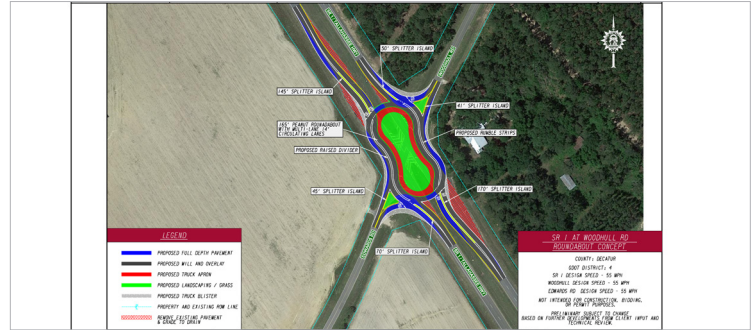


Firm Involvement: KCI (Prime)

Personnel Involved: Andrew Antweiler (KCI) and Eric Rickert (KCI)

Schedule: Project completed on schedule

Reference: Robert Drewry | Dawson County Public Works Director | 60 Transportation Ln, Dawsonville, GA 30534 | 706 344 3500 Ext. 50001 | rdrewry@dawsoncountygov.gov



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

DISTRICTS 1 AND 4, GA

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

Within this capacity, Kimley-Horn has completed network screenings in GDOT Districts 1 and 4 to identify safety projects. Kimley-Horn has also conducted road safety audits (RSA) at several District 1 and 4 locations including along the following corridors:

- SR 20 from SR 9 to Sanders Road (Forsyth)
- SR 124 from Oak Road to Tree Lane (Gwinnett)
- SR 20 from Grayson Parkway to Hillside Drive (Gwinnett)
- SR 206 from George Drive to Pope Drive (Coffee)

Firm Involvement: Kimley-Horn (Prime); KCI (Subconsultant)

Personnel Involved: Jourdyn Fuga, Clark Kennedy, Tanner Schroeder, Ben Blair, Luis Taboada, and Andrew Antweiler (KCI)

Schedule: Project is on schedule, On-Call contract is ongoing

Reference: Kelli Roberts | State Safety Program Manager | 935 United Avenue SE, Atlanta, GA 30316 | 404 635 2908 | KeRoberts@dot.ga.gov

APPENDIX

Key Personnel Resumes



Luis Taboada, PE, RSP,
PROJECT MANAGER | Atlanta, GA

Luis has first-hand experience of Milton's stakeholders and its transportation system as he served as deputy manager in the City's 2023 CTP Update. Furthermore, Luis has a passion for transportation safety having served as technical lead on safety studies with local municipalities, state DOTs, and SS4A Program projects. Leveraging nearly a decade of experience in transportation safety, traffic engineering, long-range plans, and GIS, Luis brings a specialized blend of technical expertise and community focus to the SS4A Grant Implementation project. His proven track record working with public sector clients, ranging from local agencies to state DOTs, helps ensure a collaborative approach that prioritizes understanding community needs and identifying impactful transportation solutions.

Professional Credentials

- Master of Science, Civil Engineering, University of Tennessee, Knoxville
- Bachelor of Science, Civil Engineering, Tennessee Technological University
- Professional Engineer in Georgia and Florida
- Road Safety Professional, Level 1

Project Experience

Luis served as project manager, deputy project manager, or project engineer on the following projects:

- City of Milton, Milton CTP 2023 Update, Milton, GA
- City of Winder, Winder Transportation Improvement Program, Winder, GA
- Town of Smyrna, SS4A Action Plan, Smyrna, TN
- Sandy Springs, Powers Ferry Transportation Plan, Sandy Springs, GA
- Paulding County, Major Corridors Study, Paulding County, GA
- City of East Point, ADA Transition Plan, East Point, GA
- Forsyth County, LRSP and CTP Update, Forsyth County, GA
- GDOT, Safety On-Call Region A, Districts 1 and 4, GA
- DeKalb County, DeKalb 2050 Unified Plan, DeKalb County, GA
- Cobb County, 2050 CTP (CobbForward), Cobb County, GA
- Gwinnett County, 2023 SPLOST Support, Gwinnett County, GA
- FDOT District Four, Districtwide Traffic Operations Safety Studies, Various Locations, FL



Andrew Antweiler,
PE, PTOE, RSP,
DEPUTY PROJECT MANAGER,
MULTIMODAL TRANSPORTATION
PLANNING LEAD | Duluth, GA

Andrew has more than two decades of experience in transportation engineering and planning. Previously, Andrew served seven years as the city traffic engineer with the City of Roswell, managing projects ranging from planning studies and complete street studies to traffic operational studies and roadway and signal design projects. At KCI, his experience includes traffic operations analysis, corridor studies, complete street projects, roundabout feasibility studies, and safety analysis. He is proficient with traffic operational and safety engineering analysis. Andrew's broad range of transportation experience and his prior knowledge of Milton's needs from performing previous studies and projects for the City's Public Works Department will be beneficial to the City.



Professional Credentials

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer in Georgia, Florida, and Texas
- GDOT Plan Development Process (PDP) Training
- Professional Traffic Operations Engineer
- Road Safety Professional, Level 1

Project Experience

Andrew served as a project manager, safety engineer, or traffic engineer on the following projects:

- City of Milton, LRSP, Milton, GA
- City of Milton, CTP, Milton, GA
- City of Sandy Springs, Medical District Roadway Safety Analysis, Sandy Springs, GA
- City of Milton, TSPLOST Batch 3 Design (Three intersection traffic and concept studies), Milton, GA



Cristina Pastore, PE, AICP
PRINCIPAL-IN-CHARGE, QC/QA, AND
COMMUNITY ENGAGEMENT LEAD |
Atlanta, GA

Cristina has had the opportunity to work closely with Milton as it has grown and evolved over the past 15 years. She has learned about the Milton community and been a part of the transportation progress within the City from her work on three Milton CTPs, the North Fulton CTPs, Milton Trails Engagement and Analysis, Plan the Park, and SR 9/GA 400 Master Plan. In addition, Cristina has managed some of the most complex comprehensive transportation and transit plans in the metro Atlanta region. Her approach includes an important balance of technical analysis and stakeholder engagement to let the data provide a baseline for decision making while understanding and incorporating stakeholder perspectives to help make sure recommendations can be implemented.

Professional Credentials

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Master of City and Regional Planning, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, University of Akron
- Professional Engineer in Georgia and Ohio
- American Institute of Certified Planners

Project Experience

Cristina served as project manager or task lead on the following projects:

- City of Milton, CTP (2009, 2016, 2023), Milton, GA
- ARC, North Fulton CTP (2010 and 2018), North Fulton County, GA
- City of Milton, SR 9/GA 400 Master Plan, Milton, GA
- City of Milton, Trails Engagement and Analysis, Milton, GA



Matt Pool, PE
ACCESSIBILITY LEAD | Fort Worth, TX

Matt has more than two years of research experience with the University of Texas Center for Transportation Research and eleven years of practical experience with the transportation planning and traffic operations team at Kimley-Horn. Since joining Kimley-Horn, Matt has placed a heavy emphasis on developing GIS-based data collection, analysis, and management tools for ADA Transition Plan and other asset management projects. Matt’s primary focus is on the development of ADA Self-Evaluations and Transition Plans where he serves as the Project Manager and accessibility specialist for projects in Texas and across the nation.

Professional Credentials

- Master of Science, Transportation Engineering, University of Texas
- Bachelor of Science, Civil Engineering, University of Texas
- Professional Engineer in Texas
- Institute of Transportation Engineers, Member

Project Experience

Matt served as a project manager or project analyst on the following projects:

- City of Saginaw, ADA Self-Evaluation and Transition Plan, Saginaw, TX
- City of Gallatin, ADA Self-Evaluation and Transition Plan, Gallatin, TN
- City of Boca Raton, ADA Self-Evaluation and Transition Plan, Boca Raton, FL
- City of Las Cruces, ADA Self-Evaluation and Transition Plan, Las Cruces, NM
- City of Northport, ADA Self-Evaluation and Transition Plan, Northport, AL



Lauren Leary, AICP
DATA COLLECTION LEAD | Atlanta, GA

Lauren is an enthusiastic and detail-oriented transportation planning and GIS professional with 25 years of experience. Lauren has extensive experience with client and project management, team collaboration, regional transportation studies, long range transportation plan updates, corridor and streetscape studies, transit development and multi-modal studies, GIS, interactive mapping applications, StoryMaps, data analytics and dashboards (ESRI ArcGIS Dashboards, Power BI, and Tableau), innovative stakeholder outreach/ community engagement, project branding and marketing, survey development and embedded maps, and social media marketing. Overall, Lauren has an affinity for leading complex projects and translating technical material into easy-to-understand content for clients, stakeholders, and community members.



Professional Credentials

- Master of Science, City and Regional Planning, Georgia Institute of Technology
- Master of Transportation Engineering, Georgia Institute of Technology
- Bachelor of Science, Computer Science, Boston College
- American Institute of Certified Planners

Project Experience

Lauren served as a project manager, deputy project manager, lead transportation planner, or project planner on the following projects:

- City of Milton, Crabapple Road Streetscape Project, Milton, GA
- City of Peachtree Corners, Crooked Creek Multi-Use Trail Feasibility and Concept Study, Peachtree Corners, GA
- Charlotte Regional Transportation Planning Organization (CRTPO), 2045 Metropolitan Transportation Plan Update, Charlotte, NC
- Gainesville-Hall Metropolitan Planning Association (GHMPO), Regional Transportation Plan, Gainesville, GA



Jose Silva, GISP
GIS LEAD | Fort Worth, TX

Jose is a GIS professional with six years of expertise in public asset data collection, geospatial database management, and GIS application development. He excels in optimizing geospatial data, drawing from his extensive experience as a GIS lead on large-scale, intricate asset management and transportation projects.

Professional Credentials

- Bachelor, Geographic Information Systems, Texas A&M University
- Geographic Information Systems (GIS) Professional

Project Experience

Jose served as a dashboard and toolkit specialist and GIS specialist on the following projects:

- City of Seguin, SS4A Dashboard and Toolkit, Seguin, TX
- City of Arlington, SS4A Dashboard and Toolkit, Arlington, TX
- City of Waco, ITS Master Plan Signal Inventory, Waco, TX
- City of Saginaw, ADA Transition Plan, Saginaw, TX
- Town of Flower Mound, ADA Self-Evaluation and Transition Plan, Flower Mound, TX
- City of Plantation, ADA Self-Evaluation and Transition Plan, Plantation, FL
- Knox County, ADA Self-Evaluation and Transition Plan, Knox County, TN



Mark Lenters, PE
ROADWAY AND ROUNDABOUT DESIGN LEAD | Austin, TX

Mark has a 33-year record of continuous intersection safety and design experience underpinned by highway engineering, traffic engineering, transportation planning, and project management. Since 1986, he has blended experience in the public and private sector, broadening his understanding of the needs of agencies. Leading small teams, he has also developed nationally renowned skills in roundabout design, facilitation, training and safety reviews. From a human factors perspective, he provides solutions to capacity deficiencies, traffic control, pavement markings, traffic signing and speed management with a strong emphasis on driver expectancies. Mark has served in an on-call advisory and design review role for GDOT as well as other state DOTs in Wisconsin, Minnesota, Colorado, Arizona, Connecticut, and Maine.

Professional Credentials

- Bachelor of Engineering, Transportation and Highway Engineering, Lakehead University
- Professional Engineer in Georgia, Arizona, Colorado, North Carolina, Texas, Vermont, Virginia, and Wisconsin
- Fellow, Institute of Transportation Engineers (1993)

Project Experience

Mark served as a project manager, QC/QA, or project engineer on the following projects:

- GDOT, Roundabouts and Alternative Intersection Design On-Call (In-service Reviews [15 sites]), Statewide, GA
- FHWA, Pooled Fund Study, Reasons for Drivers Failing to Yield at Multilane Roundabouts, Phase 2 (HRS010230015), Nationwide, U.S.
- City of Phoenix, In-service Roundabout Review, Lower Buckeye Road at 99th Avenue, City of Phoenix, AZ
- City of Carbondale, In-service Roundabout Review, Main Street, CO-113, Carbondale, CO
- Franklin County, Morse Road at Johnstown Road (In-service review and Construction Plans), Franklin County, OH
- Beaufort County, In-service Roundabout Review SC-46 at Bluffton Parkway, Beaufort County, SC



Jourdyn Fuga, PE, RSP_{2B}
TRANSPORTATION SAFETY LEAD |
Atlanta, GA

Jourdyn is an accomplished traffic engineer and transportation planner who, since being personally affected by a Georgia roadway traffic fatality in 2013, has dedicated her career to transportation safety and the pursuit of decreasing the frequency and severity of crashes on our roadways. Jourdyn routinely partners with local agencies to help them meet their safety goals, while also supporting GDOT on the Safety On-Call contract as the Safety Engineering KTL for Districts 1 and 4. She understands both the infrastructure and human-behavior aspects of transportation safety, and she is well versed in both hot-spot, site-specific safety evaluations as well as systemic safety planning. Jourdyn is effective at successfully identifying, evaluating, and prioritizing safety countermeasures, having spent her over 10-year career developing solutions that are data-driven, transformative, cohesive, and cost-friendly, while balancing needs across all modes of travel on both urban and rural roadways. She is certified in GDOT’s PDP and is successful at delivering projects from inception through implementation.

Professional Credentials

- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Public Policy, Georgia Institute of Technology
- Professional Engineer in Georgia
- Road Safety Professional, Level 1 and Level 2, Behavioral
- GDOT PDP Training

Project Experience

Jourdyn served as a project manager or key team lead on the following projects:

- GDOT, Safety On-Call Region A, Districts 1 and 4, GA
- City of Carrollton, SS4A Safety Action Plan (SAP), Carrollton, GA
- Habersham County, SS4A SAP, Habersham County, GA
- VDOT, Walker Road Safety Assessment, Fairfax County, VA
- ICEA, SS4A SAP, Statewide (97 Counties), IA
- Iowa DOT, Vulnerable Road User (VRU) Safety Assessment, Statewide, IA
- ALDOT, LRSP, Phase 1, Statewide (Ten Counties), AL



Eric Rickert, PE
ROADWAY LEAD | Duluth, GA

Eric has more than 25 years of experience in the design and management of roadway projects for both GDOT and local governments. He has extensive experience leading the engineering efforts for transportation projects, including bridge replacements, urban roadways with site constraints, pedestrian/bicycle facilities and context-sensitive design, new location corridors, widenings, operational improvements, and intersection projects, including roundabouts, traditional intersections, and innovative intersection project designs. One of his strengths is being able to review field conditions and identify potential transportation improvements and concerns during the scoping/concept phase. Eric serves as a technical resource when identifying concepts for intersection and corridor improvements. Combined with his past successfully completed projects for the City of Milton, he brings a wealth of information and experience to this project.



Professional Credentials

- Bachelor of Science, Civil Engineering, Auburn University
- Professional Engineer in Georgia
- GSWCC Level II Certified Erosion Control Professional
- GDOT PDP Training

Project Experience

Eric served as a roadway concept or roadway design engineer on the following projects:

- City of Milton, CTP, Milton, GA
- City of Sandy Springs, Medical District Roadway Safety Analysis, Sandy Springs, GA
- City of Milton, TSPLOST Batch 3 Design (Three intersection traffic and concept studies), Milton, GA
- City of Milton, Bethany Road at Providence Road Roundabout, Milton, GA



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PW08**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: Kimley-Horn and Associates, Inc.

CONTACT PERSON: Eric S. Bosman, FAICP, Vice President

ADDRESS: 1200 Peachtree Street NE, Suite 800

CITY: Atlanta **STATE:** GA **ZIP:** 30309

PHONE: 404 201 6135 **FAX:** N/A

EMAIL ADDRESS: eric.bosman@kimley-horn.com



Signature
ADDENDUM #1

07/16/2024

Date

EXHIBIT “C”

See Exhibits “A” and “B”

EXHIBIT "D"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 the City of Milton, 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 contractor will continue to use the federal work authorization program throughout the contract period 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(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2023677
Federal Work Authorization User Identification
Number

11/17/2022
Date of Authorization

Kimley-Horn and Associates, Inc.
Name of Contractor

Milton Comprehensive Transportation Plan
Update
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on JANUARY 27, 2025 in
ATLANTA (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

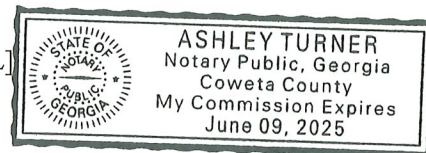
ERIC S. BOSMAN
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27 DAY OF

JANUARY, 2025

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:
JUN 09, 2025

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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 Kimley-Horn and Associates, Inc. on behalf of the City of Milton, 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(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) 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 (5) 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

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

Date of Authorization

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

Name of Contractor

Signature of Authorized Officer or Agent

Milton Comprehensive Transportation Plan
Update
Name of Project

Printed Name and Title of Authorized Officer or
Agent

City of Milton, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT “F”

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[illegible]

EXHIBIT “G”
Federal Requirements

Consultant acknowledges that the Work will be funded in part by federal funding via the Federal Highway Administration (FHWA). To achieve compliance with federal requirements, Consultant agrees to the following supplemental terms and conditions:

1. Certifications Regarding Conflict of Interest; Tax Delinquency; Lobbying

By submitting a bid, each contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this ITB, that no employee of the City, nor any member thereof, nor any public agency or official affected by the proposed contract for services has any pecuniary interest in the business of the firm or its subcontractor(s), and that no person associated with the firm or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the proposed contract.

By submitting a bid, the bidder certifies the accuracy of the following two statements: (1) The bidder represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (2) The bidder represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

By submitting a bid, the bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Equal Opportunity

All work procured and performed must strictly comply with federal Equal Employment Opportunity requirements (Executive Order No. 11246 and amendments and supplements to that Order). More details regarding these requirements are found in Exhibit N.1 to the Sample Contract attached to the RFP.

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to [41 CFR 60-4.5](#)) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in

and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in this solicitation are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, [Executive Order 11246](#), or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under [41 CFR part 60-3](#).
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the

Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to [Executive Order 11246](#).
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to [Executive Order 11246](#), as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and [Executive Order 11246](#), as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with [41 CFR 60-4.8](#).
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the [Public Works Employment Act of 1977](#) and the Community Development Block Grant Program).

4. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth in the ITB or sample contract attached thereto.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	21.2	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Fulton County, Georgia.

5. Non-Segregation Notice to Prospective Federally Assisted Construction Contractors

By submitting a bid, the contractor certifies that it does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his/her files.

6. Buy America Certification and Agreement

As a condition of submitting a bid, the bidder agrees to comply with applicable Buy America requirements, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in the project are produced in the United States, unless the Federal government has issued a waiver for or otherwise exempted the product. Buy America requirements do not apply when the total value of the materials or equipment does not exceed \$2,500.

7. Certificate of Buy American Compliance for Manufactured Products

Engineering and Design Services

The Recipient shall award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

9. Non-Collusion Certification

The undersigned must be duly authorized to submit the bid on behalf of the bidding company, corporation, firm, partnership or individual (“bidder”). As a condition of submitting a bid, the undersigned affirms and declares under penalty of perjury that the bidder has not prepared this bid in collusion with any other bidder, and the bidder has not, directly or indirectly, entered into any agreement, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

10. Foreign Trade Restriction Certification

The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9. By submission of an offer, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Bidder/Contractor must provide immediate written notice to the City if the Bidder/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Bidder or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Bidder has knowledge that the certification is erroneous.

11. Disadvantaged Business Enterprises

No DBE goal has been specified for this project.

12. Title VI Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and its implementing regulations (49 C.F.R. Part 21 and 28 C.F.R. section 50.3), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.